

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, JUNE 6, 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, June 6, 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 Mountain Bike Team
3. Mayor to present a Certificate of Recognition to the City of Tehachapi City Clerk's Department

CITY CLERK REPORTS

Tehachapi City Council Unassigned Res. No. 12-16

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 May 2, 2016 – **APPROVE AND FILE**
- *6. A General Municipal Election, consolidated with the Statewide General Election, will be held in the City of Tehachapi on Tuesday, November 8, 2016, for the following Officers: Two (2) members of the City Council, a City Clerk, and a City Treasurer, all with full four (4) year terms – **ADOPT A RESOLUTION CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2016, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES; ADOPT A RESOLUTION REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF KERN TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2016, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO §10403 OF THE ELECTIONS CODE**

FINANCE DIRECTOR REPORTS

- *7. Disbursements, bills, and claims for April 27, 2016 through May 31, 2016 – **AUTHORIZE PAYMENTS**
- *8. City of Tehachapi Treasurer's Report through April, 2016 – **APPROVE REPORT**
- *9. State Mandated Cost Reimbursement legislation allows for local government agencies to claim reimbursable expenditures mandated by the State. Since 2001/02, the City has contracted with Andy Nichols for SB90 Mandated Cost Claims filings – **APPROVE THE CONTRACT WITH NICHOLS CONSULTING FOR SB90 FILING SERVICES AND AUTHORIZE THE MAYOR TO SIGN**

ECONOMIC DEVELOPMENT COORDINATOR

- *10. Agreement with Kiddie Amusements for entertainment at the 4th of July Hotdog Festival - **APPROVE AN AGREEMENT BETWEEN KIDDIE AMUSEMENTS AND THE CITY OF TEHACHAPI AND AUTHORIZE THE MAYOR TO SIGN**

**TEHACHAPI CITY COUNCIL REGULAR MEETING,
TEHACHAPI REDEVELOPMENT SUCCESSOR AGENCY REGULAR MEETING,
TEHACHAPI PUBLIC FINANCING AUTHORITY REGULAR MEETING, AND
TEHACHAPI CITY FINANCING CORPORATION REGULAR MEETING
Monday, June 6, 2016- 6:00 P.M. - PG. 3**

- *11. Agreement with Movin' On for entertainment at the July 4th Hotdog Festival - **APPROVE AN AGREEMENT BETWEEN MOVIN' ON AND THE CITY OF TEHACHAPI AND AUTHORIZE THE MAYOR TO SIGN**
- *12. Agreement with Chris Fulton for entertainment at the July 4th Hotdog Festival - **APPROVE AN AGREEMENT BETWEEN CHRIS FULTON AND THE CITY OF TEHACHAPI AND AUTHORIZE THE MAYOR TO SIGN**
- *13. Agreement with T-Pops for entertainment at the July 4th Hotdog Festival – **APPROVE AN AGREEMENT BETWEEN TPOPS AND THE CITY OF TEHACHAPI AND AUTHORIZE THE MAYOR TO SIGN**
- *14. Agreement with Tehachapi Community Orchestra for entertainment at the July 4th Hotdog Festival – **APPROVE AN AGREEMENT BETWEEN TEHACHAPI COMMUNITY ORCHESTRA AND THE CITY OF TEHACHAPI AND AUTHORIZE THE MAYOR TO SIGN**

DEVELOPMENT SERVICES MANAGER REPORTS

- 15. Minor Services Consultant agreement with RRM Design Group, Inc. to update the City of Tehachapi Landscape Design Guidelines – **INFORMATION ONLY**

POLICE CHIEF REPORTS

- 16. Agreement for the California Highway Patrol Bakersfield Communications Platform – **ADOPT A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING AND FREQUENCY USE AGREEMENT BETWEEN THE CALIFORNIA HIGHWAY PATROL AND THE TEHACHAPI POLICE DEPARTMENT AND AUTHORIZING THE CITY'S CHIEF OF POLICE TO EXECUTE SAME**
- 17. Agreement with the County of Kern for dispatch radio equipment space on the El Rancho communication site – **APPROVE THE COMMUNICATION SITE LEASE AGREEMENT BETWEEN THE COUNTY OF KERN AND THE CITY OF TEHACHAPI AND AUTHORIZE THE MAYOR TO SIGN, SUBJECT TO APPROVAL BY THE CITY ATTORNEY**

CITY ATTORNEY REPORTS

- *18. Legal Services Agreement with Richards, Watson and Gershon (RWG) to perform legal services from time to time as directed. RWG presently provides legal services regarding the successor agency to the City's redevelopment agency. RWG provides a wide range of other municipal legal services to cities throughout the state. From time to time, the City needs additional specialized legal services. - **APPROVE LEGAL SERVICES AGREEMENT WITH RICHARDS WATSON AND GERSHON**

CITY MANAGER REPORTS

- *19. Amendments to the Employee Personnel Manual to reflect changes in staffing, law or to clarify the document – **ADOPT A RESOLUTION APPROVING AMENDED EMPLOYEE PERSONNEL MANUAL AND REPEALING RESOLUTION NO. 08-16**

TEHACHAPI CITY COUNCIL REGULAR MEETING,
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TEHACHAPI PUBLIC FINANCING AUTHORITY REGULAR MEETING, AND
TEHACHAPI CITY FINANCING CORPORATION REGULAR MEETING

Monday, June 6, 2016- 6:00 P.M. - PG. 4

20. An action to initiate the process and declare the City's intention to levy assessments within the Landscaping and Lighting District No. 1 – **ADOPT THREE (3) RESOLUTIONS: (1) INITIATING PROCEDURES FOR LEVY AND COLLECTION OF ASSESSMENTS FOR THE FISCAL YEAR 2016/2017; (2) PRELIMINARY APPROVAL OF THE ENGINEER'S REPORT; (3) DECLARING THE CITY'S INTENTION TO LEVY AND COLLECT ASSESSMENTS, WHICH SETS THE TIME AND PLACE OF THE PUBLIC HEARING FOR MONDAY, JUNE 20, 2016 AT 6:00 PM**
21. An action to initiate the process and declare the City's intention to levy assessments within the Drainage Benefit Assessment District No. 1 - **ADOPT THREE (3) RESOLUTIONS: (1) INITIATING PROCEDURES FOR LEVY AND COLLECTION OF ASSESSMENTS FOR THE FISCAL YEAR 2016/2017; (2) PRELIMINARY APPROVAL OF THE ENGINEER'S REPORT; (3) DECLARING THE CITY'S INTENTION TO LEVY AND COLLECT ASSESSMENTS, WHICH SETS THE TIME AND PLACE OF THE PUBLIC HEARING FOR MONDAY, JUNE 20, 2016 AT 6:00 PM**
22. An action to initiate the process and declare the City's intention to levy assessments within the Drainage Benefit Assessment District No. 2014-1 - **ADOPT THREE (3) RESOLUTIONS: (1) INITIATING PROCEDURES FOR LEVY AND COLLECTION OF ASSESSMENTS FOR THE FISCAL YEAR 2016/2017; (2) PRELIMINARY APPROVAL OF THE ENGINEER'S REPORT; (3) DECLARING THE CITY'S INTENTION TO LEVY AND COLLECT ASSESSMENTS, WHICH SETS THE TIME AND PLACE OF THE PUBLIC HEARING FOR MONDAY, JUNE 20, 2016 AT 6:00 PM**
23. 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))

ADJOURNMENT

ACTION TAKEN

<p>AFFILIATION BETWEEN TEHACHAPI VALLEY HEALTHCARE DISTRICT AND ADVENTIST HEALTH AND PRESENT SAME</p>	<p>Adventist Health And Present Same Sm/Ni Ayes All</p>
<p><u>CITY CLERK REPORTS</u></p>	
<p>*4. ALL ORDINANCES SCHEDULED FOR INTRODUCTION OR ADOPTION AT THIS MEETING SHALL BE READ BY TITLE ONLY.</p>	<p>All Ord. Read By Title Only Gr/Ni Ayes All</p>
<p>*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 - APPROVED AND FILED.</p>	<p>Approved & Filed Gr/Ni Ayes All</p>
<p><u>FINANCE DIRECTOR REPORTS</u></p>	
<p>*6. Disbursements, bills and claims for April 13, 2016 through April 26, 2016 – AUTHORIZED PAYMENTS</p>	<p>Authorized Payments Gr/Ni Ayes All</p>
<p><u>DEVELOPMENT SERVICES MANAGER REPORTS</u></p>	
<p>7. Freedom Plaza Visitor’s Center-Storefront – CITY ENGINEER JAY SCHLOSSER GAVE STAFF REPORT; AWARDED 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)</p>	<p>Awarded 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) Ni/Gr Ayes All</p>
<p>8. Freedom Plaza Visitor’s Center-Roofing – CITY ENGINEER JAY SCHLOSSER GAVE STAFF REPORT; AWARDED THE FREEDOM PLAZA VISITOR’S CENTER-ROOFING TO BSW ROOFING & SOLAR IN THE AMOUNT OF \$15,800.00 AND AUTHORIZED THE CITY MANAGER TO APPROVE ANY NECESSARY CHANGE ORDERS UP TO A MAXIMUM OF 5% OF THE ORIGINAL CONTRACT (OR \$790.00)</p>	<p>Awarded The Freedom Plaza Visitor’s Center-Roofing To Bsw Roofing & Solar In The Amount Of \$15,800.00 And Authorized The City Manager To Approve Any Necessary Change Orders Up To A Maximum Of 5% Of The Original Contract (Or \$790.00) Sm/Ni Ayes All</p>
<p>9. Valley Boulevard Bikeway Facilities Project Phase II – CITY ENGINEER JAY SCHLOSSER GAVE STAFF REPORT; AWARDED THE VALLEY BOULEVARD BIKEWAY FACILITIES PROJECT PHASE II TO CAL PRIME, INC. IN THE AMOUNT OF \$914,165.35 AND AUTHORIZED THE CITY MANAGER TO APPROVE ANY NECESSARY CHANGE ORDERS UP TO A MAXIMUM OF 5% OF THE ORIGINAL CONTRACT (OR \$45,708.27)</p>	<p>Awarded The Valley Boulevard Bikeway Facilities Project Phase Ii To Cal Prime, Inc. In The Amount Of \$914,165.35 And Authorized The City Manager To Approve Any Necessary Change Orders Up To A Maximum Of 5% Of The Original Contract (Or \$45,708.27) Gr/Ni Ayes All</p>
<p>10. Snyder Well Intertie Project – CITY ENGINEER JAY SCHLOSSER GAVE STAFF REPORT; AUTHORIZED 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)</p>	<p>Authorized 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</p>

ACTION TAKEN

11. Tract 4927 – Mulberry Estates, temporary removal of restriction against the issuance of Certificate of Occupancy – **CITY ENGINEER JAY SCHLOSSER GAVE STAFF REPORT; ALLOWED 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; SUBJECT TO POSTING SECURITY TO FOR THE COMPLETION....Post bond or security for the value of the remaining items approx. 15,000**

Authorized By \$12,000 (Total: \$28,300)
 Gr/Sm Motion Carried
 Wa No

Allowed 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
 Ni/Sm Motion Carried
 Wa No

POLICE CHIEF REPORTS

12. Agreement to enter accreditation process with commission on accreditation for law enforcement agencies (CALEA) – **POLICE CHIEF KENT KROEGER GAVE STAFF REPORT; ADOPTED RESOLUTION 11-16 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**

Adopted Resolution 11-16 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
 Gr/Wa Ayes All

CITY MANAGER REPORTS

*13. Non-commercial hangar rental agreement – **APPROVED NON-COMMERCIAL HANGAR RENTAL AGREEMENT FOR HANGAR 02W BETWEEN THE CITY OF TEHACHAPI AND BRANDON KORNGOLD AND AUTHORIZE THE MAYOR TO SIGN**

Approved Non-Commercial Hangar Rental Agreement For Hangar 02w Between The City Of Tehachapi And Brandon Korngold And Authorize The Mayor To Sign
 Gr/Ni Ayes All

*14. Non-commercial hangar rental agreement – **APPROVED NON-COMMERCIAL HANGAR RENTAL AGREEMENT FOR HANGAR 20E BETWEEN THE CITY OF TEHACHAPI AND SETH LIEBMAN AND AUTHORIZED THE MAYOR TO SIGN**

Approved Non-Commercial Hangar Rental Agreement For Hangar 20e Between The City Of Tehachapi And Seth Liebman And Authorized The Mayor To Sign
 Gr/Ni Ayes All

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

COUNCIL MEMBER ANNOUNCEMENTS OR REPORTS

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

The City Council/Boards adjourned at 7:45pm 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 16, 2016, at 6:00p.m.

TORI MARSH
City Clerk, City of Tehachapi

Approved this 16th day
Of May, 2016.

SUSAN WIGGINS
Mayor, City of Tehachapi



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

COUNCIL REPORTS

MEETING DATE: JUNE 6, 2016

AGENDA SECTION: CITY CLERK

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: ASHLEY WHITMORE, DEPUTY CITY CLERK

DATE: JUNE 1, 2016

SUBJECT: GENERAL MUNICIPAL ELECTION

BACKGROUND

A General Municipal Election, consolidated with the Statewide General Election, will be held in the City of Tehachapi on Tuesday, November 8, 2016, for the following Officers: Two (2) members of the City Council, a City Clerk, and a City Treasurer, all with full four (4) year terms. Additionally, it is desirable that the General Municipal Election be consolidated with the Statewide General Election to be held on the same date and that within this city, the precincts, polling places, and election officers of the two elections be the same, that the county election department of the County of Kern canvass the returns of the General Municipal Election, and that the election be held in all respects as if there were only one election.

RECOMMENDATION

ADOPT A RESOLUTION CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2016, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES; ADOPT A RESOLUTION REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF KERN TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2016, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO §10403 OF THE ELECTIONS CODE

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI, CALIFORNIA, CALLING FOR AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2016, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES

WHEREAS, under the provisions of the laws relating to General Law Cities in the State of California, a General Municipal Election shall be held on November 8, 2016, for the election of Municipal Officers;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TEHACHAPI, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the requirements of the laws of the State of California relating to General Law Cities, there is called and ordered to be held in the City of Tehachapi, California on Tuesday, November 8, 2016 a General Municipal Election for the purpose of electing two (2) Members of the City Council of the City for the full term of four years; a City Clerk for the full term of four years; and a City Treasurer for the full term of four years.

SECTION 2. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 3. That the Elections Official of the City of Tehachapi is authorized, instructed and directed to coordinate with the County of Kern Registrar-Recorder/County Clerk to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 4. That the polls for the election shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed, pursuant to Election Code Section 10242, except as provided in Section 14401 of the Elections Code of the State of California.

SECTION 5. That in all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 6. That notice of the time and place of holding the election is given and the Elections Official is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 7. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

SECTION 8. That the City Council authorizes the Elections Official to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

PASSED, APPROVED AND ADOPTED THIS 6th day of June, 2016.

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

SUSAN WIGGINS, Mayor of the
City of Tehachapi, California

ATTEST:

TORI MARSH
City Clerk of the City of Tehachapi

I hereby certify that the foregoing resolution was duly and regularly adopted by the City Council of the City of Tehachapi at a regular meeting thereof held on June 6, 2016.

TORI MARSH
City Clerk of the City of Tehachapi

RESOLUTION NO. 41-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF KERN TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2016, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO § 10403 OF THE ELECTIONS CODE

WHEREAS, the City Council of the City of Tehachapi called a General Municipal Election to be held on November 8, 2016, for the purpose of the election of two (2) Members to the City Council, a City Clerk, and a City Treasurer; and;

WHEREAS, it is desirable that the General Municipal Election be consolidated with the Statewide General Election to be held on the same date and that within the city the precincts, polling places and election officers of the two elections be the same, that the county election department of the County of Kern canvass the returns of the General Municipal Election, and that the election be held in all respects as if there were only one election;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TEHACHAPI DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the requirements of § 10403 of the Elections Code, the Board of Supervisors of the County of Kern is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General Election on Tuesday, November 4, 2014, for the purpose of the election of two (2) Members of the City Council, a City Clerk, and a City Treasurer.

SECTION 2. That the county election department is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used.

SECTION 3. That the Board of Supervisors is requested to issue instructions to the county election department to take any and all steps necessary for the holding of the consolidated election.

SECTION 4. That the City of Tehachapi recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs.

SECTION 5. That the City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the county election department of the County of Kern.

SECTION 6. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Tehachapi at a regular meeting this 6th day of June 2016.

AYES: _____
NOES: _____
ABSENT: _____
ABSTAIN: _____

SUSAN WIGGINS, Mayor of the
City of Tehachapi, California

ATTEST:

TORI MARSH
City Clerk of the City of Tehachapi

I hereby certify that the foregoing resolution was duly and regularly adopted by the City Council of the City of Tehachapi at a regular meeting thereof held on June 6, 2016.

TORI MARSH
City Clerk of the City of Tehachapi

Accounts Payable

Checks by Date - Detail By Vendor Number

User: afrescas
 Printed: 5/11/2016 - 8:42 AM



Vendor	Invoice No	Line Description	Check Amount
0015	211 Praxair Distribution Inc.		
Check No:	0	Check Date:	
	55100594	PW/Ind Acetylene/Ind High Press 100cf	81.38
		Check Total:	81.38
		Vendor Total:	81.38
0027	Atco International		
Check No:	0	Check Date:	
	10458443	Swr/Pursuit-94	144.05
	10458443-1	Use Tax 7.5% of \$134.00	-10.05
		Check Total:	134.00
		Vendor Total:	134.00
0030	The Bakersfield Californian		
Check No:	0	Check Date:	
	2647382	Eng/Advertisement for Planner Position	1,229.10
	2649891	Freedom Plaza/Notice Inviting Seal	1,502.60
		Check Total:	2,731.70
		Vendor Total:	2,731.70
0035	BC Laboratories Inc.		
Check No:	0	Check Date:	
	B232819	Swr/Influent-Effluent	325.00
	B232929	Wtr/Bacteriological/1185 Fig/1073 Hickory/802	36.00
	B233240	Wtr/Curry Reservoir	15.00
	B233299	Wtr/Curry Reservoir	15.00
	B233333	Swr/Influent-Effluent	325.00
	B233739	Wtr/Bacteriological/1341 Tanglewood/408 Oakv	36.00
		Check Total:	752.00
		Vendor Total:	752.00
0041	Benz Propane Company Inc.		
Check No:	0	Check Date:	
	238384515	PW/1228101/800 Enterprise	101.97
	238384516	Wtr/1228102/750 Enterprise	171.36
	238384516-1	Land/1228102/750 Enterprise	21.42
	238384516-2	PW/1228102/750 Enterprise	21.42
		Check Total:	316.17
		Vendor Total:	316.17
0061	BSK Associates		
Check No:	0	Check Date:	

Vendor	Invoice No	Line Description	Check Amount
	A608593	Swr/Effluent-Water Analysis	150.00
		Check Total:	150.00
		Vendor Total:	150.00
0127	State of California Department of Justi		
Check No:	0	Check Date:	
	164014	PW/New Employee-M Adams	10.88
	164014-1	Swr/New Employee-M Adams	10.56
	164014-2	Wtr/New Employee-M Adams	10.56
		Check Total:	32.00
		Vendor Total:	32.00
0155	FedEx		
Check No:	0	Check Date:	
	5-385-36726	Michael J O'Day	27.48
	5-385-36726-A	Dunkin Donuts/AECOM-Brian Nelson	56.65
	5-385-36726-B	Misc Minor Plan Check/AECOM Brian Nelson	32.71
	5-385-36726-C	Tehachapi Hospital/Stewart Title-Liz Brewer	15.69
	5-385-36726-D	Dunkin Donuts/AECOM Brian Nelson	35.64
	5-385-36726-E	East Tehachapi/SWRCB	29.38
	5-385-36726-F	Misc Minor Plan Check/AECOM Brian Nelson	35.71
		Check Total:	233.26
		Vendor Total:	233.26
0182	P&J Electric Inc.		
Check No:	0	Check Date:	
	5248	Swr/Trouble Shoot A/C Unit/Electrical Materials	346.75
		Check Total:	346.75
		Vendor Total:	346.75
0263	Lebeau Thelen LLP		
Check No:	0	Check Date:	
	7	PD/Tehachapi Police Foundation	231.00
		Check Total:	231.00
		Vendor Total:	231.00
0300	Mission Linen & Uniform Service		
Check No:	0	Check Date:	
	502316141	PW/Linen Maintenance	99.10
	502360979	Swr/Lg Dust Mop/Mats	49.40
	502407156	Swr/Lg Dust Mop/Mats	49.40
		Check Total:	197.90
		Vendor Total:	197.90
0304	Mojave Sanitation		
Check No:	0	Check Date:	
	2725772	Swr/965528800/800 Enterprise Way/Gate Fee-B	132.36
	2726180	Swr/975428801/800 Enterprise/Storage Contain	170.00
	2726443	Const/310163000/Gate Fee/Apr 5-28 2016	1,859.44
		Check Total:	2,161.80

Vendor	Invoice No	Line Description	Check Amount
		Vendor Total:	2,161.80
0322	Old Town Postal & Blueprint Service		
Check No:	0	Check Date:	
	3074-39	Freedom Plaza-Visitor Center/Materials & Suppl	25.80
		Check Total:	25.80
		Vendor Total:	25.80
0362	RSI Petroleum Products		
Check No:	0	Check Date:	
	0293331	PW/Reg Unleaded Gas/Diesel Fuel	632.30
	0293531	PW/Reg Unleaded Gas/Diesel Fuel	972.19
		Check Total:	1,604.49
		Vendor Total:	1,604.49
0373	Thomas F. Schroeter Attorney @ Law		
Check No:	0	Check Date:	
	592016	GG/Spring Conference-League of CA Cities	230.00
		Check Total:	230.00
		Vendor Total:	230.00
0424	Greater Tehachapi Chamber of Comm		
Check No:	0	Check Date:	
	9050	GG/Business Conference Table of 8	525.00
		Check Total:	525.00
		Vendor Total:	525.00
0426	Tehachapi-Cummings County Water E		
Check No:	0	Check Date:	
	16-005	Cost Allocation for 2015 Regional Urban Water	2,882.07
	542016	LLD/005403-Warrior Park/T10N/Apr 1-30 2016	127.63
	542016-1	LLD/005405/DS2 City Median/Apr 1-30 2016	187.96
	542016-2	LLD/005404/DS2KB Landscaping/Apr 1-30 201	102.88
	542016-3	Wtr/005400-Henway/SL6B/Apr 1-30 2016	4.50
	542016-4	Wtr/005402-TUSD/DS1/Apr 1-30 2016	4,499.75
	542016-5	Wtr/005399-Chemtool/SL6A/Apr 1-30 2016	15.14
	542016-6	Wtr/005401-Benz Sanitation/SL4N/Apr 1-30 20	4.50
		Check Total:	7,824.43
		Vendor Total:	7,824.43
0431	Tehachapi News		
Check No:	0	Check Date:	
	2650013	GG/Ref 14111514/City of Tehachapi	45.00
		Check Total:	45.00
		Vendor Total:	45.00
0450	USA Bluebook		
Check No:	0	Check Date:	
	924421	Swr/Wash Bottle 500 ML LDPE 4 Pk	54.38
		Check Total:	54.38

Vendor	Invoice No	Line Description	Check Amount
		Vendor Total:	54.38
0476	WITTS Everything for the Office		
Check No:	0	Check Date:	
	140339-1	Fin/Retractable Highlighters	4.06
	141114-0	Eng/Building Dept Custom Stamp/C Arbaut	84.82
	141284-0	GG/Cartridges/Tape	85.50
	141383-0	Eng/11x17 copy Paper/8.5x11 Copy Paper/Label	58.79
		Check Total:	233.17
		Vendor Total:	233.17
0543	BSE Rents		
Check No:	0	Check Date:	
	86297	Event Center-Equipment Rental	995.93
	87916	PW/Chain Saw Safety Kit	65.41
		Check Total:	1,061.34
		Vendor Total:	1,061.34
0610	Abate-A-Weed Inc.		
Check No:	0	Check Date:	
	696958	PW/Roundup Promax 30 Gal Drum	1,342.68
		Check Total:	1,342.68
		Vendor Total:	1,342.68
0689	Pioneer True Value Home Center		
Check No:	0	Check Date:	
	67456	Freedom Plaza Visitor Center - Keys	5.77
		Check Total:	5.77
		Vendor Total:	5.77
0832	ACWA/JPIA		
Check No:	0	Check Date:	
	0411045	Medical Premium-June 2016	52,708.05
	0411045-1	Dental Premium-June 2016	7,482.64
	0411045-2	Vision Premium-June 2016	1,143.72
	0411045-3	Life Premium-June 2016	1,212.30
	0411045-4	Life Premium Adjustment-June 2016	2.16
		Check Total:	62,548.87
		Vendor Total:	62,548.87
1005	Quad Knopf Inc.		
Check No:	0	Check Date:	
	84352	E Tehachapi Traffic Signal & Street Improve Pro	5,446.56
		Check Total:	5,446.56
		Vendor Total:	5,446.56
1055	Mercury Graphics		
Check No:	0	Check Date:	
	4773	GG/1000 Note Cards-Full Color Front & Back/C	309.60
		Check Total:	309.60

Vendor	Invoice No	Line Description	Check Amount
		Vendor Total:	309.60
1286	M&M's Sports Uniforms & Embroider		
Check No:	0	Check Date:	
	36362	GG/Donation Bench Plaques/K W Rooker	234.67
		Check Total:	234.67
		Vendor Total:	234.67
1313	Certified Laboratories		
Check No:	0	Check Date:	
	2280097	GG/Multi Fold Towles/Kleenex Bath Tissue/Kle	370.55
	2280097-1	Eng/Multi Fold Towles/Kleenex Bath Tissue/Kle	296.44
	2280097-2	Depot/Multi Fold Towls/Kleenex Bath Tissue/Kl	296.44
	2280097-3	Swr/Multi Fold Towles/Kleenex Bath Tissue/Kle	259.40
	2280097-4	Wtr/Multi Fold Towles/Kleenex Bath Tissue/Kle	259.39
		Check Total:	1,482.22
		Vendor Total:	1,482.22
1413	Kern Turf Supply Inc.		
Check No:	0	Check Date:	
	340725	Land/Diaphragm	105.35
	340819	Land/Elbow Sch 80 2" SS	9.34
		Check Total:	114.69
		Vendor Total:	114.69
1505	Benz Construction Services		
Check No:	0	Check Date:	
	2726518	Swr/58021002/800 Enterprise/KC Admin Fee/Rt	202.57
	2726520	PW/300421000/800 Enterprise/Roloff Svc/K.C.	409.39
		Check Total:	611.96
		Vendor Total:	611.96
1724	Banks Pest Control Inc.		
Check No:	0	Check Date:	
	487651	Air/BiMonthly Svc/314 N Hayes/100 Commerci	185.00
		Check Total:	185.00
		Vendor Total:	185.00
1729	Alpha Landscape Maintenance		
Check No:	0	Check Date:	
	12610	GG/Replanting Shrubs on Tehachapi Blvd-F & C	1,678.50
	12613	LLD/Warrior Park/Adjustable Sprinkler/Repair	73.80
	12613-1	Land/Pioneer Park/Adjustable Sprinkler/Repair	24.60
	12613-2	Strts/S Dennison/Rainbird 4 Sprinkler/Repair	36.54
	12613-3	LLD/Manzanita Park/Adjustable Sprinkler/Repa	24.60
	12613-4	LLD/Heritage Oaks/Rainbird Sprinkler/Repair	20.88
	12631	GG/City Hall Office	50.00
	12631-A	GG/Market Place	25.00
	12631-B	GG/Union Pacific	85.00
	12631-C	Strts/Mill St	400.00
	12631-D	Strts/Capital Hills-South Island	270.00
	12631-E	Strts/South Curry	227.00

Vendor	Invoice No	Line Description	Check Amount
	12631-F	Strts/Street Trees	11.00
	12631-G	Strts/Dennison St	720.00
	12631-H	Land/Pioneer Park	553.00
	12631-I	GG/Downtown Planters	82.00
	12631-J	Land/Railroad Park	505.00
	12631-K	GG/Pakring Lot & Wall	28.00
	12631-L	GG/Senior Center	105.00
	12631-M	Railroad Depot	128.00
	12631-N	GG/Tehachapi Blvd Phase 4	35.00
	12631-O	GG/Robinson St Parking Lot	25.00
	12631-P	Police Dept	35.00
	12631-Q	Strts/Voyager St Trees	10.00
	12631-R	GG/Centennial Plaza	40.00
	12631-S	LLD/Heritage Oaks	860.00
	12631-T	LLD/Clear View Estates	321.00
	12631-U	LLD/Aurum Hills	1,235.00
	12631-V	LLD/Alta Homes	7,790.00
	12631-W	LLD/Orchard Glen	3,632.00
	12631-X	LLD/Mill St Cottages	25.00
	12631-Y	LLD/Red Barn	95.00
		Check Total:	19,150.92
		Vendor Total:	19,150.92
1761	Bressler's Air Conditioning & Heating		
Check No:	0	Check Date:	
	9212	Swr/WWTP Electrical Bldg-Out Door Unit on H	691.44
		Check Total:	691.44
		Vendor Total:	691.44
1801	HD Supply Waterworks LTD		
Check No:	0	Check Date:	
	E772442	Wtr/Meter Exchange For TL Meters	3,908.70
	F358072	Wtr/3" MM Octave Meter Awwa Gal	1,895.23
	F389343	Wtr/#98472 Adapter F3/4	21.50
	F389518	Wtr/Redi Clamp Full Circle/Ball Corp Mipxmip	451.88
	F406819	Wtr/Pvc S80 Cplg Hxh	14.64
	F409462	Wtr/Fibrelyte Lid	158.50
	F415925	PW/Pvc Pipe/Solvent Weld Bell/Pvc Cplg	146.88
	F415945	PW/Cplg Epoxy Alloy B&N	193.02
	F416040	Wtr/Lay Flat Discharge Hose	253.70
	F418185	Wtr/Ball Corp Mipxmip/Drop In Oval Mtr Wash	483.24
	F432253	Wtr/Cuplg Mipxpjcts No Lead	216.01
	F433628	Wtr/Fibrelyte Lid	277.15
	F440019	Wtr/Fip X Insta-Tite Cts No Lead/Brass Nipples	294.98
	F447889	Wtr/Credit Memo/98472 Adapter	-21.50
		Check Total:	8,293.93
		Vendor Total:	8,293.93
1822	Ed Grimes		
Check No:	0	Check Date:	
	4272016	Council/KCAC Meeting-Bakersfield/E Grimes	43.20
		Check Total:	43.20
		Vendor Total:	43.20

Vendor	Invoice No	Line Description	Check Amount
1843	The Bank of New York Mellon Trust C		
Check No:	0	Check Date:	
	4262016	RDA 2005 Bond-Interest Payment/Loan TECHA	174,583.75
	4262016-1	RDA 2007 Bond-Interest Payment/#TEHACHA	201,672.50
		Check Total:	376,256.25
		Vendor Total:	376,256.25
1866	Bear Valley CSD		
Check No:	0	Check Date:	
	032016	PD/Dispatch Service - March 2016	35,381.95
	042016	PD/Dispatch Service - April 2016	35,381.95
		Check Total:	70,763.90
		Vendor Total:	70,763.90
1947	Tehachapi Lawn and Garden Equipme		
Check No:	0	Check Date:	
	13090	Wtr/Stihl Demolition Saw-Choke Switch Broker	104.77
	13510	PW/Gator Line	48.36
	41916	PW/Gator Line 105	18.26
		Check Total:	171.39
		Vendor Total:	171.39
2134	Ferguson Enterprises Inc #1350		
Check No:	0	Check Date:	
	3181258	PD/Pleated Air Filters	35.48
		Check Total:	35.48
		Vendor Total:	35.48
2147	Coffee Break Service Inc.		
Check No:	0	Check Date:	
	227710	GG/Coffee Service	297.10
	APR4496-IN	GG/Water Cooler Rental-April 2016	26.95
	MAY4369	GG/Water Cooler Rental - May 2016	26.95
		Check Total:	351.00
		Vendor Total:	351.00
2200	Argo Chemical		
Check No:	0	Check Date:	
	1604197	Chlor Sol 12.5% NSF Lot #WHY12022516	597.18
		Check Total:	597.18
		Vendor Total:	597.18
2201	SC Communications Inc.		
Check No:	0	Check Date:	
	3833-2	PD/Dispatch-Equipment	22,007.59
	96615	PD/Replaced Radio Power Plug & Antenna	54.23
		Check Total:	22,061.82
		Vendor Total:	22,061.82
2752	Fastenal Company		

Vendor	Invoice No	Line Description	Check Amount
Check No:	0	Check Date:	
	CATEH10652	PW/Orange Safety Vests	44.91
		Check Total:	44.91
		Vendor Total:	44.91
2776	Consolidated Electrical Dist.		
Check No:	0	Check Date:	
	0351524890	Air/47647 Blst Lamp	108.50
		Check Total:	108.50
		Vendor Total:	108.50
2963	AT&T		
Check No:	0	Check Date:	
	7905253	Swr/9391006716/Lift Station	19.29
	8021052	Air/9391006711/DSL Fax	54.55
	8021053	Swr/9391006714/Telemetry System	19.25
		Check Total:	93.09
		Vendor Total:	93.09
3104	Hilltop Publishers Home of the Loop		
Check No:	0	Check Date:	
	17281	GG/Full Back Page Golor Ad-Business Showcas	1,600.00
		Check Total:	1,600.00
		Vendor Total:	1,600.00
3173	Soto Tire & Wheels		
Check No:	0	Check Date:	
	0388	Const/New Tire 235-80-16	125.00
	0395	Air/Flat-Repair	20.00
		Check Total:	145.00
		Vendor Total:	145.00
3174	Tehachapi Auto Glass		
Check No:	0	Check Date:	
	C6276	PD/2008 Ford/DW1796GBN/Molding-Urethane	271.92
		Check Total:	271.92
		Vendor Total:	271.92
3199	Slick Fish Marketing Co.		
Check No:	0	Check Date:	
	2281	GG/Custom Articles/Scenic 395 Article & Ad	125.00
	2281-1	FTB Order #312613192904136373/25% of \$125	-31.25
	2283	GG.Ad-Loop Biz Showcase Full Page/Visitors G	135.00
	2283-1	FTB Order #312613192904136373/25% of \$135	-33.75
	2291	GG/Talk It Up/ED Maps/ Loop Ad	290.00
	2291-1	FTB Order #312613192904136373/25% of \$290	-72.50
		Check Total:	412.50
		Vendor Total:	412.50
3277	CoreLogic Information Solutions, Inc.		

Vendor	Invoice No	Line Description	Check Amount
Check No:	0	Check Date:	
	81689078	Eng/RealQuest Geographic Package	241.66
		Check Total:	241.66
		Vendor Total:	241.66
3281	Statewide Traffic Safety & Signs Inc.		
Check No:	0	Check Date:	
	12003010	Strts/36x36 Yel-Blk Warn Sign/Cust Street Name	261.10
		Check Total:	261.10
		Vendor Total:	261.10
3343	Ashley G. Whitmore		
Check No:	0	Check Date:	
	552016	GG/CCAC-Awards Dinner	168.48
		Check Total:	168.48
		Vendor Total:	168.48
3355	Got Weeds?		
Check No:	0	Check Date:	
	1059	Air/Mowing & Upkeep of Park	600.00
		Check Total:	600.00
		Vendor Total:	600.00
3363	RSINet		
Check No:	0	Check Date:	
	2903	Air/Data Service Jan-Mar 2016	180.00
		Check Total:	180.00
		Vendor Total:	180.00
3561	Lisa Wise Consulting Inc.		
Check No:	0	Check Date:	
	2191	Eng/Oak Tree Village	1,030.00
	2203	Eng/Annexation Research	697.25
	2209	Eng/Oak Tree Village Specific Plan	4,438.00
		Check Total:	6,165.25
		Vendor Total:	6,165.25
3639	Compass Rose Archaeological Inc.		
Check No:	0	Check Date:	
	1545-RS-16	Tucker Road Rehab Project	556.65
		Check Total:	556.65
		Vendor Total:	556.65
3657	Wiley D. Hughes Surveying Inc.		
Check No:	0	Check Date:	
	1678	Challenger Drive Structure/Elevation Shot and P	600.00
		Check Total:	600.00

Vendor	Invoice No	Line Description	Check Amount
		Vendor Total:	600.00
3674	Secure On-Site Shredding		
Check No:	0	Check Date:	
	2725060	GG/300421002/115 Robinson St/Shredding	35.00
	2725061	Swr/300421004/750 Enterprise Way/Shredding	35.00
		Check Total:	70.00
		Vendor Total:	70.00
3807	Diamond Technologies		
Check No:	0	Check Date:	
	107	PD/Encore USB Over Network Server	68.96
	16737	GG/Monthly Backup-Billing for April	3,677.08
	16749	IT/Replacement of Rockpile Camera	3,565.23
	16775	IT/Replacement for City Network	344.24
	16781	IT/Block Retainer Agreement	10,000.00
	16783	Freedom Plaza-Network Cabling	4,898.34
	16784	Freedom Plaza-Cameras	4,597.47
		Check Total:	27,151.32
		Vendor Total:	27,151.32
3844	Franchise Tax Board		
Check No:	0	Check Date:	
	2281	Order #312613192904136373-Slick Fish/ 25% o	31.25
	2283	Order #312613192904136373-Slick Fish/ 25% o	33.75
	2291	Order #312613192904136373-Slick Fish/ 25% o	72.50
		Check Total:	137.50
		Vendor Total:	137.50
3848	O'Reilly Automotive Inc		
Check No:	0	Check Date:	
	4447160792	PW/01 Chevy Silverado 1500 - Mirror	67.71
	4447161733	Wtr/Wiper Blades	32.23
	4447162907	PW/Battery Filler	11.81
		Check Total:	111.75
		Vendor Total:	111.75
3855	Central Valley Occupational Med Grp		
Check No:	0	Check Date:	
	5717-17	PW/DOT Exam/J Thompson	72.00
	5717-17-1	PD/Preplacement Exam-Police Tech/Drug Scree	88.00
	5717-17-2	PD/Preplacement Exam-Police Tech/Rehab/R M	90.00
		Check Total:	250.00
		Vendor Total:	250.00
3862	Cycle California! Magazine		
Check No:	0	Check Date:	
	11108	GF/1/3 Page Advertisement-Granfondo	654.00
		Check Total:	654.00
		Vendor Total:	654.00

Vendor	Invoice No	Line Description	Check Amount
3903	South Street Digital, Inc		
Check No:	0	Check Date:	
	10326	GF/Color Flyer	25.00
	10358	Tehachapi Strts Stop Gap	255.78
	10369	GF/March Brief	25.00
	10370	Valley Blvd Bikeway II	64.50
	10390	GF/Multi City Tri-Fold	413.20
	10396	GF/Talk It Up Monthly Brief	25.00
	10405	Scan and 2 Copies	196.46
	10432	GF/Bike Raffle Poster 23x23/Bike Interior & Frt	208.77
		Check Total:	1,213.71
		Vendor Total:	1,213.71
3925	Cal Prime Inc		
Check No:	0	Check Date:	
	R06010-8	Tehachapi Blvd Imp Phase III	37,912.17
	W13016-3	Snyder Well Intertie Project	27,944.49
	W13016-4	Snyder Well Intertie Proj	109,874.97
	Z14004-4	Freedom Plaza Project	152,105.69
	Z14004-5	Freedom Plaza Proj	54,045.98
		Check Total:	381,883.30
		Vendor Total:	381,883.30
3981	Inland Architects		
Check No:	0	Check Date:	
	90506	Freedom Plaza/200 W Tehachapi Remodel-Touri	738.58
		Check Total:	738.58
		Vendor Total:	738.58
3985	William Funderburk		
Check No:	0	Check Date:	
	542016	PD/SRPSTC Course-Sacramento/Meals/W Fund	225.00
	542016-1	PD/SRPSTC Course-Sacramento/Mileage/W Fu	304.99
		Check Total:	529.99
		Vendor Total:	529.99
4001	Victoria Marsh		
Check No:	0	Check Date:	
	522016	GG/City Clerk Assoc-Awards Dinner/Mileage R	171.72
		Check Total:	171.72
		Vendor Total:	171.72
4004	Dane Herron Industries Inc		
Check No:	0	Check Date:	
	303	OHV Motocross	2,900.00
		Check Total:	2,900.00
		Vendor Total:	2,900.00

Vendor	Invoice No	Line Description	Check Amount
Report Total:			1,016,931.03

Accounts Payable

Checks by Date - Detail By Vendor Number

User: afrescas
 Printed: 5/31/2016 - 5:25 PM



Vendor	Invoice No	Line Description	Check Amount
0035	BC Laboratories Inc.		
Check No:	0	Check Date:	
	B234053	Wtr/Bacteriological/1305 Alder/221 Hayes/1317	36.00
	B234335	Swr/Influent-Effluent	325.00
	B234546	Wtr/Bacteriological/309 I St/222 West D/1199 C	36.00
	B234546-1	Wtr/Bacteriological/Wahlstrom Well	25.00
	B234586	Wtr/Curry Reservoir	15.00
	B235434	Wtr/Bacteriological/1185 Fig/1073 Hickory/802	36.00
		Check Total:	473.00
		Vendor Total:	473.00
0061	BSK Associates		
Check No:	0	Check Date:	
	A610871	Wtr/Effluent/Water Analysis	150.00
	A610985	Wtr/Freshwater/Water Analysis	182.00
		Check Total:	332.00
		Vendor Total:	332.00
0155	FedEx		
Check No:	0	Check Date:	
	542326954	Eng/Express Mail/Accom-Brian Nelson	58.13
		Check Total:	58.13
		Vendor Total:	58.13
0260	Liebert Cassidy Whitmore		
Check No:	0	Check Date:	
	1420981	GG/Professional Services Rendered thru Apr 30	470.30
	1420982	PD/Litigation/Services Rendered Thru Apr 30 20	130.00
	1421151	PD/POA Negotiations	3,196.00
		Check Total:	3,796.30
		Vendor Total:	3,796.30
0263	Lebeau Thelen LLP		
Check No:	0	Check Date:	
	16	GG/General Business-Legal Services	4,053.00
	41	PD/Pitchess Motions	1,365.41
	59	Walmart CEQA Litigation	1,449.00
	9	PD/Price Property	21.00
		Check Total:	6,888.41
		Vendor Total:	6,888.41
0300	Mission Linen & Uniform Service		

Vendor	Invoice No	Line Description	Check Amount
Check No:	0	Check Date:	
	502498862	PW/Linen Maintenance	99.10
	502498863	Swr/Large Dust Mop/Mats	49.40
	502543245	PW/Linen Maintenance	104.52
	502543246	Swr/Large Dust Mop/Mats	49.40
		Check Total:	302.42
		Vendor Total:	302.42
0362	RSI Petroleum Products		
Check No:	0	Check Date:	
	0293966	PW/Reg Unleaded Gas/Diesel Fuel	723.48
	0293974	Swr/Red Dyed Diesel Fuel	552.16
	0293976	Wtr/Chev Superla WH Oil 21	1,831.69
	0294018	PW/PV Vent Threaded w/Screen Vapor Cap	480.52
	0294061	Wtr/Red Dyed Diesel	235.06
	0294219	PW/Reg Unleaded Gas/Diesel Fuel	587.72
		Check Total:	4,410.63
		Vendor Total:	4,410.63
0372	Southern California Edison		
Check No:	0	Check Date:	
	5202016	GG/3001191078/115 S Robinson/Apr 19-May 18	633.30
	5202016-A	Eng/3001191086/117 S Robinson/Apr 19-May 18	224.64
	5202016-B	PW/3027621308/100 Commercial Way/Apr 19-May 18	78.99
	5202016-C	PW/3027874638/101 Commercial Way/Apr 19-May 18	108.64
	5202016-D	Air/3001191005/314 N Hayes/Apr 19-May 18 20	92.94
	5202016-E	Air/3001191007/9999 1/2 Hayes/Apr 19-May 18	82.87
	5202016-F	Air/3001191024/316 S Mojave St/Apr 19-May 18	32.05
	5202016-G	Air/3010031432/314 N Hayes St Papi/Apr 19-May 18	82.20
	5202016-H	Air/3014805014/409 Bryan Ct/Apr 19-May 18 20	148.12
	5202016-I	Air/3022794036/West End Teh Airport/Apr 19-May 18	33.89
	5202016-J	Air/3026017222/314 N Hayes St #B/Apr 19-May 18	237.11
	5202016-K	Air/3031602904/314 N Hayes St #G3/Apr 19-May 18	24.24
	5202016-L	Air/3033415083/Dennison s/o Hwy 58/Apr 19-May 18	107.16
	5202016-M	Air/3031228520/314 N Hayes St/Apr 19-May 18	124.74
	5202016-N	PW/3027165130/800 Enterprise/Apr 19-May 18 20	91.71
	5202016-O	PW/3030594014/800 Enterprise Shop/Apr 19-May 18	180.43
	5202016-P	Swr/3001191027/800 Enterprise/Apr 19-May 18	314.68
		Check Total:	2,597.71
		Vendor Total:	2,597.71
0431	Tehachapi News		
Check No:	0	Check Date:	
	2645157	GG/Tehachapi City Council	32.50
	2645157-1	GG/City of Tehachapi	85.00
	2645157-2	Swr/Advertisement for Laborer	34.96
	2645157-3	Wtr/Advertisement for Laborer	34.96
	2645157-4	PW/Advertisement for Laborer	34.96
	2645157-5	Tehachapi Blvd Rehap III	258.75
	2645157-6	Valley Blvd Bikeway	242.50
		Check Total:	723.63
		Vendor Total:	723.63
0476	WITTS Everything for the Office		

Vendor	Invoice No	Line Description	Check Amount
Check No:	0	Check Date:	
	141425-0	Strts/Teh Blvd Rehab III	18.24
	141425-0A	GG/Receipt Rolls	32.97
	141463-0	PD/Liner/Multifold Towles/Hand Soap/Sanitizer	300.38
	141469-0	PD/CD-R Disc 100pk	24.71
	141501-0	PD/8.5x11 Paper	206.34
	141556-0	GG/Hanging & File Folders/Crtdgs/Clock/Dryer	192.19
	141576-0	GG/8.5x11 Copy Paper	117.24
	141584-0	GG/3x3 Note Cards/Highlighters	8.16
	141585-0	GG/Adhesive Roller/DOT Refill	12.69
	730889-0	PD/Door Stop/Cartridge/Tape	56.44
		Check Total:	969.36
		Vendor Total:	969.36
0478	Zee Medical Service		
Check No:	0	Check Date:	
	34-222982	Swr/First Aid Supplies/750 Enterprise Way	54.02
	34-222982-1	Wtr/First Aid Supplies/750 Enterprise Way	54.02
	34-222983	PW/First Aid Supplies/800 Enterprise Way	84.33
	34-222984	GG/First Aid Supplies/115 S Robinson	56.92
	34-222986	PD/First Aid Supplies/220 West C St	49.77
	34-222987	Const/First Aid Supplies/100 Commercial Way	61.97
		Check Total:	361.03
		Vendor Total:	361.03
0493	Kieffe & Sons Ford		
Check No:	0	Check Date:	
	23123	PD/16 Ford Exp TE-30/Oil Pan-Leak/Dents/Cha	870.78
		Check Total:	870.78
		Vendor Total:	870.78
0842	Kern Transit		
Check No:	0	Check Date:	
	5252016	Transit/Total Operation Costs/Feb 2016	12,573.26
	5252016-1	Transit/Less Farebox Revenue/Feb 2016	-359.28
	5252016-2	Transit/Total Operation Costs/Mar 2016	13,560.72
	5252016-3	Transit/Less Farebox Revenue/Mar 2016	-372.82
		Check Total:	25,401.88
		Vendor Total:	25,401.88
0972	The Tire Store		
Check No:	0	Check Date:	
	90172	Wtr/Ram 4500 V-26 Convt HDR	800.00
	90172-1	Wtr/Ram 4500 V-26 Convt HDR	800.00
		Check Total:	1,600.00
		Vendor Total:	1,600.00
1030	Colson's Auto Repair & Radiator Shop		
Check No:	0	Check Date:	
	0025545	GG/Sales Tax Service	1,532.91
		Check Total:	1,532.91

Vendor	Invoice No	Line Description	Check Amount
		Vendor Total:	1,532.91
1055	Mercury Graphics		
Check No:	0	Check Date:	
	4777	Ref/City of Tehachapi Door Hangers	197.09
	4777-1	Wtr/City of Tehachapi Door Hangers	197.08
	4777-2	Swr/City of Tehachapi Door Hangers	197.08
	4780	Vinaly Removed From Corwn Vic TEI/Expediti	711.65
		Check Total:	1,302.90
		Vendor Total:	1,302.90
1061	USDA Rural Development		
Check No:	0	Check Date:	
	5112016	Case #040150956000801/Code 92/Loan #03/Int	1,779.75
	5112016-1	Case #040150956000801/Code 92/Loan #03/Pri	2,000.00
	5112016-2	Case #040150956000801/Code 91/Loan #01/Int	3,233.25
	5112016-3	Case #040150956000801/Code 91/Loan #01/Pri	3,700.00
		Check Total:	10,713.00
		Vendor Total:	10,713.00
1070	Kern County Environmental Health D:		
Check No:	0	Check Date:	
	5242016	Hot Dog Festival/Community Event Health Pern	375.00
		Check Total:	375.00
		Vendor Total:	375.00
1413	Kern Turf Supply Inc.		
Check No:	0	Check Date:	
	363839	WWTP/1" Elect Valve/11" 24vac Plastic Valve	87.92
	363955	WWTP/Union-Sch 80 1"	41.95
		Check Total:	129.87
		Vendor Total:	129.87
1724	Banks Pest Control Inc.		
Check No:	0	Check Date:	
	490930	GG/#114606/115 S Robinson/Bi-Monthly Svc	72.00
	491216	GG/#116142/104 S Robinson/Bi-Monthly Svc	79.00
		Check Total:	151.00
		Vendor Total:	151.00
1759	State Water Resources Control Board		
Check No:	0	Check Date:	
	5192016	State Revolving Fund-#11807-550-0/Principal P:	88,214.40
	5192016-1	State Revolving Fund-#11807-550-0/Interest Pay	48,257.93
		Check Total:	136,472.33
		Vendor Total:	136,472.33
1801	HD Supply Waterworks LTD		
Check No:	0	Check Date:	
	E734817	Wtr/Meter Exchange	434.30
	F456261	Wtr/Rubber FF Oval Gasket	51.60

Vendor	Invoice No	Line Description	Check Amount
	F456261-1	Wtr/Bilge Pump W/6' Hose	301.00
	F492635	Wtr/Monroe School/Backflow	8,745.29
		Check Total:	9,532.19
		Vendor Total:	9,532.19
1822	Ed Grimes		
Check No:	0	Check Date:	
	5182016	Kingbird Solar Proj Ceremony/Board of Direct	119.88
		Check Total:	119.88
		Vendor Total:	119.88
1958	Kevin Phillips		
Check No:	0	Check Date:	
	665300	Air/Repair Hanger Door #02W	175.00
		Check Total:	175.00
		Vendor Total:	175.00
1982	SSD Systems		
Check No:	0	Check Date:	
	1181132-A	Air/Alarm Svc/314 Hayes St-Pilots Lounge/June	39.25
	1181132-AB	Const/Alarm Svc/100 Commercial Way/June 1-3	37.01
	1181132-AC	Eng/Alarm Svc/129 East F St-Annex/June 1-30	49.00
	1181132-AD	PW/Alarm Svc/800 Enterprise-Public Works/Jun	49.66
	1181132-AE	Wtr/Alarm Svc/750 Enterprise-Water Treatment/	66.17
	1181132-AF	Wtr/Alarm Svc/750 Enterprise-Water Storage/Ju	54.95
	1181132-AG	Depot/Alarm Svc/101 Tehachapi Bl-Fire Depot/1	84.37
	1181132-AH	PD/Alarm Svc/220 C St-Police Dept/June 1-30 2	149.52
	1181132-AI	GG/Alarm Svc/115 S Robinson-City Hall/June 1	37.01
	1181132-AJ	Air/Alarm Svc/314 Hayes-Radio Back up/June 1	24.67
		Check Total:	591.61
		Vendor Total:	591.61
2134	Ferguson Enterprises Inc #1350		
Check No:	0	Check Date:	
	3181258	PD/Pleated Air Filter	35.48
		Check Total:	35.48
		Vendor Total:	35.48
2178	The Daily Independent		
Check No:	0	Check Date:	
	5232016	GG/Newspaper Subscription	174.72
		Check Total:	174.72
		Vendor Total:	174.72
2200	Argo Chemical		
Check No:	0	Check Date:	
	1605051	Swr/Calcium Hypochlorite	2,047.52
		Check Total:	2,047.52
		Vendor Total:	2,047.52

Vendor	Invoice No	Line Description	Check Amount
2237	Tehachapi Community Orchestra		
Check No:	0	Check Date:	
	5242016	Hotdog Festival Entertainment @ Coy Burnett	750.00
		Check Total:	750.00
		Vendor Total:	750.00
2733	Urban Futures Inc.		
Check No:	0	Check Date:	
	CD-2016-101	UFI ID#200740/2007 Tax Allocation Bonds	1,750.00
	CD-2016-101-A	UFI ID#200529/2005 Tax Allocation Bonds	1,750.00
		Check Total:	3,500.00
		Vendor Total:	3,500.00
2752	Fastenal Company		
Check No:	0	Check Date:	
	CATEH0873	PW/Safety Glasses	12.32
		Check Total:	12.32
		Vendor Total:	12.32
2902	Sim Sanitation Inc		
Check No:	0	Check Date:	
	36216	Air/Mo Std Unit Rental/Mo Handicap Rental /Ju	82.00
		Check Total:	82.00
		Vendor Total:	82.00
2963	AT&T		
Check No:	0	Check Date:	
	8033894	PD/9391040069/Phone Lines	414.26
	8034063	Swr/9391006710/Scada	114.24
	8034064	GG/9391006712/City Hall Line 1	419.20
	8034065	Swr/9391006713/WWTP Office	118.90
	8034066	Depot/9391006715/Rail Road Depot	54.01
	8034067	Swr/9391006716/Lift Station	18.52
	8034068	GG/9391006717/City Hall Fax	69.75
	8034069	Air/9391006718/AWOS	19.25
	8034070	PW/9391006719/DSL Fax	36.67
	8034071	Air/9391006720/Fuel System	19.25
	8034072	LLD/9391006721/Auto Dialer 1002 Applewood	19.25
	8034263	PD/9391009314/Long Distance	29.24
	8049245	PD/9391006708/T1 Line	299.21
	8057623	PD/939100679/Subscriber Access Line	165.95
		Check Total:	1,797.70
		Vendor Total:	1,797.70
2981	Burke Williams & Sorenson LLP		
Check No:	0	Check Date:	
	200856	LLD/Professional Svc Rendered Thru Apr 30 20	21.00
		Check Total:	21.00
		Vendor Total:	21.00
3011	Verizon Wireless		

Vendor	Invoice No	Line Description	Check Amount
Check No:	0	Check Date:	
	9765428037	Fin/Mobil Broadband/H Chung	13.55
	9765428037-1	Wtr/Mobil Broadband/T Brown	6.77
	9765428037-2	Swr/Mobil Broadband/T Brown	6.77
		Check Total:	27.09
		Vendor Total:	27.09
3066	AECOM Technical Services Inc.		
Check No:	0	Check Date:	
	33736636	Dunkin Donuts-Project 60248561/Svc from Mar	2,807.16
	37736646	2015-2016 General Services	351.00
	37736665	Motocross Project	4,950.00
		Check Total:	8,108.16
		Vendor Total:	8,108.16
3281	Statewide Traffic Safety & Signs Inc.		
Check No:	0	Check Date:	
	12003118	Strts/Intfl Stencil Guard 5G Pail/Custom Sign (L	179.18
		Check Total:	179.18
		Vendor Total:	179.18
3355	Got Weeds?		
Check No:	0	Check Date:	
	1062	Air/Gardening Services	600.00
	1065	WWTP/Spray Pre Emergent & Weed Killer-WW	1,305.00
		Check Total:	1,905.00
		Vendor Total:	1,905.00
3371	Tehachapi POPS Orchestra		
Check No:	0	Check Date:	
	5242016	Hotdog Festival-Entertainment @ Central Park	500.00
		Check Total:	500.00
		Vendor Total:	500.00
3503	Solenis LLC		
Check No:	0	Check Date:	
	131051744	Swr/Praestol K 148 L IBC 1000L	3,989.03
		Check Total:	3,989.03
		Vendor Total:	3,989.03
3561	Lisa Wise Consulting Inc.		
Check No:	0	Check Date:	
	2210	CD/Services thru Apr 30 2016	1,599.25
		Check Total:	1,599.25
		Vendor Total:	1,599.25
3568	Provost & Pritchard		
Check No:	0	Check Date:	
	58031	Snyder Well Intertie	160.50
	58053	H Street Sidewalk Improvement Project	3,991.26

Vendor	Invoice No	Line Description	Check Amount
		Check Total:	4,151.76
		Vendor Total:	4,151.76
3615	Michelle Vance		
Check No:	0	Check Date:	
	5242016	Hotdog Festival-Wiener Dog Awards	350.00
		Check Total:	350.00
		Vendor Total:	350.00
3708	Customized Custodial Services		
Check No:	0	Check Date:	
	COT0616	City Hall/Janitorial Services/June 2016	979.00
	COT0616-A	Senior Center/Janitorial Services/June 2016	495.00
	COT0616-B	PD/Janitorial Services/June 2016	2,145.00
	COT0616-C	RR Depot/Janitorial Services/June 2016	275.00
	COT0616-D	Airport/Janitorial Services/June 2016	308.00
	COT0616-E	Const/Janitorial Services/June 2016	308.00
	COT0616-F	WWTP/Janitorial Services/June 2016	583.00
	COT0616-G	Eng/Janitorial Services/June 2016	594.00
		Check Total:	5,687.00
		Vendor Total:	5,687.00
3747	The Garage		
Check No:	0	Check Date:	
	5544	Const/06 Chevy Silverado/Oil Change/Brakes	490.68
	5545	Const/08 John Deere Tractor/Oil Change/Fuel &	137.19
		Check Total:	627.87
		Vendor Total:	627.87
3807	Diamond Technologies		
Check No:	0	Check Date:	
	16820	Wtr/Pots Line at WWTP	1,455.34
	16878	Air/Davis St Gate/Panel & Power Supply	3,296.92
	16879	IT/Computer-New Planner	1,401.55
	16885	IT/Access Control Cards	307.63
		Check Total:	6,461.44
		Vendor Total:	6,461.44
3855	Central Valley Occupational Med Grp		
Check No:	0	Check Date:	
	5717-18	PD/Dispatch/Preplacement Exam-Drug Screen/E	178.00
		Check Total:	178.00
		Vendor Total:	178.00
3880	Joel Beckman		
Check No:	0	Check Date:	
	5232016	GG/Reimburse of Security Dep for Special Even	200.00
		Check Total:	200.00
		Vendor Total:	200.00

Vendor	Invoice No	Line Description	Check Amount
3887	Chris Fulton		
Check No:	0	Check Date:	
	5242016	GG/Hotdog Festival-Entertainment-Central Park	300.00
		Check Total:	300.00
		Vendor Total:	300.00
3969	Michael K Nunley & Assoc Inc		
Check No:	0	Check Date:	
	2197	Freedom Plaza Project	818.75
	2198	WWTP Recycled Water Pump	883.75
	2228	Event Center OHV	1,858.75
		Check Total:	3,561.25
		Vendor Total:	3,561.25
4000	Big Jims		
Check No:	0	Check Date:	
	1061	Land/Husky Blower Starter Repair	29.07
		Check Total:	29.07
		Vendor Total:	29.07
4007	Kathleen Gair		
Check No:	0	Check Date:	
	5242016	Hotdog Festival Entertainment-Coy Burnett Field	400.00
		Check Total:	400.00
		Vendor Total:	400.00
4008	CALPAC		
Check No:	0	Check Date:	
	5252016	PD/Membership Renewal Application/K Kroege	100.00
		Check Total:	100.00
		Vendor Total:	100.00
4009	TESSCO		
Check No:	0	Check Date:	
	757148	PD/Motorola Batteries for Officer Radios	946.54
		Check Total:	946.54
		Vendor Total:	946.54
		Report Total:	257,602.35

Accounts Payable

Check Detail

User: afrescas
 Printed: 05/31/2016 - 5:19PM



Check Number	Check Date	Amount
0610 - Abate-A-Weed Inc. 001-030-6005-000		
44986	05/25/2016	
Inv	1353193	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/12/2016	Roundup Promax 30 gal Drum	1,342.68
Inv	1353193 Total	1,342.68
44986 Total:		1,342.68
0610 - Abate-A-Weed Inc. Total:		1,342.68
0020 - American Water Works Association 442-401-6300-000		
44987	05/25/2016	
Inv	7001199331	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/24/2016	Wtr/#00693426-Jon Curry/Membership Renew Aug 1 2016-Jul 31 2	105.00
Inv	7001199331 Total	105.00
44987 Total:		105.00
0020 - American Water Works Association Total:		105.00
1695 - Applegate Garden Florist 001-010-6010-000		
44988	05/25/2016	
Inv	41026/1	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/13/2016	GG/Flower Arrangement-Dougan's Collison	49.40
Inv	41026/1 Total	49.40
44988 Total:		49.40
1695 - Applegate Garden Florist Total:		49.40
1851 - AT&T 001-010-7320-000		
44989	05/25/2016	

Check Number	Check Date		Amount
Inv	512016		
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/01/2016	GG/White Pages #24813431106697/May 1-31 2016		18.81
Inv 512016 Total			18.81
44989 Total:			18.81
1851 - AT&T Total:			18.81
1912 - Bakersfield Well & Pump Company 442-403-7100-000			
44990	05/25/2016		
Inv	16537		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/29/2016	Wtr/Wahlstrom Well Improve		81,560.00
Inv 16537 Total			81,560.00
44990 Total:			81,560.00
1912 - Bakersfield Well & Pump Company Total:			81,560.00
0035 - BC Laboratories Inc. 444-403-6780-000			
44991	05/25/2016		
Inv	B233823		
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/04/2016	Swr/Influent-Effluent		325.00
Inv B233823 Total			325.00
44991 Total:			325.00
0035 - BC Laboratories Inc. Total:			325.00
3645 - Blueprint Service			
44992	05/25/2016		
Inv	872219		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/25/2016	PD/Mounting Foam Board/Plotting BW Bond		76.65
Inv 872219 Total			76.65
44992 Total:			76.65
3645 - Blueprint Service Total:			76.65

Check Number	Check Date	Amount
3274 - Bright House Networks 001-010-7320-000		
44993	05/25/2016	
Inv	064495401051616	
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/16/2016	GG/Internet Services/May 21-June 20 2016	173.76
Inv 064495401051616 Total		173.76
44993 Total:		173.76
3274 - Bright House Networks Total:		173.76
4006 - CALEA		
44994	05/25/2016	
Inv	21995	
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/06/2016	PD/Accreditation Fee	8,475.00
Inv 21995 Total		8,475.00
44994 Total:		8,475.00
4006 - CALEA Total:		8,475.00
2478 - DataProse Inc.		
44995	05/25/2016	
Inv	DP1601221	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/30/2016	Ref/Printing-Spring Clean Up Insert/Apr 1-30 2016	107.05
Inv DP1601221 Total		107.05
Inv	DP1601221-1	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/30/2016	Wtr/Printing-Spring Clean Up Insert/Apr 1-30 2016	214.08
Inv DP1601221-1 Total		214.08
Inv	DP1601221-2	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/30/2016	Swr/Printing-Spring Clean Up Insert/Apr 1-30 2016	214.08
Inv DP1601221-2 Total		214.08
Inv	DP1601221-3	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/30/2016	Ref/Postage	216.24
Inv DP1601221-3 Total		216.24

Check Number	Check Date	Amount
Inv DP1601221-4		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/30/2016	Wtr/Postage	432.47
Inv DP1601221-4 Total		432.47
Inv DP1601221-5		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/30/2016	Swr/Postage	432.47
Inv DP1601221-5 Total		432.47
Inv DP1601221-6		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/30/2016	GG/Postage	42.53
Inv DP1601221-6 Total		42.53
44995 Total:		1,658.92
2478 - DataProse Inc. Total:		1,658.92
4005 - David P Whalen		
44996	05/25/2016	
Inv 5102016		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/10/2016	Reimburse-Home Occupation App, Business To Be Run In County	95.00
Inv 5102016 Total		95.00
44996 Total:		95.00
4005 - David P Whalen Total:		95.00
2874 - Department of Justice Accounting Office		
44997	05/25/2016	
Inv 165520		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/04/2016	PD/Fingerprint Apps-FBI-Child Abuse-Record Review	261.00
Inv 165520 Total		261.00
44997 Total:		261.00
2874 - Department of Justice Accounting Office Total:		261.00

Check Number	Check Date		Amount
1801 - HD Supply Waterworks LTD 442-403-7140-000			
44998	05/25/2016		
Inv	E495087		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/29/2016	Exchange Agreement/Top Load Exchange Program		651.46
Inv E495087 Total			651.46
Inv	E637676		
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/29/2016	Metr Replacement-Exchange Program for 1" TL Meters		2,605.80
Inv E637676 Total			2,605.80
Inv	E882536		
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/03/2016	Wtr/Stock Exchange 1 B109 Meter/Top Load Exchange Program		434.30
Inv E882536 Total			434.30
Inv	F389580		
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/03/2016	Wtr/Trumbull Wrench		82.42
Inv F389580 Total			82.42
Inv	F432264		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/29/2016	Wtr/2 Adpt Mipxpjcts No Lead		229.78
Inv F432264 Total			229.78
Inv	F452712		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/29/2016	Wtr/Caution Barricade Yellow Tape		215.00
Inv F452712 Total			215.00
Inv	F454800		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/29/2016	Wtr/Fibrelyte Lid		184.77
Inv F454800 Total			184.77
44998 Total:			4,403.53
1801 - HD Supply Waterworks LTD Total:			4,403.53
2218 - Hillside Interiors			
44999	05/25/2016		

Check Number	Check Date	Amount
Inv 886995		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/10/2016	PW/Truck Seat-Charcol Vinal/M Curiel	100.00
Inv 886995 Total		100.00
44999 Total:		100.00
2218 - Hillside Interiors Total:		100.00
0223 - Kern County Auditors Office		
45000	05/25/2016	
Inv 5162016		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/16/2016	Parking Citation Revenue/March 2016	44.00
Inv 5162016 Total		44.00
45000 Total:		44.00
0223 - Kern County Auditors Office Total:		44.00
1865 - Kern EDC 511-511-6300-000		
45001	05/25/2016	
Inv 6662		
<u>Line Item Date</u>	<u>Line Item Description</u>	
01/28/2016	GG/2016 Economic Summit Sponsorship	2,500.00
Inv 6662 Total		2,500.00
45001 Total:		2,500.00
1865 - Kern EDC Total:		2,500.00
3838 - Michael J. O'Day and Associates		
45002	05/25/2016	
Inv 051016		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/17/2016	PD/Pre Employment Background Investigation Police Tech	8,459.28
Inv 051016 Total		8,459.28
45002 Total:		8,459.28
3838 - Michael J. O'Day and Associates Total:		8,459.28

Check Number	Check Date		Amount
0300 - Mission Linen & Uniform Service 001-030-5170-000			
45003	05/25/2016		
Inv	502360978		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/26/2016	PW/Linen Maintenance		104.52
Inv 502360978 Total			104.52
Inv	502407155		
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/03/2016	PW/Linen Maintenance		99.10
Inv 502407155 Total			99.10
Inv	502452744		
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/10/2016	Swr/Large Dust Mop/Mats		49.40
Inv 502452744 Total			49.40
45003 Total:			253.02
0300 - Mission Linen & Uniform Service Total:			253.02
3725 - Powerstride Battery Co. Inc.			
45004	05/25/2016		
Inv	B86236		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/28/2016	Swr/34 78 1000		98.90
Inv B86236 Total			98.90
Inv	B86256		
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/05/2016	Swr/2 27 TM		219.19
Inv B86256 Total			219.19
45004 Total:			318.09
3725 - Powerstride Battery Co. Inc. Total:			318.09
0362 - RSI Petroleum Products 001-030-7400-000			
45005	05/25/2016		
Inv	0293677		
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/03/2016	PW/Reg Unleaded Gas/Diesel Fuel		878.46
Inv 0293677 Total			878.46

Check Number	Check Date	Amount
45005 Total:		878.46
0362 - RSI Petroleum Products Total:		878.46
3674 - Secure On-Site Shredding		
45006	05/25/2016	
Inv 2725062		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/30/2016	PD/300421006/Shredding	35.00
Inv 2725062 Total		35.00
45006 Total:		35.00
3674 - Secure On-Site Shredding Total:		35.00
3173 - Soto Tire & Wheels 001-100-7110-000		
45007	05/25/2016	
Inv 306		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/28/2016	Const/Flat Tire Repair	10.00
Inv 306 Total		10.00
45007 Total:		10.00
3173 - Soto Tire & Wheels Total:		10.00
0399 - Sparkletts 444-403-6080-000		
45008	05/25/2016	
Inv 43658800504411		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/01/2016	Swr/5 Gal Water Bottles/Cooler Rental	20.00
Inv 43658800504411 Total		20.00
45008 Total:		20.00
0399 - Sparkletts Total:		20.00
3281 - Statewide Traffic Safety & Signs Inc. 442-403-7130-000		
45009	05/25/2016	
Inv 12003088		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/04/2016	Strts/Type II Glass Beads/Intl Fast Dry WB/Intl 5G Pail	937.83

Check Number	Check Date	Amount
Inv 12003088 Total		937.83
45009 Total:		937.83
3281 - Statewide Traffic Safety & Signs Inc. Total:		937.83
0433 - Tehachapi Recycling		
44984	05/23/2016	
Inv 322016		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/02/2016	Swr/Recycling Contract/Period 9	14,817.74
Inv 322016 Total		14,817.74
44984 Total:		14,817.74
0433 - Tehachapi Recycling Total:		14,817.74
0434 - Tehachapi Sanitation		
44985	05/23/2016	
Inv 3122016		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/12/2016	Wtr/Refuse Contract/Period 9	70,424.30
Inv 3122016 Total		70,424.30
Inv 332016		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/03/2016	Wtr/Kern Cty Gate Fec/Period 9	14,418.53
Inv 332016 Total		14,418.53
44985 Total:		84,842.83
0434 - Tehachapi Sanitation Total:		84,842.83
0445 - Tehachapi Senior Center Inc. 001-000-2126-000		
45010	05/25/2016	
Inv 5172016		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/17/2016	Senior Center Space Rent-May 2016	400.00
Inv 5172016 Total		400.00
45010 Total:		400.00

Check Number	Check Date	Amount
0445 - Tehachapi Senior Center Inc. Total:		400.00
3730 - Tractor Supply Credit Plan		
45011	05/25/2016	
Inv	004749	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/04/2016	PW/Travel Pump Lever Action	53.74
Inv 004749 Total		53.74
Inv	012573	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/12/2016	PW/Lights	32.19
Inv 012573 Total		32.19
Inv	018532	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/18/2016	PW/Boots/M Adams	40.20
Inv 018532 Total		40.20
Inv	018532-1	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/18/2016	Wtr/Boots/M Adams	39.02
Inv 018532-1 Total		39.02
Inv	018532-2	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/18/2016	Swr/Boots/M Adams	39.02
Inv 018532-2 Total		39.02
Inv	021408	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/21/2016	Air/Cylinder 40lb Lp Dot Opd	239.45
Inv 021408 Total		239.45
45011 Total:		443.62
3730 - Tractor Supply Credit Plan Total:		443.62
3011 - Verizon Wireless 001-100-7320-000		
45012	05/25/2016	
Inv	9764628255	
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/01/2016	PD/Mobile Broadband/Apr 2-May 1 2016	609.48

Check Number	Check Date	Amount
Inv 9764628255	Total	609.48
45012 Total:		609.48
3011 - Verizon Wireless Total:		609.48
0476 - WITTS Everything for the Office 001-010-6010-000		
44983	05/18/2016	
Inv	140339-1	
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/09/2016	Fin/Retractable Highlighters	4.06
Inv 140339-1	Total	4.06
Inv	141114-0	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/14/2016	Eng/Building Dept Custom Stamp/C Arbaut	84.82
Inv 141114-0	Total	84.82
Inv	141284-0	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/29/2016	GG/Cartridges/Tape	85.50
Inv 141284-0	Total	85.50
Inv	141383-0	
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/09/2016	Eng/11x17 copy Paper/8.5x11 Copy Paper/Labels	58.79
Inv 141383-0	Total	58.79
44983 Total:		233.17
0476 - WITTS Everything for the Office Total:		233.17
Total:		213,447.27

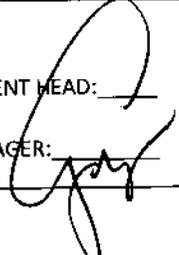
CITY OF TEHACHAPI
 TREASURER'S REPORT
 FY 2015-16

MONTH END BANK STATEMENT BALANCE

BANK ACCOUNTS			11/30/2015	12/31/2015	1/31/2016	2/29/2016	3/31/2016	4/30/2016
	Institution	Acct#						
General Checking	Bank of the Sierra	21002-06457	504,930.60	642,489.61	268,335.74	307,824.03	238,902.97	506,902.60
Water Deposit Trust	Bank of the Sierra	21002-08503	110,840.00	110,840.00	113,210.00	110,160.00	114,450.00	112,180.00
AD 83-1/87-1, Tucker	Bank of the Sierra	21004-80193	0.00	0.00	0.00	0.00	0.00	0.00
AD 89-3	Bank of the Sierra	21002-81054	0.00	0.00	0.00	0.00	0.00	0.00
Payroll	Bank of the West	709-031215	94,978.17	94,679.62	94,189.80	93,793.44	93,459.54	93,089.77
AFLAC Flex Spending	Bank of the West	709-039747	14,394.12	14,619.38	14,907.33	15,679.09	15,775.51	16,081.85
Airport key Deposit/Cr Card Purch	Bank of the West	709-029821	149,296.15	158,624.77	164,294.36	177,240.31	189,235.05	206,789.64
Ashtown Water Escrow	Bank of the West	CD 709-000-855969	107,978.09	107,978.09	107,978.09	107,978.09	107,978.09	107,978.09
1994/2004 Refunding Bond	Bank of New York	870513-870517	0.00	0.00	0.00	0.00	0.00	48,235.50
LAIF	State of California	98-15-914	6,255,980.20	5,955,980.20	7,565,297.41	7,565,297.41	7,565,297.41	7,277,207.38
Total Funds in Banks			7,238,397.33	7,085,211.67	8,328,212.73	8,377,972.37	8,325,098.57	8,368,464.83
INVESTMENTS								
CSJVRMA Investment Pool	Chandler Asset Mgt	1113	2,066,520.00	2,064,201.00	2,084,178.00	2,088,443.00	2,093,985.00	2,094,631.00
Loaned to Wtr/Swr to pay-off COP2000			0.00	0.00	0.00	0.00	0.00	0.00
Total Investments			2,066,520.00	2,064,201.00	2,084,178.00	2,088,443.00	2,093,985.00	2,094,631.00
TOTAL PORTFOLIO			9,304,917.33	9,149,412.67	10,412,390.73	10,466,415.37	10,419,083.57	10,463,095.83
RDA SUCCESSOR AGENCY FUNDS								
RDA 2007	Bank of New York	870951/52/53/54	734,320.99	362,780.16	362,783.66	362,786.76	362,789.66	362,792.76
RDA 2005	Bank of New York	870711-16	681,397.50	322,176.25	322,179.34	322,182.09	322,184.66	322,187.41
Successor Agency RDA	LAIF	98-15-914 (2)	3,143,650.05	3,143,650.05	3,143,650.05	3,143,650.05	3,143,650.05	3,143,650.05
Total RDA Successor Agency Funds			4,559,368.54	3,828,606.46	3,828,613.05	3,828,618.90	3,828,624.37	3,828,630.22



COUNCIL REPORTS

APPROVED	
DEPARTMENT HEAD:	
CITY MANAGER:	

MEETING DATE: JUNE 6, 2016 AGENDA SECTION: FINANCE DIRECTOR

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: HANNAH CHUNG, FINANCE DIRECTOR

DATE: MAY 24, 2016

SUBJECT: MANDATED COST (SB 90) CLAIMS FILING CONTRACT

Article XIII B of the California State Constitution requires that whenever the Legislature or any State agency mandates a new program or higher level of service upon local government, the state must provide a subvention of funds to reimburse the associated costs. SB 90, the State Mandated Cost Reimbursement legislation, is the vehicle for local government agencies to claim reimbursable expenditures mandated by the State.

In order for the City to obtain the maximum reimbursement that the law permits, the City has been working with Andy Nichols for SB 90 Mandated Cost Claims filing since 2001/02 and the City has filed over \$185,000 for the mandated cost claims since.

FISCAL IMPACT

The service fee for the fiscal year 2014-15 and 2015-16 claims filing is \$2,400. The total mandated cost claims filed for the fiscal year 2013/14 was \$9,589.

RECOMMENDATION

It is staff's recommendation for Council to approve the contract with Nichols Consulting for the SB 90 filing service with Nichols Consulting.

Nichols Consulting

CONTRACT FOR PROFESSIONAL SERVICES

This Contract is made and entered into this _____ of _____ 2016, by and between the **City of Tehachapi**, a city under the laws of the State of California (hereinafter referred to as "City") and Nichols Consulting, a sole-proprietor (hereinafter referred to as "Consultant").

RECITALS

- A. City has the authority to seek reimbursement for certain costs from the State of California pursuant to California Government Code Section 17550 et seq.
- B. City has the authority to contract for the preparation of said Claims through a designated individual or entity.
- C. Consultant is qualified to provide the service of preparing said Claims in consideration for the fees, expenses, and costs stipulated in this Contract.

Therefore, the parties to this Contract agree as follows:

I. CONSULTANT'S RESPONSIBILITIES

- A. Consultant shall review all eligible claiming opportunities and prepare all Claims whose State-imposed timely and late deadlines, for reimbursement, fall between the time of execution of this Contract and June 30, 2017. Consultant shall collect, document and process the information necessary for Consultant to file the claims on behalf of the City.
- B. Consultant will provide City with a copy of Claims and supporting documentation prepared pursuant to this Contract. The copy will be provided following the state imposed deadline for said Claims.
- C. Consultant shall implement a Claims monitoring and documentation process in the course of Consultant's duties.
- D. Consultant agrees not to exceed the amount of the fee proposal set forth in Appendix A to this Contract without prior written authorization of the City.

- E. Consultant will make good faith effort to file Claims in accordance with existing laws, regulations and applicable written guidelines but does not warrant the reimbursable nature or likelihood of success of reimbursement of any particular Claim.
- F. Consultant shall advise City of all official action which is necessary under applicable federal and state constitutional provisions, state statutes and regulations, and any other applicable provisions, in order that City may fulfill its responsibilities as set forth in Section II, paragraph C of this Contract for Services.

II. CITY'S RESPONSIBILITIES

- A. City will provide Consultant with all the documents, records and information necessary to prepare Claims in a timely manner.
- B. City agrees to pay Consultant, a fee of \$2,400.00 for services rendered. Consultant's fee is due and payable in three separate and equal installments of \$2,400.00. The dates of these installment payments are: June 30, 2016, September 30, 2016 and March 31, 2017. Consultant's fee is not-to-exceed \$2,400.00, unless approved by City in writing. The payment of Consultant fee is not dependent on the amount of Claims ultimately reimbursed by the State of California.
- C. City agrees to take that official action which is necessary under applicable federal and state constitutional provisions, state statutes and regulations, and any other applicable provisions, to perform its obligations under this Contract in a timely manner.

III. MODIFICATIONS

This Contract may be modified only by a written amendment to this Contract, executed by both parties.

IV. TERMINATION OF CONTRACT

This Contract may be terminated by mutual written consent or by either party, provided that the terminating party gives ninety (90) days written notice to the other party, without cause. Upon receipt of a Notification of Termination, Consultant shall promptly discontinue all services affected. Consultant shall provide the City with all work products completed up to the date of termination. In the event of termination, City shall reimburse Consultant for all direct service hours on work-in-process at \$125.00 per hour. However, in no event shall City be obligated to pay more than the total amount of the Contract.

V. ATTORNEY'S FEES AND COSTS

In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Contract (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Contract, each party shall bear its own attorney fees, together with any costs and expenses to resolve the dispute and to enforce the final judgment.

VI. SEVERABILITY

If any term of this contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of this Contract shall remain in full force and effect and shall not be affected.

VII. NOTICES

All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope postage prepaid and deposited with an overnight delivery service or with a United States Post Office for delivery by first class and certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

**City of Tehachapi
Attn: Finance Director
115 South Robinson Street
Tehachapi, CA 93561**

**Nichols Consulting
1857 44th Street
Sacramento, CA 95819**

VIII. AUTHORITY

The individuals executing this Contract represent and warrant that they have the legal power and authority to this contract and to contractually bind their respective entities.

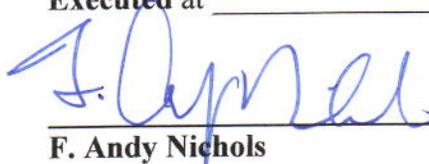
IX. GOVERNING LAW

The validity of this Contract and each of its terms and provisions, as well as the rights and duties of the parties under this Contract, shall be construed pursuant to and in accordance with the laws of the State of California.

X. ENTIRE AGREEMENT

This Contract, which includes the "Proposal for Contract for Professional Services" set forth as Appendix A, supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject of this Contract. This Contract contains all of the covenants and agreements between the parties with respect to the subject of this Contract, and each party acknowledges that no representatives, inducements, promises, or agreements embodied in this Contract. No agreement, statement, or promise not contained in this Contract shall be valid or binding on the parties with respect to the subject of this Contract.

Executed at _____, California, on the day and year set forth above.

 _____, **President**
F. Andy Nichols

Nichols Consulting
1857 44th Street
Sacramento, CA 95819

_____, **Title** _____

_____ **Print Name**

City of Tehachapi
115 South Robinson Street
Tehachapi, CA 93561

APPENDIX A

PROPOSAL FOR CONTRACT FOR SERVICES

This proposal for the **City of Tehachapi** is to provide the services set forth under Paragraph I of the Contract for Professional Services relating to the preparation of Claims for reimbursement pursuant to California Government Code Section 17550 et seq.

Consultant's fee shall be \$2,400.00, for claims prepared on behalf of the City beginning with the time of execution of this Contract and ending June 30, 2017. Consultant's fee is due and payable in three separate and equal installments of \$2,400.00. The dates of these installment payments are: June 30, 2016, September 30, 2016 and March 31, 2017.

This Proposal is **valid until June 30, 2016** unless extended in writing by Consultant.

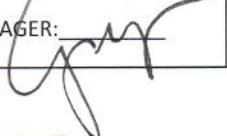
May 10, 2016


_____, President
F. Andy Nichols

Nichols Consulting
1857 44th Street
Sacramento, CA 95819



COUNCIL REPORTS

APPROVED	
DEPARTMENT HEAD:	
CITY MANAGER:	

MEETING DATE: JUNE 6, 2016 **AGENDA SECTION:** ECONOMIC DEVELOPMENT

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: MICHELLE VANCE, ECONOMIC DEVELOPMENT COORDINATOR

DATE: May 24, 2016

SUBJECT: HOTDOG FESTIVAL 2016 – KIDDIE AMUSEMENTS OF BAKERSFIELD

BACKGROUND

Attached to this report is an agreement between the City of Tehachapi and Kiddie Amusements of Bakersfield for entertainment at the July 4th Hotdog Festival. Kiddie Amusements will provide one bounce house, one giant slide, one obstacle course, one monkey motion and one rock climbing wall at Philip Marx Central Park in Tehachapi, CA, from 11:00 am to 4:00 pm on July 4, 2016.

RECOMMENDATION

APPROVE THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND KIDDIE AMUSEMENTS OF BAKERSFIELD

AGREEMENT

THIS AGREEMENT made this _____ day of _____ 2016, by and between the CITY OF TEHACHAPI, hereinafter "City", and Cheryl Ruiz dba Kiddie Amusements of Bakersfield [*INC., a California Corporation*], hereinafter "Contractor,"

W I T N E S S E T H:

WHEREAS, City is sponsoring a July 4, 2016 Hot Dog Festival and wishes to contract with Contractor to provide certain amusements (the "Entertainment"); and

WHEREAS, Contractor wishes to contract with City to provide the Entertainment and City is agreeable thereto under the terms and conditions hereinafter described.

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

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

2. Contractor agrees to provide the following Entertainment: One (1) Bounce House, One (1) Giant Slide, One (1) Obstacle Course, One (1) Monkey Motion, and One (1) Rock Wall on July 4, 2016 at Central Park in Tehachapi, California from 11:00 a.m. to 4:00 p.m. (the "Entertainment").

3. All costs incurred by Contractor in providing the Entertainment including, without limitation, insurance costs and fees, transportation, sales tax, and administration, shall be paid by Contractor at its sole cost and expense.

4. In the performance of Contractor's duties hereunder, Contractor shall provide One Bounce House, One Giant Slide, One Obstacle Course, One Monkey Motion, and One Rock Wall; all amusements including but not limited to all equipment, supplies, and other items necessary or convenient to providing the Entertainment at Contractor's sole cost and expense.

5. Contractor, at Contractor's sole cost and expense, shall maintain throughout the term of this Agreement (i) all Worker's Compensation Insurance where and in the amounts required by law, (ii) a Comprehensive General Public Liability Insurance Policy from a company approved by City for protection against liability to the public arising as an incident of Contractor's performance hereunder

in amounts not less than \$1 million per occurrence and said policy shall be primary insurance naming City, its officers, councilpersons, employees, contractors, and representatives as additional insured and affording City at least 10 days notice prior to cancellation or reduction of coverage, and (iii) Vehicle Liability Insurance in amounts not less than those set forth in Subparagraph (ii) of this Article 5. In the event any such policy shall lapse or be canceled, City may, at City's sole discretion, terminate this Agreement without further notice to Contractor. Contractor shall provide City with a Certificate of Insurance verifying Contractor's compliance with the foregoing. This Agreement shall not be effective until City has received and approved same.

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

7. In addition to any other methods of termination described in this Agreement, City may terminate this Agreement at any time upon determination that Contractor is not performing its duties properly or has otherwise breached this Agreement. In addition to the foregoing and any other methods of termination authorized in this Agreement, City may terminate this Agreement upon notice to Contractor at City's sole and absolute discretion in which case this Agreement shall terminate immediately. In the event of any termination without cause, Contractor shall be entitled to payment for Contractor's performance of its obligations hereunder to the date of termination subject to City's approval and acceptance of Contractor's performance.

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

9. In the performance of its obligations hereunder, Contractor acknowledges that Contractor and Contractor's employees, subcontractors, agents, and representatives may encounter dangerous conditions either on real property owned or controlled by City, or in the manner in which Contractor is required to or chooses to perform its obligations hereunder, or in any other aspect or part of its performance hereunder. Contractor for itself and on behalf of its employees, subcontractors, agents, and representatives assumes the risk of same and hereby waives, releases, and forever discharges City, its officers, councilpersons, employees, contractors, agents, and representatives from any and all liability, claims, actions, losses, costs, and expenses arising out of all injuries, and damages which may be suffered by Contractor or Contractor's employees, subcontractors, agents, or representatives including, but not limited to, any of

same attributable in any way to any act or omission to act or any negligence whatsoever, whether passive or active, by City, or City's officers, councilpersons, employees, contractors, agents, or representatives. Contractor represents and warrants that it has read and fully understands the provisions of Section 1642 of the Civil Code of California which states as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Contractor on behalf of itself and its employees, subcontractors, agents, and representatives hereby expressly waives and releases any right or benefit which each has or may have under Civil Code Section 1642.

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

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

12. Any notice required under this Agreement shall be effective immediately upon personal delivery of same in writing to the party to whom it is directed or upon deposit in the United States mail, first class, postage prepaid, addressed as hereinafter described or upon facsimile transmission to the facsimile number hereinafter described or upon verbal notification of the party to be notified either in person or by telephone at the telephone number hereinafter described (unless written notice is specifically required elsewhere in this Agreement or under the law). The following shall be used in providing the foregoing notices: City - City Manager, 116 South Robinson Street, Tehachapi, California 93561, Fax - (661) 822-2197, Telephone – (661) 822-2200; and Contractor – Cheryl Ruiz, 9902 Turfway Court, Bakersfield, California, 93312, www.kiddieamusement.com of the foregoing as it relates to the party by giving written notice to the other party of the change in the manner set forth herein.

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

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

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

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

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

SUSAN WIGGINS, Mayor,
City of Tehachapi, California

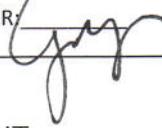
Kiddie Amusements of Tehachapi,
"Contractor"

By: _____

Name: Cheryl Ruiz

Its:



APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: 

COUNCIL REPORTS

MEETING DATE: JUNE 6, 2016 AGENDA SECTION: ECONOMIC DEVELOPMENT

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS
FROM: MICHELLE VANCE, ECONOMIC DEVELOPMENT COORDINATOR
DATE: May 24, 2016
SUBJECT: HOTDOG FESTIVAL 2016 – KATHLEEN GAIR - MOVIN ON

BACKGROUND

Attached to this report is an agreement between the City of Tehachapi and Movin On for entertainment at the July 4th Hotdog Festival. Movin On will provide a musical performance at Coy Burnett Field in Tehachapi, CA, from 5:00 pm to 6:30 pm on July 4, 2016. Payment for this entertainment will be in the amount of \$400.00.

RECOMMENDATION

APPROVE THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND MOVIN ON – KATHLEEN GAIR

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2016, by and between the CITY OF TEHACHAPI, hereinafter "City", and MOVIN ON dba Robin Hairston, hereinafter "Contractor,"

WITNESSETH:

WHEREAS, City is sponsoring the July 4th Hot Dog Festival (the "Festival") and wishes to contract with Contractor to provide entertainment; and

WHEREAS, Contractor is agreeable to providing entertainment as hereinafter described under the terms and conditions hereinafter set forth.

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

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

2. Contractor agrees that the Contractor will perform on July 4, 2016 as follows (the "Entertainment"): at the Coy Burnett Field in Tehachapi, California from 5:00 p.m. – 6:30 p.m.

3. Contractor agrees to provide the Entertainment for agreed upon fee of \$400.00.

4. In the performance of Contractor's duties hereunder, Contractor shall provide all instruments and equipment including chairs, music stands, and music stand lights necessary or convenient to providing the Entertainment at Contractor's sole cost and expense. Contractor shall be solely responsible for the cost of the Entertainment traveling to City and for all costs of remaining in City, including, without limitation, hotel or motel accommodations, and for all costs to return to Entertainment's place of business, at Contractor's sole cost and expense. The City will provide the sound system at its expense.

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

6. In addition to any other methods of termination described in this Agreement, City may terminate this Agreement at any time upon determination that Contractor is not performing its duties properly or has otherwise breached this Agreement. In the event of termination based on nonperformance or other breach of this Agreement, City shall so notify Contractor and this Agreement shall be immediately terminated thereafter and City shall have no liability for any further payment of the Fee. Provided, however, that if Contractor fails to perform the Entertainment at all, then Contractor shall not be entitled to any portion of the Fee. In addition to the foregoing and any other methods of termination authorized in this Agreement, City may terminate this Agreement upon 30 days written notice to Contractor at City's sole and absolute discretion. In the event of any termination without cause, Contractor shall be entitled to payment for Contractor's performance of its obligations hereunder to the date of termination subject to City's approval and acceptance of Contractor's performance.

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

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

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

10. Any notice required under this Agreement shall be effective immediately upon personal delivery of same in writing to the party to whom it is directed or upon deposit in the United States mail, first class, postage prepaid, addressed as hereinafter described or upon facsimile transmission to the facsimile number hereinafter described or upon verbal notification of the party to be notified either in person or by telephone at the telephone number hereinafter described (unless written notice is specifically required elsewhere in this Agreement or under the law). The following shall be used in providing the foregoing notices: City - City Manager, 116 South Robinson Street, Tehachapi, California 93561, Fax - (661) 822-2197, Telephone - (661) 822-2200; and Contractor - Kathleen Gair, PO BOX 427, Tehachapi, CA 93581. Any party may change any of the foregoing as it relates

to the party by giving written notice to the other party of the change in the manner set forth herein.

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

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

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

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

16. Faxed copies of this fully executed Agreement shall be as effective as an original for all purposes.

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

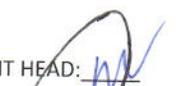
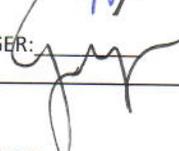
SUSAN WIGGINS, Mayor,
City of Tehachapi, California

MOVIN ON

By: _____
Kathleen Gair



COUNCIL REPORTS

APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: 

MEETING DATE: JUNE 6, 2016 **AGENDA SECTION:** ECONOMIC DEVELOPMENT

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: MICHELLE VANCE, ECONOMIC DEVELOPMENT COORDINATOR

DATE: May 24, 2016

SUBJECT: HOTDOG FESTIVAL 2016 – CHRIS FULTON

BACKGROUND

Attached to this report is an agreement between the City of Tehachapi and Chris Fulton for entertainment at the July 4th Hotdog Festival. Chris Fulton will provide a musical performance at Central Park in Tehachapi, CA, from 11:00 am to 1:30 pm on July 4, 2016. Payment for this entertainment will be in the amount of \$300.00.

RECOMMENDATION

APPROVE THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND CHRIS FULTON

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2016, by and between the CITY OF TEHACHAPI, hereinafter "City", and CHRIS FULTON, hereinafter "Contractor,"

W I T N E S S E T H :

WHEREAS, City is sponsoring the July 4th Hot Dog Festival (the "Festival") and wishes to contract with Contractor to provide entertainment; and

WHEREAS, Contractor is agreeable to providing entertainment as hereinafter described under the terms and conditions hereinafter set forth.

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

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.
2. Contractor agrees that the Contractor will perform on July 4, 2016 as follows (the "Entertainment"): at the Coy Burnett Field in Tehachapi, California from 11:00 a.m. – 1:30 p.m.
3. Contractor agrees to provide the Entertainment for agreed upon fee of \$300.00.
4. In the performance of Contractor's duties hereunder, Contractor shall provide all instruments and equipment including chairs, music stands, and music stand lights necessary or convenient to providing the Entertainment at Contractor's sole cost and expense. Contractor shall be solely responsible for the cost of the Entertainment traveling to City and for all costs of remaining in City, including, without limitation, hotel or motel accommodations, and for all costs to return to Entertainment's place of business, at Contractor's sole cost and expense. The City will provide the sound system at its expense.

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

6. In addition to any other methods of termination described in this Agreement, City may terminate this Agreement at any time upon determination that Contractor is not performing its duties properly or has otherwise breached this Agreement. In the event of termination based on nonperformance or other breach of this Agreement, City shall so notify Contractor and this Agreement shall be immediately terminated thereafter and City shall have no liability for any further payment of the Fee. Provided, however, that if Contractor fails to perform the Entertainment at all, then Contractor shall not be entitled to any portion of the Fee. In addition to the foregoing and any other methods of termination authorized in this Agreement, City may terminate this Agreement upon 30 days written notice to Contractor at City's sole and absolute discretion. In the event of any termination without cause, Contractor shall be entitled to payment for Contractor's performance of its obligations hereunder to the date of termination subject to City's approval and acceptance of Contractor's performance.

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

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

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

10. Any notice required under this Agreement shall be effective immediately upon personal delivery of same in writing to the party to whom it is directed or upon deposit in the United States mail, first class, postage prepaid, addressed as hereinafter described or upon facsimile transmission to the facsimile number hereinafter described or upon verbal notification of the party to be notified either in person or by telephone at the telephone number hereinafter described (unless written notice is specifically required elsewhere in this Agreement or under the law). The following shall be used in providing the foregoing notices: City - City Manager, 116 South Robinson Street, Tehachapi, California 93561, Fax - (661) 822-2197, Telephone - (661) 822-2200; and Contractor - Chris Fulton, PO BOX 593, Tehachapi, CA 93581, Phone - (661) 972-3667. Any party may change any of the

foregoing as it relates to the party by giving written notice to the other party of the change in the manner set forth herein.

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

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

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

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

16. Faxed copies of this fully executed Agreement shall be as effective as an original for all purposes.

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

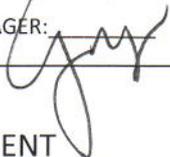
SUSAN WIGGINS, Mayor,
City of Tehachapi, California

Chris Fulton

By: _____
Chris Fulton



COUNCIL REPORTS

APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: 

MEETING DATE: JUNE 6, 2016 **AGENDA SECTION:** ECONOMIC DEVELOPMENT

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: MICHELLE VANCE, ECONOMIC DEVELOPMENT COORDINATOR

DATE: May 24, 2016

SUBJECT: HOTDOG FESTIVAL 2016 – TPOPS

BACKGROUND

Attached to this report is an agreement between the City of Tehachapi and TPOps for entertainment at the July 4th Hotdog Festival. TPOps will provide a musical performance at Central Park in Tehachapi, CA, from 1:30 pm to 4:00 pm on July 4, 2016. Payment for this entertainment will be in the amount of \$500.00.

RECOMMENDATION

APPROVE THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND TPOPS

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2016, by and between the CITY OF TEHACHAPI, hereinafter "City", and THE TEHACHAPI POPS, hereinafter "Contractor,"

WITNESSETH:

WHEREAS, City is sponsoring the July 4 Hot Dog Festival (the "Festival") and wishes to contract with Contractor to provide entertainment; and

WHEREAS, Contractor is agreeable to providing entertainment as hereinafter described under the terms and conditions hereinafter set forth.

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

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.
2. Contractor agrees that the Orchestra will perform on July 4, 2016 as follows (the "Entertainment"): at the Philip Marx Park (Central Park) in Tehachapi, California from 1:30 p.m. – 4:00 p.m.
3. Contractor agrees to provide the Entertainment for agreed upon fee of \$500.00 payable upon completion of the Entertainment.
4. In the performance of Contractor's duties hereunder, Contractor shall provide all instruments and equipment including chairs, music stands, and music stand lights necessary or convenient to providing the Entertainment at Contractor's sole cost and expense. Contractor shall be solely responsible for the cost of the Entertainment traveling to City and for all costs of remaining in City, including, without limitation, hotel or motel accommodations, and for all costs to return to Entertainment's place of business, at Contractor's sole cost and expense. The City will provide the sound system at its expense.
5. Contractor hereby indemnifies, agrees to defend, and holds harmless City, its officers, councilpersons, employees, contractors, and representatives from

any and all claims, demands, suits, judgments, liability, damages, costs, and expenses arising in any manner out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof including but not limited to any act or omission to act on the part of Contractor or Contractor's employees, subcontractors, agents, or representatives.

6. In addition to any other methods of termination described in this Agreement, City may terminate this Agreement at any time upon determination that Contractor is not performing its duties properly or has otherwise breached this Agreement. In the event of termination based on nonperformance or other breach of this Agreement, City shall so notify Contractor and this Agreement shall be immediately terminated thereafter and City shall have no liability for any further payment of the Fee. Provided, however, that if Contractor fails to perform the Entertainment at all, then Contractor shall not be entitled to any portion of the Fee. In addition to the foregoing and any other methods of termination authorized in this Agreement, City may terminate this Agreement upon 30 days written notice to Contractor at City's sole and absolute discretion. In the event of any termination without cause, Contractor shall be entitled to payment for Contractor's performance of its obligations hereunder to the date of termination subject to City's approval and acceptance of Contractor's performance.

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

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

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

10. Any notice required under this Agreement shall be effective immediately upon personal delivery of same in writing to the party to whom it is directed or upon deposit in the United States mail, first class, postage prepaid, addressed as hereinafter described or upon facsimile transmission to the facsimile number hereinafter described or upon verbal notification of the party to be notified either in person or by telephone at the telephone number hereinafter described (unless written notice is specifically required elsewhere in this Agreement or under the law). The following shall be used in providing the foregoing notices: City - City Manager, 116 South Robinson Street, Tehachapi, California 93561, Fax - (661) 822-2197, Telephone - (661) 822-2200; and Contractor – Debby Hand, 206 East F Street, Tehachapi, California 93561, Telephone - (661) 823-9994. Any party may change any of the foregoing as it relates to the party by giving written notice to the other party of the change in the manner set forth herein.

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

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

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

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

16. Faxed copies of this fully executed Agreement shall be as effective as an original for all purposes.

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

—

SUSAN WIGGINS, Mayor
City of Tehachapi, California

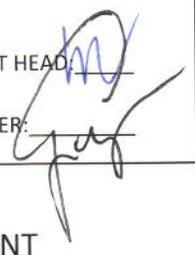
TEHACHAPI POPS

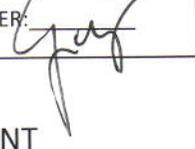
Deborah Hand



COUNCIL REPORTS

APPROVED

DEPARTMENT HEAD: 

CITY MANAGER: 

MEETING DATE: JUNE 6, 2016 AGENDA SECTION: ECONOMIC DEVELOPMENT

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: MICHELLE VANCE, ECONOMIC DEVELOPMENT COORDINATOR

DATE: May 24, 2016

SUBJECT: HOTDOG FESTIVAL 2016 – TEHACHAPI COMMUNITY ORCHESTRA

BACKGROUND

Attached to this report is an agreement between the City of Tehachapi and Tehachapi Community Orchestra for entertainment at the July 4th Hotdog Festival. Tehachapi Community Orchestra will provide a musical performance at Coy Burnett Field in Tehachapi, CA, from 7:00 pm to 9:00 pm on July 4, 2016. Payment for this entertainment will be in the amount of \$750.00.

RECOMMENDATION

APPROVE THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND TEHACHAPI COMMUNITY ORCHESTRA

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2016, by and between the CITY OF TEHACHAPI, hereinafter "City", and THE TEHACHAPI COMMUNITY ORCHESTRA, a non-profit corporation, hereinafter "Contractor,"

W I T N E S S E T H:

WHEREAS, City is sponsoring the July 4th Hot Dog Festival (the "Festival") and wishes to contract with Contractor to provide entertainment; and

WHEREAS, Contractor is agreeable to providing entertainment as hereinafter described under the terms and conditions hereinafter set forth.

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

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.
2. Contractor agrees that the Orchestra will perform on July 4, 2016 as follows (the "Entertainment"): at the Coy Burnett Field (Jacobsen Middle School) in Tehachapi, California from 7:00 p.m. – 9:00 p.m.
3. Contractor agrees to provide the Entertainment for agreed upon fee of \$750.00.
4. In the performance of Contractor's duties hereunder, Contractor shall provide all instruments and equipment including chairs, music stands, and music stand lights necessary or convenient to providing the Entertainment at Contractor's sole cost and expense. Contractor shall be solely responsible for the cost of the Entertainment traveling to City and for all costs of remaining in City, including, without limitation, hotel or motel accommodations, and for all costs to return to Entertainment's place of business, at Contractor's sole cost and expense. The City will provide the sound system at its expense.

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

6. In addition to any other methods of termination described in this Agreement, City may terminate this Agreement at any time upon determination that Contractor is not performing its duties properly or has otherwise breached this Agreement. In the event of termination based on nonperformance or other breach of this Agreement, City shall so notify Contractor and this Agreement shall be immediately terminated thereafter and City shall have no liability for any further payment of the Fee. Provided, however, that if Contractor fails to perform the Entertainment at all, then Contractor shall not be entitled to any portion of the Fee. In addition to the foregoing and any other methods of termination authorized in this Agreement, City may terminate this Agreement upon 30 days written notice to Contractor at City's sole and absolute discretion. In the event of any termination without cause, Contractor shall be entitled to payment for Contractor's performance of its obligations hereunder to the date of termination subject to City's approval and acceptance of Contractor's performance.

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

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

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

10. Any notice required under this Agreement shall be effective immediately upon personal delivery of same in writing to the party to whom it is directed or upon deposit in the United States mail, first class, postage prepaid, addressed as hereinafter described or upon facsimile transmission to the facsimile number hereinafter described or upon verbal notification of the party to be notified either in person or by telephone at the telephone number hereinafter described (unless written notice is specifically required elsewhere in this Agreement or under the law). The following shall be used in providing the foregoing notices: City - City Manager, 116 South Robinson Street, Tehachapi, California 93561, Fax - (661) 822-2197, Telephone - (661) 822-2200; and Contractor - Phyllis Belcher, 605 South Snyder Ave, Tehachapi, CA 93561. Any party may change any of the

foregoing as it relates to the party by giving written notice to the other party of the change in the manner set forth herein.

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

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

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

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

16. Faxed copies of this fully executed Agreement shall be as effective as an original for all purposes.

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

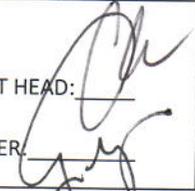
SUSAN WIGGINS, Mayor,
City of Tehachapi, California

TEHACHAPI COMMUNITY ORCHESTRA

By: _____
Phyllis Belcher



COUNCIL REPORTS

APPROVED	
DEPARTMENT HEAD:	_____
CITY MANAGER:	_____

MEETING DATE: JUNE 6, 2016 AGENDA SECTION: DEVELOPMENT SERVICES

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: JOHN (JAY) SCHLOSSER, DEVELOPMENT SERVICES DIRECTOR

DATE: MAY 31, 2016

SUBJECT: CONSULTANT AGREEMENT WITH RRM DESIGN GROUP, INC. TO UPDATE THE CITY OF TEHACHAPI LANDSCAPE DESIGN GUIDELINES (INFORMATION ONLY)

BACKGROUND

Attached please find a consultant agreement between the City of Tehachapi and RRM Design Group, Inc. (RRM). Several of the City's documents relating to landscaping are out of date and likely conflict with the current State ordinances. In order to comply RRM will revise the existing guidelines, review the recommended plant list and incorporate the new State of California landscape requirements. In addition, RRM will provide a master checklist with separate categories for various projects in an effort to streamline the internal plan check process and guide applicants through the approval process.

RECOMMENDATION

In May 2016, the City Manager the City Manager authorized an agreement with RRM Design Group, Inc. in the amount of \$14,950.00 to update the City of Tehachapi Landscape Design Guidelines.

THIS REPORT IS PROVIDED FOR INFORMATION ONLY

AGREEMENT

THIS AGREEMENT (the "Agreement") made this 26TH day of MAY, 2016, by and between the CITY OF TEHACHAPI ("City") and RRM Design Group, Inc., (the "Consultant"),

W I T N E S S E T H:

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

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

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

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

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

(a) The fee for the services shall not exceed \$14,950 (the "Fee") which shall be payable to Consultant upon completion of the Services to the reasonable satisfaction of City; and

(b) City shall pay Consultant the Consultant Fee pursuant to invoices (the "Invoices") submitted by Consultant. Consultant shall submit Invoices no more often than monthly. Each Invoice shall describe the Services that have been completed and the portion of the Fee payable for same and such other information as required by City Manager from time to time. City Manager or his designated representative shall have the right of reasonable review of each Invoice and, at the conclusion of the review, City Manager shall place the matter on the agenda for the next available City Council meeting for consideration by the City Council.

Upon approval of each such Invoice by the City Council, same shall be paid in the regular cycle of payments made by City for other bills and claims.

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

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

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

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

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

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

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

As for the insurance described in Paragraph (a) above, Consultant shall provide City with appropriate certificates of insurance and endorsements for all of the foregoing in which City, its officers, Councilpersons, employees, and agents are named as additional insureds and specifically designating all such insurance as "primary," and providing further that same shall not be terminated nor coverage reduced without ten days prior written notice to City.

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

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

10. All reports, information, data and exhibits drafted by or utilized by Consultant shall be the property of City and shall be delivered to City upon demand without additional costs or expense to City.

11. All notices required to be given under this Agreement or by law shall be in writing and shall be deemed received by the party to whom directed if personally served or when faxed by confirmed facsimile or when sent by email or when deposited in the United States mail, postage prepaid, registered or certified, return receipt requested, with the date of signing the return receipt (or refusal to sign) as the date of delivery or on the next business day after deposit with an overnight carrier provided the carrier's records show delivery on the next business day provided sent to the following address: If to City, City Manager, 115 South Robinson Street, Tehachapi, California 93561, Fax - (661) 822-2197, Email - ; j Schlosser@tehachapicityhall.com or if to Consultant, Chris Dufour, Project Manager, 3765 S. Higuera Street, San Luis Obispo, CA 93401, Fax - (805) 543-4609, Email - [CBDufour@rrmdesign.com](mailto: CBDufour@rrmdesign.com). Any party may change its address or fax number by giving notice to the other party in the manner herein described.

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

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

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

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

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

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

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

19. Waiver by a party of any provision of this Agreement shall not be considered a continuing waiver or a waiver of any other provision, including the time for performance of any such provision.

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

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

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

///

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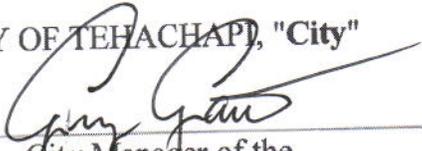
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IN WITNESS WHEREOF, the parties have executed this Agreement on the date first hereinabove written.

CITY OF TEHACHAPI, "City"
By: 
City Manager of the
City of Tehachapi, California

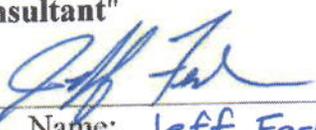
RRM Design Group,
"Consultant"
By: 
Name: Jeff Ferber
Its: Principal

EXHIBIT "A"
[Description of Services]



Tehachapi Landscape Ordinance Scope of Services

May 18, 2016

PROJECT UNDERSTANDING

The City of Tehachapi wishes to update their design guidelines and design review checklists in an effort to streamline their internal plan check process and provide City staff with an updated resource to constructively examine projects. Further, several of the City's current documents relating to landscaping are out of date and likely conflict with current State ordinances. The following scope of services is provided in order to provide key additions and/or updates to existing City documents as described below.

SCOPE OF SERVICES

Task A: Landscape Design Guidelines

Subtask A.1: Update Landscape Design Guidelines

RRM will review the existing 1991/2005 City of Tehachapi Landscape Guidelines and determine where additional guidelines (or revisions to existing guidelines) should be provided to address City objectives and incorporate State requirements. RRM will also review the recommended plant list and identify species that should be added or removed. The document will be refreshed with a new format and graphic style using Adobe InDesign. This task focuses on the written content of the design guidelines. RRM anticipates the document to be no more than twenty pages in length. Design guideline graphics are included as a separate task, A.2.

Deliverables:

- Up to two (2) rounds of the draft document (provided electronically), and one (1) final Landscape Design Guideline Document (provided electronically).

Fixed Fee:

- \$7,000 (see footnote)

3765 S. Higuera St., Ste. 102 • San Luis Obispo, CA 93401
p: (805) 543-1794 • f: (805) 543-4609

www.rrmdesign.com

a California corporation • Lenny Grant, Architect C26973 • Jerry Michael, PE 36895, LS 6276 • Jeff Ferber, LA 2844



Subtask A.2: Design Guideline Graphics

RRM will provide graphic representations of key elements of the design guidelines in order to provide clear direction to the end user. These graphics are helpful in order to illustrate materials, scale, massing, and other design features that need graphic emphasis. These graphics are generally simple, black and white line drawings intended to represent an accompanying design guideline concept. One to three images representing the adjacent design guideline(s) may be provided per page.

Deliverables:

- *Up to ten (10) design guideline graphics to be included in the overall document*

Fixed Fee:

- *\$2,700 (see footnote)*

Task B: Landscape Application Checklist

Subtask B.1: Application Checklist

RRM will provide a landscape checklist to supplement the application process. This includes review of the checklist found in the 1991/2005 City of Tehachapi Landscape Design Guidelines. The final product will target one master checklist with separate categories for various project types. The final checklist is intended for use by the City in order to guide applicants through the approval process.

Deliverables:

- *One draft and one final of landscape checklist in Microsoft Word format*

Fixed Fee:

- *\$5,000 (see footnote)*

Reimbursable Expenses

Incidental expenses incurred by RRM Design Group, or any subconsultant it may hire to perform services for this project, are reimbursed by the client at actual cost plus 10% to cover its overhead and/or administrative expenses. Reimbursable expenses include, but are not limited to, reproduction costs, postage, shipping and handling of drawings and documents, long-distance communications, fees paid to authorities having jurisdiction over the project, the expense of any additional insurance requested by client in excess of that normally carried by RRM Design Group or its subconsultants, travel expenses (transportation/automobile/lodging/meals), renderings and models. Reimbursable automobile travel mileage will be billed at the current IRS business standard mileage rate.



Estimated Fee for Reimbursables:

- \$250

Fee Footnotes

- A. Fixed fee tasks will be billed as the work progresses until the task is completed and the total amount stated in the contract for the task is invoiced.

Adjustment to Hourly Billing Rates

RRM reserves the right to adjust hourly rates on an annual basis.

SERVICES AND/OR INFORMATION TO BE PROVIDED BY CLIENT

- Original ordinance documents
- Reproduction prints of documents

LIMITATIONS OF SCOPE AND EXCLUSIONS

Please note that the tasks to be performed by the RRM team are limited purely to those outlined above. Substantive changes requested by the client or changes in the client's program or direction that are inconsistent with prior approvals are subject to additional services fees. Any additional services that RRM Design Group is asked to perform over and beyond those described above will be billed on a negotiated and client-approved, fixed-fee or hourly basis.

The following services or tasks are specifically excluded from the scope:

- Out of office meetings
- Preparation of Zoning Ordinance Amendment
- Public hearings



If you have any questions or require clarification of the scope of services or fees outlined above, please do not hesitate to call us. Thank you again for this opportunity.

Sincerely,

RRM DESIGN GROUP

Handwritten signature of Chris Dufour in black ink.

Chris Dufour, LEED AP
Project Manager
CA License No. 4993

Handwritten signature of Jeff Ferber in black ink.

Jeff Ferber, ASLA
Principal
CA License No. 2844

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Admin.docx

EXHIBIT "B"
[Project Schedule]

The project completion date is June 30, 2016.



APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____

COUNCIL REPORTS

MEETING DATE: June 6, 2016 AGENDA SECTION: POLICE DEPARTMENT

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: KENT KROEGER, POLICE CHIEF

DATE: MAY 18TH, 2016

SUBJECT: AGREEMENT FOR THE CALIFORNIA HIGHWAY PATROL BAKERSFIELD COMMUNICATIONS PLATFORM

BACKGROUND

Currently, radio communication between the California Highway Patrol (CHP) and the Tehachapi Police Department is not compatible with each other, which hinders voice communication during mutual aid incidents. The purpose of the Bakersfield Communication Platform is to allow direct voice communication between the Tehachapi Police Department in dealing with both short term and long term incidents. The CHP Bakersfield Communications platform cross-connects existing radio frequencies and networks (often consisting of disparate bands) which will enhance the safety of the Tehachapi Police Department through real time, field unit to unit, and direct voice communication interoperability. The Bakersfield CHP Communications platform is intended for use when immediate information will enhance the safety or effectiveness of personnel dealing with an incident. Specific procedures are defined in the attached agreement.

If approved by counsel, The California Highway Patrol will only have access to the two frequencies approved by the Federal Communications Commission:

1. 460.4625 (EL RANCHO)
2. 460.2750 (ROCK PILE)

Due to the fact the various radio frequencies used in the system may be monitored by the general public, only non-classified information may be relayed over the CHP Bakersfield Communications Platform.

This platform may also be utilized for planned joint agency tactical operations, large scale events, joint training exercises, and planned system testing.

FISCAL IMPACT

NONE

RECOMMENDATION

Approve the Memorandum of Understanding and Frequency Use Agreement between the California Highway Patrol and the Tehachapi Police Department subject to approval by the City Attorney and adopt a resolution authorizing the Chief of Police to sign the Agreement on behalf of the City.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TEHACHAPI APPROVING THE MEMORANDUM OF
UNDERSTANDING AND FREQUENCY USE AGREEMENT
BETWEEN THE CALIFORNIA HIGHWAY PATROL AND THE
TEHACHAPI POLICE DEPARTMENT AND AUTHORIZING THE
CITY'S CHIEF OF POLICE TO EXECUTE SAME**

WHEREAS, The purpose of the Bakersfield Communication Platform is to allow direct voice communication between the Tehachapi Police Department in dealing with both short term and long term incidents. The CHP Bakersfield Communications platform cross-connects existing radio frequencies and networks (often consisting of disparate bands) which will enhance the safety of the Tehachapi Police Department through real time, field unit to unit, and direct voice communication interoperability; and

WHEREAS, The Bakersfield CHP Communications platform is intended for use when immediate information will enhance the safety or effectiveness of the Tehachapi Police Department with an incident; and

WHEREAS, the City Council of the City of Tehachapi (the "City") wishes to approve the Memorandum of Understanding and Frequency Use Agreement attached hereto with the California Highway Patrol 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 Memorandum of Understanding and Frequency Use Agreement and authorizes the City's Police Chief or his designee to execute same.

PASSED AND ADOPTED on the 6th day of June, 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

CALIFORNIA HIGHWAY PATROL RADIO COMMUNICATIONS INTEROPERABILITY AGREEMENT

MEMORANDUM OF UNDERSTANDING BETWEEN PARTICIPATING FEDERAL, STATE, AND LOCAL AGENCIES FOR RADIO COMMUNICATIONS

This Memorandum of Understanding and Frequency Use Agreement (Agreement) between the California Highway Patrol (CHP) and participating federal, state, and local agencies establishes policy and procedures for the activation, use, and deactivation of an interoperable radio communication system. This system will be known as the CHP Bakersfield Communications Platform (i.e., Rapid Response Vehicle/Incident Command Vehicle, Consolidated Patrol Vehicle Environment (CPVE), CoCOMBAT vehicle, radio gateway interoperability systems, etc.).

PURPOSE

The purpose of the Bakersfield Communications Platform is to allow direct voice communication between participating agencies in dealing with both short term (organized protests, pursuits or criminal apprehensions, fires, evacuations, etc.) and long term incidents (major disaster, large scale fires and floods, civil disturbances, terrorist incidents, etc.). As an example, the CHP Bakersfield Communications Platform could be used for Homeland Security or other related incidents. The CHP Bakersfield Communications Platform cross-connects existing radio frequencies and networks (often consisting of disparate bands) which will enhance the safety of participating agencies through real time, field unit-to-unit, and direct voice communication interoperability.

SCOPE

A "participating agency" shall be defined as any local, state, or federal agency that has read, agreed, and signed, this Agreement.

POLICY

- A. Any participating agency may request the activation of the CHP Bakersfield Communications Platform. Agency personnel will be held accountable for radio discipline by their respective agencies.
- B. Any request to activate the Platform shall be requested through the Agency's Communications Center. Only after approval from the incident commander and the Communications Center, will the Platform will be activated.
- C. Each agency will assign the appropriate access channel for their agency that will be linked to the CHP Bakersfield Communications Platform. For agencies participating in specific incidents, each affected Communications Center, where applicable, shall monitor the CHP Bakersfield

Communications Platform to ensure requested resources are provided, as well as compliance with this agreement and other policies.

- D. Participation in the Communications Platform is strictly voluntary. During an incident, any participating agency may activate/deactivate their participation at any time, provided notice is given. Notice to other agencies on the CHP Bakersfield Communications Platform will be given when any agency's participation is activated/deactivated.
- E. All personnel broadcasting on the CHP Bakersfield Communications Platform will use plain spoken English. The use of radio codes, acronyms, and abbreviations, should be avoided as they have different meanings for different agencies. Due to agency terminology differences in use of plain text of words such as "Help", "Assistance", "Repeat", and "Back-up", the use of these words shall be followed by a brief description of why the above is needed (i.e., officer requesting assistance with traffic control, etc.). The use of the word "help" should be avoided unless it is being used in the universal context in a life-threatening incident.
- F. Due to the fact the various radio frequencies used in the system may be monitored by the general public, only non-classified information may be relayed over the CHP Bakersfield Communications Platform. Any confidential or classified communications shall be made through other secure means.
- G. The CHP Bakersfield Communications Platform may be activated or used for emergency joint agency incidents. However, it may also be used for planned joint agency tactical operations, large scale events, joint training exercises, and planned system testing. The type and priority of incidents are as follows:
 - Priority 1: Disaster and extreme emergency operations.
 - Priority 2: Emergency or urgent operations involving imminent danger to the safety of life and property.
 - Priority 3: Special event control activities, generally of a pre-planned nature, and generally involving joint participation of two or more agencies.
 - Priority 3a: Drills, tests, and exercises.

These priorities conform to the Office of Emergency Services (OES) CLEMARS mutual aid plan. Priority 4 communications (single agency secondary communications) are not authorized by this Agreement, and are not a planned use of the CHP Bakersfield Communications Platform.

- H. A request to participate in the CHP Bakersfield Communications Platform is not a request to transfer incident command responsibility.
- I. It shall be the policy of the CHP Bakersfield Communications Platform that participants shall not release any radio frequency information, CTCSS codes, channel plan, or other related information to any non-participating agency. No system information shall be released to the media or other entities, public or private. (Exception - Anyone involved with the direct maintenance or repair of the participating agency's radio equipment, however, this information shall be provided to service technicians on a "need to know" basis only) Failure to safeguard the CHP Bakersfield Communications Platform information may be cause for suspension or revocation of this Agreement with the offending agency. For uniformity of identification in radio displays, radio frequencies in each band will be labeled as specified in the CHP Bakersfield Communications Platform Operations Manual.

PROCEDURES

As previously stated in this document, the CHP Bakersfield Communications Platform is intended for use when immediate information will enhance the safety or effectiveness of personnel dealing with an incident. It is not to be used to deliver mundane or routine information. The CHP Bakersfield Communications Platform may be requested, if needed, to allow voice communications between each participating agency's command personnel dealing with an incident. Specific procedures will be defined in the CHP Bakersfield Communications Platform Operations Manual.

MAINTENANCE

Each participating agency is responsible for the maintenance and programming needs of their respective hardware and software provided to the CHP Bakersfield Communications Platform for their agency, if applicable. All participating agencies shall be responsible for their own connection maintenance costs, if applicable.

ORGANIZATIONAL STRUCTURE

- A. There is an Operational Committee representing all participating agencies.
- B. The Commander of the CHP's Telecommunications Section will assume the duties of CHP System Coordinator for this Agreement and Communications Platform. The CHP System Coordinator will coordinate and maintain original copies of all Memorandums of Understanding and Frequency Use Agreements for this system and the associated communications agreements for the CHP Bakersfield Communications Platform. The CHP System Coordinator can be reached at CHP's Telecommunications Section, 601 North 7th Street, Sacramento, CA, 95811, (916) 843-4200.
- C. The CHP System Coordinator will forward any complaints, concerns, or proposed changes to the Operational Committee, for review and appropriate action.

FREQUENCY USE AGREEMENT BETWEEN PARTICIPATING FEDERAL, STATE, AND LOCAL AGENCIES FOR RADIO COMMUNICATIONS

This Agreement, entered into this _____ day of _____, 20__, between the State of California, acting through the California Highway Patrol, hereinafter called the State, and Tehachapi Police Department hereinafter called Tehachapi PD in cooperation and participation with the RADIO COMMUNICATIONS INTEROPERABILITY PROJECT.

1. Each party herein authorizes the other to operate said equipment by its law enforcement officers, or such regularly employed and salaried assistants as they may designate. The above equipment will be operated only during emergency or disaster situations and for periodic operational tests, or in accordance with the provisions of this Agreement.
2. All parties agree to operate and maintain said equipment in accordance with the Rules and Regulations of the Federal Communications Commission and the operating procedures established by the State. In the event of any violation by either party of such rules and regulations, or of any other law respecting the operation of said equipment, this Agreement may be terminated at any time.
3. Pursuant to Section 895.4 of the Government Code, and in recognition of the fact that each party is to have actual operating control of its equipment, each party agrees to indemnify, defend, and hold harmless all other parties, their officers, agents and employees from any and all liabilities, claims, or losses of any nature, including attorneys' fees, court costs and all reasonably related legal costs, to the extent caused by, arising out of, or in connection with, the indemnifying party's negligent acts or omissions pursuant to this agreement.
4. The term of this Agreement commences _____, 20__, and shall be concurrent with that of the Federal Communications Commission license to be issued to the State in respect to said equipment subject to termination by either party hereto upon seven days written notice to the other.
5. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Postal Service, registered and postage prepaid and addressed as follows:

TO: California Highway Patrol
Telecommunications Section
P.O. Box 942898
Sacramento, CA 94298-0001

The address to which notices shall be sent may be changed by written notice given by such party to the other. Nothing herein contained shall preclude the giving of any such notice by personal service.

6. It is mutually agreed and understood that no alterations or variations of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein shall be binding on any of the parties hereto.

7. Tehachapi PD must provide a copy of its current Federal Communications Commission license, Form #574-L, for the aforementioned frequency(ies) to the CHP System Coordinator.

8. Tehachapi PD agrees to maintain its Federal Communications Commission license in good standing for the duration of this Agreement.

9. Tehachapi PD must provide a copy of the completed DGS TDe-400 form (attached) to the CHP System Coordinator.

AGREEMENT OF PUBLIC SAFETY AGENCY

Federal, State, or Local agencies may participate in the CHP Bakersfield Communications Platform provided the department head or designee has signed this Agreement and all required documentation is provided to the State. A designated CHP System Coordinator, for the event and/or incident, shall notify all other participating agencies of any new member agencies.

REVISIONS

This Agreement may be revised or amended at any time by mutual agreement of participating agencies. Any participating agency may terminate their participation by giving written notice to the CHP System Coordinator. A designated CHP System Coordinator for the event and/or incident, shall notify all other participating agencies of the withdrawal.

The _____ agrees to this
ALLIED AGENCY NAME

Memorandum of Understanding and Frequency Use Agreement, and will conform to its policies and procedures.

PRINT DEPARTMENT HEAD NAME	TITLE	DATE
----------------------------	-------	------

DEPARTMENT HEAD SIGNATURE

TECHNICAL CONTACT PERSON NAME	TELEPHONE	E-MAIL
-------------------------------	-----------	--------

AGENCY 24HR CONTACT PERSON	TELEPHONE
----------------------------	-----------

AGENCY ADDRESS



COUNCIL REPORTS

APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____

[Handwritten signature]

MEETING DATE: June 6, 2016 AGENDA SECTION: POLICE DEPARTMENT

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: KENT KROEGER, POLICE CHIEF

DATE: MAY 27th, 2016

SUBJECT: LEASE AGREEMENT FOR THE CITY OF TEHAHCAPI AND COUNTY OF KERN

BACKGROUND

As council is aware, the Tehachapi Police Department is nearly approaching the cutoff date with Bear Valley Police Department for dispatch services. In order to have effective radio communications, the County of Kern is offering a free space for the City of Tehachapi's radio equipment to be installed at the El Rancho Repeater site.

If approved by counsel, this location will offer a wide span of radio communication throughout the City of Tehachapi and areas on the 58 Highway. It will improve officer safety and will offer ease of switching services when the dispatch center goes live on June 30th.

The El Rancho repeater site is filling up quickly with other agencies, so it is vital for the City of Tehachapi to partake on this offer while it is available and free of charge.

FISCAL IMPACT

NONE

RECOMMENDATION

Approve the Communication Site Lease Agreement with the County of Kern subject to approval by the City Attorney and authorize the Mayor to sign.

COMMUNICATION SITE LEASE AGREEMENT
FOR A PORTION OF THE EL RANCHO DRIVE COMMUNICATION SITE, KERN COUNTY,
CALIFORNIA

(County of Kern – City of Tehachapi)

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**COMMUNICATION SITE LEASE AGREEMENT
FOR A PORTION OF THE EL RANCHO DRIVE COMMUNICATION SITE, KERN
COUNTY, CALIFORNIA**

(County of Kern – City of Tehachapi)

THIS AGREEMENT (“**Agreement**”) is executed at Bakersfield, California, on _____, 2016 (“**Execution Date**”) by and between the **COUNTY OF KERN**, a political subdivision of the State of California (“**County**”), and the **CITY OF TEHACHAPI** (“**Lessee**”). County and Lessee are referred to individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS:

A. County owns approximately 1.64 acres of land identified as Assessor’s Parcel Number 344-371-07 located on El Rancho Road within the Bear Valley Springs gated community (“**Property**”).

B. Within the Property, County owns and operates a communications vault, power lines, towers, cables, antennas, and other facilities known as the El Rancho Drive Communication Site (“**Comm. Site**”).

C. Lessee desires to enter into this Agreement to provide for the use of a portion of the Comm. Site. The Comm. Site is a vital link in communications between the City of Tehachapi, its service agencies, and their constituents.

D. Lessee’s use of a portion of the Comm. Site will not interfere with the County’s activities, operations, and equipment.

E. County recognizes Lessee’s service to the public and desires to enter into this Agreement for the benefit of the residents in Tehachapi, Kern County, and their surrounding areas.

AGREEMENT:

1. Premises: For and in consideration of the terms, covenants, and conditions contained in this Agreement, County leases to Lessee, and Lessee leases from County, an approximate 32 inch high by 19 inch wide by 24 inch deep rack space, within the Comm. Site’s communication vault as depicted on **Exhibit “A” (“Rack Space”)**. Lessee also has the right to install, maintain, operate, and remove necessary antenna on the tower space for radio communication purposes as depicted on **Exhibit “B” (“Tower Space”)**. Rack Space and Tower Space are collectively referred to as “**Premises.**”

2. Term:

a. Initial Term – The initial term of this Agreement shall commence on the effective date and shall terminate five years thereafter, unless sooner terminated as provided in this Agreement (“**Term**”).

b. Extension of Term to Remove Hazardous Materials – If any Hazardous Materials are found on the Premises, County may, at its sole discretion, require Lessee to remain in possession of the Premises beyond the expiration of the Term until the County determines that the Hazardous Materials are no longer present. “**Hazardous Materials**,” as used in this Agreement, shall be defined as stated in **Exhibit “C.”**

3. Option[s] to Extend Term: Provided Lessee is not in default of any of the terms, covenants, or conditions of this Agreement, Lessee shall have three separate options to extend the initial Term, each for one, five-year period. Lessee may exercise the option by giving the Assistant County Administrative Officer (“**ACAO**”) written notice of Lessee’s desire to extend, not less than 180 days prior to expiration of the initial Term, or if the first option is exercised, 180 days prior to the expiration of the first option term. The ACAO, at the ACAO’s sole discretion, may accept or reject the request to extend. If an option is exercised, “Term” shall include the option term. “Term” shall also include any hold over period.

4. Right to Terminate: Either Party may terminate this Agreement with or without cause by providing a 90-day prior written notice to the other Party. Lessee agrees to promptly remove all communications equipment in accordance with **Section 16** of this Agreement.

5. Hold Over: If Lessee holds over after the expiration of the Term, with the express or implied consent of County, such holding over shall be a tenancy only from month to month and shall be governed by the terms, covenants, and conditions contained in this Agreement, except for rental consideration. At County’s option, Lessee shall pay during such holding over such rent as County may determine appropriate, based on the then-prevailing fair market rental value of the Premises (less the value of Lessee improvements) as determined by County by a then-current appraisal.

6. Rent: As and for rental consideration, the service and benefit that Lessee’s telecommunications equipment provides to the safety of the general public shall be sufficient rental consideration for this Agreement.

7. Purpose:

a. In General – This Agreement is made for the purpose of providing Lessee the right, at Lessee’s sole cost and expense, to install, maintain, repair, operate, and remove radio repeater equipment, as shown on **Exhibit “D”**, within the Rack Space and to install, maintain, repair, operate, and remove any necessary antennas on the Tower Space for radio communication purposes (all of Lessee’s repeater equipment and antenna are collectively referred to as “**Equipment**”). Installation of Lessee’s Equipment is for transmitting and receiving communications to facilitate the daily business of the City of Tehachapi. Lessee shall not use or permit the Premises to be used for any other purpose without the prior written consent of the ACAO, which may be granted or withheld at the ACAO’s sole discretion.

b. No Nuisance – Lessee shall not do or permit any act or thing to be done upon the Premises that will obstruct or interfere with the rights of County or any others, or injure or annoy County or others. Lessee shall not cause, maintain, or permit any nuisance or waste on or about the Premises, or allow the Premises to be used for any unlawful purpose. Within 72 hours of receiving written notice from County that a nuisance exists, Lessee shall abate or otherwise cause the nuisance to be abated. If Lessee has not taken corrective action within 72 hours, then County may enter and abate the nuisance at the sole cost of Lessee without any liability whatsoever to County. Lessee shall not allow any offensive matter, refuse, or substance

constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, to remain on the Premises or within a distance of 50 feet thereof, and shall prevent any accumulation thereof from occurring.

8. **Condition of Premises:** Lessee has inspected the Premises and knows the extent and condition thereof and accepts same in its present condition, subject to and including all defects, latent, and/or patent.

9. **Access:** Lessee and its employees, agents, contractors, and subcontractors (collectively, "Access Agents") shall have reasonable access to and through the Comm. Site and access areas under the following conditions. Access Agents shall, for purposes of this Agreement adhere to County's security policies, that may be changed from time to time, regarding access to and use of the Premises, which shall include each Access Agent providing a business card (with current telephone number), driver's license, and/or other identification for each entry into the Premises

a. **Access Scheduling** – Access Agent shall contact County at least two business days (48 hours) in advance to schedule access to the Premises lasting 30 minutes or less. In the event the access is in excess of 30 minutes the Access Agent shall contact County at least five business days (120 hours) in advance. In the case of an emergency, for emergency access, the Access Agent shall contact the Kern County Sheriff's Communications Center at (661) 861-3110, place a request for the Communications "on-call" employee to be paged and provide a local telephone number to arrange access.

b. **Damage to Premises** –

1) **Damages that Affect Other Users.** To the extent that Lessee or Access Agents, cause damage to said Lease Area that affects other users located at the Comm. Site, Lessee, at Lessee's sole cost and expense, shall be responsible for all repairs. Said repairs shall commence immediately after actual notice of said damages, be completed in a reasonable time, and shall be to the satisfaction of County. Lessee's responsibility to repair any and all damages as described herein above, shall survive the termination of this Agreement. Notwithstanding Lessee's responsibility to repair any and all damages described herein above, if said repairs are not begun immediately and completed in a reasonable time, County may, at its option and upon written notice to Lessee, make said repairs and restore the Lease Area at the expense of Lessee. Lessee shall pay the cost of said repairs to County within 30 days of receipt of invoice.

2) **Damages that Don't Affect Other Users.** To the extent that Lessee or Access Agents, cause damage to the Comm. Site that does not affect other users located at the Comm. Site, Lessee, at Lessee's sole cost and expense, shall be responsible for all repairs. Said repairs shall commence within 72 hours after actual notice of said damages, be completed in a reasonable time, and shall be to the satisfaction of County. Lessee's responsibility to repair any and all damages as described herein above, shall survive the termination of this Agreement. Notwithstanding Lessee's responsibility to repair any and all damages described herein above, if said repairs are not begun within 72 hours and completed in a reasonable time, County may, at its option and upon written notice to Lessee, make said repairs and restore the Comm. Site at the expense of Lessee. Lessee shall pay the cost of said repairs to County within 30 days of receipt of invoice.

c. **Miscellaneous Provisions** –

- 1) Access Agents shall park in the Comm. Site only in places approved by County;
- 2) Access Agents shall coordinate with County to ensure all doors to the Premises and the Comm. Site are locked when exiting;
- 3) Access Agents shall not unreasonably interfere with County's operations, and employees within the Comm. Site and shall not go into any offices, rooms, stairwells, or other portions of the not required for the purpose of this Agreement;
- 4) Access Agents shall have the right to install warning signs on or about the Premises, required by federal, state, or local law; and
- 5) Access Agents shall obtain prior approval by County for sign locations.
- 6) County shall make all reasonable efforts to allow Access Agents access to the Comm. Site, but cannot guarantee 24 hours per day/7 days per week access;
- 7) Lessee shall notify County of any changes in contracted service providers by providing written notice to the County Communications Manager and the County's office of Property Management under General Services. Written notice shall be on organizational letterhead and detail the new provider, a point of contact, contact information, and date contract with the new provider shall commence. Written notice shall be given within 10 days of any change in service providers.

10. Alterations: Lessee shall make no modifications, improvements or additions to the Premises, Equipment, or the frequencies stated on **Exhibit "D"**, without the prior written consent of the ACAO, which may be granted or withheld at the ACAO's sole discretion. Violation of this **Section 10** may result in immediate termination of this Agreement.

11. Hypothecation of Lessee Leasehold Interest: Notwithstanding **Section 32**, Lessee may, with the written consent of County, give, assign, transfer, mortgage, hypothecate, grant control of, or encumber Lessee's ground leasehold interest under this Agreement, being the leasehold estate so created, to a bona fide lender on the security of the leasehold estate for the purpose of benefiting and improving said leasehold. Any such bona fide lender shall have the following rights at any time during the term of the loan and while this Agreement is in full force and effect:

a. To do any act or thing required of Lessee in order to prevent a forfeiture of Lessee's rights hereunder, and all such acts or things so done shall be as effective to prevent a forfeiture of Lessee's rights hereunder as if done by Lessee.

b. To succeed to the interest of Lessee hereunder and thereafter at such lender's option to convey, assign or sublease the interest or title to said leasehold estate to another person acceptable to County in its sole discretion, subject to all the terms, conditions, and covenants of this Agreement. Two copies of any and all security devices or instruments shall be filed with the ACAO prior to the effective date thereof, and Lessee shall give the ACAO prior written notice of any changes or amendments thereto.

c. Any bona fide lender shall have the right, if so permitted by the terms and conditions of the concerned instrument of hypothecation between lender and Lessee, to remove any or all of Lessee's furniture, fixtures, Equipment and improvements ("**FF&E**") under said hypothecation from the Premises (in accordance with and subject to **Section 16**, and in the event of such removal, the Premises shall be restored by Lessee or its successor to a condition satisfactory to the ACAO and that said removal be done in a manner and at a time solely satisfactory to the ACAO.

12. Repair and Maintenance:

a. In General – During the Term, Lessee shall, at its sole cost, repair and maintain the Premises and its furniture, fixtures and Equipment (“**FF&E**”) in a clean, sanitary and safe condition and in compliance with the terms, covenant and conditions of this Agreement and all applicable federal, state, and local laws, including, without limitation, statutes, ordinances, rules, and regulations (“**Applicable Laws**”).

b. Failure by Lessee to Repair and Maintain – Repair and maintenance shall be to the sole satisfaction of County, and if Lessee fails to fulfill any duty imposed under this **Section 12** within a reasonable period of time, County may, but is not required to, perform those duties at Lessee’s sole cost. Lessee shall promptly cooperate with County if County undertakes to perform any such duties. No action by County taken pursuant to this **Section 12.b** shall constitute a waiver of any of Lessee’s obligations under this **Section 12**. Lessee’s obligations under this **Section 12** shall survive the expiration or termination of this Agreement.

13. Interference or Nuisance: Lessee shall install, operate, and maintain its Equipment in accordance with current engineering standards.

a. Non-Safety Related - Should County inform Lessee or Lessee otherwise become aware that Lessee’s operations or radio communications conducted pursuant to this Agreement in any way interfere with County’s non-safety related operations or radio communications, Lessee shall, as directed by County, take immediate steps to alter, replace, or relocate its interfering Equipment and correct such problem(s) at Lessee’s sole cost and expense. If, in County’s reasonable opinion, County’s communications are negatively affected by Lessee’s operations, Equipment, or communications, County may direct Lessee at Lessee’s own expense, to take all reasonable actions including powering down the site, which County determines are necessary to abate the nuisance until such interference is resolved by Lessee to County’s reasonable satisfaction.; Lessee shall be allowed, if necessary, to place a temporary communications facility on the Premises in advance of powering down the site, should that be required.

b. Safety Related - Should County inform Lessee or Lessee otherwise become aware that Lessee’s operations or radio communications conducted pursuant to this Agreement in any way interfere with County’s safety related operations or radio communications, Lessee shall, as directed by County, take immediate steps to alter, replace, or relocate its interfering Equipment and correct such problem(s) at Lessee’s sole cost and expense. If, in County’s reasonable opinion, County’s communications are negatively affected by Lessee’s operations, Equipment, or communications, and Lessee has not immediately altered, replaced, or relocated its interfering equipment, County may power down Lessee’s Equipment, and at Lessee’s expense, take all reasonable actions which County determines are necessary to abate the nuisance; provided, however, that Lessee shall be allowed, if necessary, to place a temporary communications facility on the Premises powering down.

c. Pre-Existing Communications - County has pre-existing communications on the Premises including in and on the Comm. Site. County is also continually upgrading its communications capabilities. County will make reasonable effort to upgrade County’s communications system in and on the Comm. Site with no or minimal interference to Lessee’s Equipment, communications, and operations under this Agreement. However, County cannot guarantee nor warrant that its upgrades will not interfere with Lessee’s equipment, communications, and operations. Should Lessee inform County, or should County otherwise become aware that interference by County disrupts Lessee’s Equipment or communication

signals, (i) Lessee may suggest an alternative location on or in the Comm. Site for Lessee's Equipment to be relocated at Lessee's sole cost and expense, and County shall not unreasonably deny such request; or (ii) Lessee may terminate this Agreement immediately by written notice to County and owe no further rent during the 60 days Lessee has to remove its Equipment as stated in **Section 16**. County shall not permit its other tenants to interfere with Lessee's Equipment, communications, or operations. Notwithstanding the foregoing, pre-existing communications operating in the same manner as they were on April 26, 2005 shall not be deemed interference.

14. Utilities and Services; Modification of Utilities: County shall pay, during the Term, and during any extension or holdover, for all reasonable electrical power necessary to operate Lessee's Equipment. All other utilities used by Lessee shall be paid by Lessee. Lessee shall have the right, at Lessee's sole cost and expense, and in a good workman like manner, to install and hook-up back-up power to Lessee's Equipment. The term "**utilities**" for the purposes of this Agreement shall include, without limitation, gas, electricity, water, sewer, telephone or internet service, and trash and refuse disposal services. Lessee shall not modify any utilities on the Premises without the prior written consent of the ACAO, which may be granted or withheld at the ACAO's sole discretion.

15. Taxes and Assessments: Lessee shall pay all taxes, fees, charges, and assessments levied by any governmental agency upon any interest acquired by Lessee under this Agreement. Lessee is aware that certain possessory interests may be created by entering into this Agreement and that such interests will be subject to the payment of property taxes levied on such interest.

16. Lessee's Furniture, Fixtures and Equipment:

a. In General – Lessee may install its own FF&E within the Premises, at its sole cost. In addition to Lessee's obligations under **Section 34**, at the expiration or termination of this Agreement, Lessee shall remove its FF&E, and repair any damage to the Comm. Site as a result of removal, at Lessee's sole cost.

b. Abandonment of FF&E – Any FF&E belonging to Lessee and left on the Premises shall be kept for a reasonable time by County, but in no event longer than 30 days after County gives Lessee written notice to remove such property from the Premises. After the 30-day period, if not removed, the FF&E may be treated by County as abandoned and declared to be County-owned property, and County may, at Lessee's sole cost, repair any damage to the Premises as a result of removal. The costs charged to Lessee may include, without limitation, consideration for the additional time Lessee or its FF&E occupied the Premises beyond the deadlines and disallowed County's full utilization of the Premises as the owner of the property.

c. FF&E as Security – If, at the time of expiration or termination of this Agreement, Lessee is in default of any of the terms, covenants, or conditions of this Agreement, including the payment of rent or any other sums due under this Agreement, Lessee shall not remove from the Premises any of its FF&E, and such personal property shall remain in the Premises as security for the cure of such default, until such time as such default is fully cured by Lessee and any costs incurred by County, including attorneys' fees, are paid in full by Lessee to County.

17. Turn Over or Removal of Improvements:

a. Turn Over of Improvements - If the ACAO directs that any improvements be turned over to County at the expiration or termination of this Agreement, they shall be turned

over in a state of good condition and repair, reasonable use and wear, and damage by Force Majeure events excepted.

b. Removal of Improvements - If the ACAO directs that any improvements be removed, all or in part, prior to expiration or termination of this Agreement, Lessee shall remove all improvements from the Premises, at Lessee's sole cost. Lessee shall restore the portions of the Premises from which it removes any improvements, as nearly as reasonably possible, to a level, graded condition at Lessee's sole cost. If Lessee has not removed the improvements, or Lessee's FF&E, within a reasonable amount of time after the expiration or termination of this Agreement, then County may, at its option, declare the improvements to be County-owned real property, use or dispose of the remaining personal property pursuant to applicable law, and otherwise restore the Premises at Lessee's sole cost.

c. Removal of Hazardous Materials - All Hazardous Materials on the Premises used or stored by Lessee must be removed prior to the expiration or termination of this Agreement, whether or not the improvements remain on the Premises.

18. Signs: Lessee, at its sole cost, shall have the right to affix and install on the Premises, reasonable signs to identify the Premises, and such signs shall comply with all Applicable Laws, including those of County, and any installation of signage shall be approved in writing by the ACAO prior to installation. Any damage to the Premises occasioned by the installation and maintenance of any such sign, and the cost of removal or obliteration thereof upon the expiration or termination of this Agreement, shall be paid by Lessee.

19. Damage and Destruction: If the Premises are damaged or destroyed by fire or casualty, whether or not the fault of Lessee or any person in or about the Premises with the express or implied consent of the Lessee, the damaged Premises shall be repaired by Lessee at its sole cost, with the use of available insurance proceeds required under **Section 25.c** or Lessee may, at its option, terminate this Agreement and assign the available insurance proceeds to County. In the event that Lessee elects to repair the damaged Premises, this Agreement shall continue in full force and effect except that certain obligations of Lessee may be subject to Force Majeure as provided in **Section 30**. The provisions of California Civil Code sections 1932(2) and 1933(4) shall not apply to this Agreement, and Lessee hereby waives the benefits thereof. County shall make all reasonable efforts to make available to Lessee within five working days a temporary site on the Premises, or on another property owned or controlled by County, which in Lessee's reasonable judgment is equally suitable for Lessee's use.

20. Condemnation: If all or any part of the Premises is taken as a result of the exercise of the power of eminent domain, this Agreement shall terminate as to the part so taken as of the date of taking, and, in the case of a partial taking, either Party shall have the right to terminate this Agreement as to the balance of the Premises by notice to the other Party within 30 days after such date. However, a condition to the exercise by Lessee of such right to terminate shall be that the portion of the Premises taken shall be of such extent and nature, in Lessee's reasonable judgment, as substantially to handicap, impede, or impair Lessee's use of the balance of the Premises. In the event of any taking, the proceeds shall belong to County.

21. Right of Inspection: County shall have the right to enter upon the Premises at all reasonable times to inspect the Premises and Lessee's operations thereon. County reserves all rights in and with respect to the Premises, not inconsistent with Lessee's use of the Premises as provided in **Section 7** including without limitation the right of County 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 County may deem desirable in connection with the development or use of the Premises. County shall compensate Lessee for damage to Lessee's FF&E caused by the exercise of the rights reserved in this **Section 21**.

22. Hazardous Materials:

a. No Hazardous Materials – Lessee shall not permit any Hazardous Materials to be stored or brought onto the Premises without the prior written consent of the ACAO, which may be granted or withheld in the ACAO's sole discretion. If Lessee spills any Hazardous Materials anywhere on the Premises, or other County-owned property, Lessee shall cleanup said spill, at its sole cost, and to the sole satisfaction of County. "**Hazardous Materials**," as used in this Agreement, shall be defined as stated in **Exhibit "C"**

b. Clean Up of Hazardous Materials – If any governmental authority or court, which has jurisdiction, demands that a cleanup plan be prepared and/or that a cleanup be undertaken because of any deposit, spill, discharge, or other release of any Hazardous Materials at, on, or from the Premises at any time during Lessee's occupancy of the Premises, or which arises at any time as a result of any uses or occupancy of the Premises by Lessee, then Lessee shall, at its sole cost, prepare and submit the required plans and all related bonds and other financial assurances and carry out all such cleanup plans in a timely manner.

c. Failure by Lessee to Clean Up – Lessee shall promptly provide all information regarding the use, generation, storage, transportation, or disposal of Hazardous Materials that is requested by County. If Lessee fails to fulfill any duty imposed under this **Section 22.c** within a reasonable period of time, County may, but is not required to, perform those duties at Lessee's sole cost. Lessee shall promptly cooperate with County if County undertakes to perform any such duties. No action by County taken pursuant to this **Section 22.c** shall constitute a waiver of Lessee's obligations under this **Section 22**. Lessee obligations under this **Section 22** shall survive the expiration or termination of this Agreement.

d. Receipt of Notice of Violation – If Lessee becomes aware of or receives notice or other communications concerning any actual, alleged, suspected, or threatened violation of any Environmental Requirements, or liability of Lessee in connection with the Premises or past or present activities of any person thereon, then Lessee shall deliver to County within 10 days of receipt of such notice or communication by Lessee, a written description of said violation, liability, correcting information, or actual or threatened event or condition, together with copies of any documents evidencing same. Receipt of such notice shall not create any obligation on the part of County to defend or otherwise respond to any such notification. "**Environmental Requirements**," as used in this Agreement, shall be defined as stated in **Exhibit "C."**

23. Indemnification:

a. In General – Lessee shall indemnify and defend, upon request of County, County, its governing board, commissions, elected and appointed officials, employees, agents, volunteers, and authorized representatives, and each of them ("**Indemnified Parties**"), against any and all actions, lawsuits, proceedings, losses, costs, expenses, claims, fines, liabilities, fees (including, but not limited to, reasonable attorneys' fees of County Counsel and outside counsel retained by County, costs of County staff time, investigation, expert and consultant fees and costs), and damages, including liability for personal injuries or death or property damage, regardless of where located, including property of County, and workers' compensation claims or suits arising from or connected with any services performed under this Agreement on behalf of Lessee by any person or entity ("**Claims**"), arising out of or in any way connected with the acts or omissions of Lessee, its employees, agents, independent contractors, or invitees ("**Lessee**

Acts”), unless the Claim is due to the sole default, act or failure to act, gross negligence, or willful misconduct of County or the Indemnified Parties.

b. Environmental – In addition, Lessee shall indemnify and defend, upon request of County, County and the Indemnified Parties against any and all Claims arising out of or in any way connected with any deposit, spill, discharge, or other release of any Hazardous Materials at any time during Lessee’s occupancy of the Premises, or which arises at any time as a result of any uses at, on, or from the Premises or the occupancy of the Premises by Lessee, or as a result of Lessee’s failure to provide any or all information, make any or all of its submissions, and take any or all steps required by any governmental authority or court which has jurisdiction or by any Environmental Requirements. “**Environmental Requirements**” and “**Hazardous Materials**,” as used in this Agreement, shall have the meaning provided in **Exhibit “C.”**

c. Survival of Indemnification Obligations – Lessee’s obligations under this **Section 23** shall survive the expiration or termination of this Agreement.

d. Mutual Indemnification -- County shall indemnify and defend, upon request of Lessee, Lessee, its elected and appointed officials, employees, agents, volunteers, and authorized representatives, and each of them (“**Lessee Indemnified Parties**”), against any and all actions, lawsuits, proceedings, losses, costs, expenses, claims, fines, liabilities, fees (including, but not limited to, reasonable attorneys’ fees, costs of staff time, investigation, expert and consultant fees and costs), and damages, including liability for personal injuries or death or property damage, regardless of where located, and workers’ compensation claims or suits arising from or connected with any services performed under this Agreement on behalf of County by any person or entity (“**Claims**”), arising out of or in any way connected with the acts or omissions of County, its employees, agents, independent contractors, or invitees (“**County Acts**”), unless the Claim is due to the sole default, act or failure to act, gross negligence, or willful misconduct of Lessee or the Lessee Indemnified Parties.

24. Release and Waiver; Waiver of Civil Code Section 1542:

a. Release and Waiver – Lessee releases County and the Indemnified Parties from all Claims, and waives all Claims against County and the Indemnified Parties, that it may have as of the Execution Date, relating to this Agreement and any acts or omissions of County or the Indemnified Parties, unless the Claim is due to the sole default, act or failure to act, gross negligence, or willful misconduct of County or the Indemnified Parties.

b. Waiver of Civil Code Section 1542 – Lessee waives all rights under California Civil Code 1542, and all rights arising under any similar laws, whether local, state, or federal. Section 1542 provides:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement.”

25. Lessee Maintenance of Insurance: In order to protect County and the Indemnified Parties against Claims as a result of Lessee Acts, Lessee shall secure and maintain insurance as described below. Lessee shall not perform any work under this Agreement until Lessee has obtained all insurance required under this **Section 25** and the required certificates of insurance, and all required endorsements have been filed with the County’s authorized insurance representative. Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of these insurance requirements. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request by County, Lessee shall supply proof that such person is an authorized representative thereof, and is authorized to

bind the named underwriter and company to the coverage, limits, and termination provisions shown thereon. Lessee shall promptly deliver a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the Term or as otherwise specified herein. Such certificates and endorsements shall be delivered to the County's authorized insurance representative prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Lessee shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Lessee or County as an additional insured.

a. Workers' Compensation and Employer's Liability Insurance Requirements –

1) **Workers' Compensation Insurance - Lessee Employees.** If Lessee has employees who may perform any services pursuant to this Agreement, Lessee shall submit written proof that Lessee is insured against liability for workers' compensation in accordance with the provisions of California Labor Code section 3700.

2) **Workers' Compensation Insurance - Lessee Subcontractors.** Lessee shall require any subcontractors to provide workers' compensation for all of the subcontractors' employees, unless the subcontractors' employees are covered by the insurance afforded by Lessee. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Lessee shall provide and/or require each subcontractor to provide adequate insurance for the coverage of employees not otherwise covered.

3) **Employer's Liability Insurance.** Lessee shall also maintain employer's liability insurance with limits of \$1,000,000 for bodily injury or disease.

b. Liability Insurance Requirements –

1) **In General** – Lessee shall maintain in full force and effect, at all times during the Term, the following insurance:

(a) **Commercial General Liability Insurance,** including without limitation Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the County), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Lessee's performance of work under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Lessee shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least \$1,000,000 each occurrence and \$2,000,000 aggregate.

(b) **Automobile Liability Insurance,** against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired, and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least \$1,000,000 each occurrence and \$2,000,000 aggregate.

(c) **Professional Liability (Errors and Omissions) Insurance,** for liability arising out of, or in connection with, the performance of all required services under this Agreement, with coverage equal to the policy

limits, which shall not be at least \$1,000,000 each occurrence and \$2,000,000 aggregate.

2) **Additional Insureds** – The Commercial General Liability and Automobile liability Insurance required in **Section 25.b.1** shall include an endorsement naming the County and the Indemnified Parties as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

3) **Self-Insurance Retention** – Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to County and must be approved by the County Risk Manager, which may be granted or withheld at the County Risk Manager's sole discretion.

4) **Claims-Made** – If any of the insurance coverages required under this Agreement is written on a claims-made basis, Lessee, at Lessee's option, shall either (i) maintain said coverage for at least three years following the termination of this Agreement with coverage extending back to the Execution Date; (ii) purchase an extended reporting period of not less than three years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

c. **Fire and Casualty Insurance** – Lessee shall, at its sole cost, maintain on the Comm. Site a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements, to the extent of at least 100% of full replacement value. The insurance policy shall be issued in the names of County, Lessee, and any lender, as their interests appear. The insurance policy shall provide that any proceeds shall be made payable to Lessee, and Lessee shall apply and use such proceeds as required by **Section 19** subject to the priority rights of any lender. Such insurance shall satisfy the requirements of **Section 25**, and shall be issued by a company or companies satisfying the requirements of **Section 25.e**. On or before the Execution Date, Lessee shall deliver to County certificates of insurance indicating that Lessee has complied with the provisions of this **Section 25**.

d. **Cancellation of Insurance** – The above-stated insurance coverages required to be maintained by Lessee shall be maintained until the completion of all of Lessee's obligations under this Agreement. Each insurance policy supplied by Lessee must be endorsed to provide that the coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after 10 days written notice in the case of non-payment of premiums, or 30 days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Lessee shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

e. **Insurance Company Rating** – All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII. Any exception to these requirements must be approved in writing by the County Risk Manager, which may be granted or withheld at the County Risk Manager's sole discretion.

f. **Lessee Self-Insured** – If Lessee is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Lessee shall provide coverage equivalent to the insurance coverages and endorsements required above. County will not accept such coverage unless the County Risk Manager determines, in his/her sole discretion and by written acceptance, that the coverage proposed to be provided by Lessee is equivalent to the above-required coverages.

g. **Primary Insurance** – All insurance afforded by Lessee pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by County. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against County.

h. **No Limitations by Policy Limits** – Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Lessee for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage, or to preclude County from taking such other actions as are available to it under any other provision of this Agreement or otherwise under Applicable Laws.

i. **Failure to Maintain Insurance** – Failure by Lessee to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Lessee. County, at its sole option, may terminate this Agreement and obtain damages from Lessee resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Lessee, County shall deduct from sums due to Lessee any premiums and associated costs advanced or paid by County for such insurance. If the balance of monies obligated to Lessee pursuant to this Agreement is insufficient to reimburse County for the premiums and any associated costs, Lessee shall reimburse County for the premiums and pay for all costs associated with the purchase of said insurance within 10 days of demand by County. Any failure by County to take this alternative action shall not relieve Lessee of its obligation to obtain and maintain the insurance coverages required by this Agreement.

26. **Liens and Encumbrances:** Lessee shall keep the Premises free from any liens and encumbrances arising out of any work performed, material furnished, or obligations incurred by Lessee, or from any other cause. If any liens or encumbrances are recorded against the Premises, and Lessee fails to remove the lien or encumbrance or post a bond to remove same within 15 days after its filing, County shall give a 15-day notice to Lessee, requiring Lessee to remove or bond around the lien or encumbrance within the 15-day period. If Lessee fails to do so within the 15-day period, County, at its sole discretion after expiration of the 15-day period, may obtain a bond, with all costs of the bond to be reimbursed by Lessee to County.

27. **Breach by Lessee:** In the event of the breach by Lessee of any term, covenant, or condition, Lessee shall have 30 days after written notice has been given to Lessee by County to cure, except for breach of the nuisance provisions of **Section 7.b**, which allows 72 hours to cure. If Lessee fails to cure within the stated time periods, County may exercise its remedies under **Section 28**.

28. **Remedies of County:** In the event of a breach by Lessee, County shall have the right either to terminate Lessee's right to possession of the Premises, by giving written notice of termination to Lessee, and thereby terminating this Agreement, or to have this Agreement continue in full force and effect with Lessee at all times having the right to possession of the Premises.

a. **Agreement and Possession Continue** – If County elects to have this Agreement continue in full force and effect, Lessee shall remain liable to perform all of its obligations under this Agreement and County may enforce all of County's rights and remedies. If Lessee abandons

the Premises or fails to maintain and protect the same as herein provided, County shall have the right (i) to do all things necessary or appropriate to maintain, preserve, and protect the Premises, including without limitation the installation of keepers or guards or the appointment of a receiver, and (ii) to relet the Premises as the agent of Lessee and for Lessee's account and to do all things appropriate for such reletting. In the event of such reletting, rent received by County shall be credited to Lessee's account. None of the foregoing acts shall be deemed to terminate Lessee's right of possession, and Lessee shall reimburse County on demand for all amounts reasonably expended by County in connection with the foregoing acts, together with interest on all amounts expended by County from time to time at the maximum legal rate from the date due until paid. Notwithstanding any such election to have this Agreement remain in full force and effect, County may at any time thereafter elect to terminate Lessee's right to possession of the Premises and thereby terminate this Agreement for any previous breach by Lessee which remains uncured or for any subsequent breach.

b. Agreement and Possession Terminate – If County gives notice of election to terminate Lessee's possession of the Premises, County shall be entitled to recover from Lessee the amounts specified in paragraph (a)(4) of section 1951.2 of the California Civil Code, as such section reads as of the Execution Date.

c. Remedies Not Exclusive – No right or remedy herein conferred upon or reserved to County is intended to be exclusive of any other right or remedy herein or by law, provided that each shall be cumulative and in addition to every other right or remedy given herein or now, or hereafter existing at law or in equity or by statute.

d. County Right to Cure – In addition to County's remedies upon Lessee's breach, upon 10 days prior written notice to Lessee by County, County may cure any breach by Lessee and, if necessary, may enter upon the Premises for such purpose. In such event, the cost of cure, plus interest at the maximum legal rate from the date due until paid, shall become immediately due and payable.

29. No Waiver of Breach: The waiver by County of any term, covenant, or condition contained in this Agreement must be in writing and shall not be deemed to be a waiver of any subsequent breach of the term, covenant or condition contained in this Agreement, and no custom or practice that may arise between the Parties during the course of this Agreement shall be construed to waive or lessen the right of County to the performance by Lessee in strict accordance with the terms of this Agreement.

30. Force Majeure:

a. Definition – Neither Party shall be held responsible or be deemed to be in default under this Agreement for any delay in performance or failure to perform any of its obligations, if such delay or failure is the result of causes beyond the control and without negligence of the Party. Such causes include, without limitation, acts of nature, strikes, lockouts, riots, insurrections, civil disturbances or uprisings, sabotage, embargoes, blockages, acts of war or terrorism, acts or failure to act by any governmental or regulatory body (whether civil or military, domestic or foreign), governmental regulations superimposed after the fact, communication line failures, power failures, fires, explosions, floods, accidents, epidemics, earthquakes, tsunamis, or other natural or man-made disasters (“**Force Majeure**”). Lack of funds shall not be a Force Majeure event.

b. Consequences – The Party affected by a Force Majeure event, upon giving prompt notice to the other Party, shall be excused from performance to the extent of such prevention, restriction, or interference, on a day-to-day basis until the Force Majeure event is removed, and the other Party shall likewise be excused from performance of its obligation which relate to the

performance so prevented, restricted, or interfered with. The affected Party shall use its best efforts to avoid or remove the causes of nonperformance and to minimize the consequences thereof, and both Parties shall resume performance when the Force Majeure event is removed.

31. **Quiet Possession:** Lessee, in keeping and performing the terms, covenants and conditions herein contained on the part of Lessee to be kept and performed, shall at all times during the Term peaceably and quietly have, hold, and enjoy the Premises.

32. **Assignment and Subletting:**

a. **No Assignment or Subletting** – Lessee shall not sublease, assign, transfer, mortgage, or otherwise convey this Agreement, or any of its rights and interests hereunder, including its leasehold rights and interests granted by this Agreement, without the prior written consent of the ACAO.

b. **Referral to Board of Supervisors** – However, the ACAO may, at his/her discretion, refer Lessee's request to (i) sublease, (ii) assign, (iii) transfer, (iv) mortgage, or (v) otherwise convey this Agreement or Lessee's ground leasehold rights and interests, to County's Board of Supervisors ("Board") for Board consideration.

c. **Failure to Obtain Consent** – If Lessee shall sublease, assign, transfer, mortgage, or otherwise convey this Agreement, or its rights and interests hereunder, or attempt to do so in violation of the foregoing provision, then in addition to any and all other rights and remedies available to it, County may, at its option by written notice to Lessee, either declare such sublease, assignment, transfer, mortgage, or other conveyance void or terminate this Agreement and all rights and interests of Lessee and all other persons hereunder.

d. **No Waiver or Limitation on Consent** – Any consent to any sublease, assignment, transfer, mortgage, or conveyance shall not be deemed or construed as consent to any different or subsequent sublease, assignment, transfer, mortgage, or conveyance. This clause shall not be construed to limit any right or remedy which County may become entitled to as a matter of law or become entitled to by reason of Lessee's actions or failures to act.

e. **Lessee in Compliance** – As a condition of County's consent to any conveyance of this Agreement, Lessee must be in compliance with all terms, covenants, and conditions of this Agreement, including without limitation the payment of all monies due to County.

33. **Administrative Processing Fee:** Lessee shall pay to County, upon County's request, a processing fee in the amount of \$1,200 for processing any request by Lessee for County to sign documents. The fee shall not be refundable and shall be paid prior to County's review of Lessee's request for signature. The fee may be waived by the ACAO if, in his/her opinion, the simplicity of processing such request for signature does not warrant the fee. Refusal to pay the fee is grounds for the denial of the request for signature.

34. **Surrender of Premises:** On the last day of the Term, or sooner termination of this Agreement, Lessee shall peaceably and quietly leave, surrender, and yield up to County the Premises in as good a condition and state of repair as it existed on the Execution Date, subject to damage by Force Majeure, and shall comply with Section 16.a relating to its FF&E. By the expiration or termination date, Lessee shall have paid all utility bills and contacted the appropriate utility companies to have the utility services properly discontinued or transferred.

35. **Notices:** All notices herein provided to be given, or which may be given, by either Party to the other shall be deemed to have been fully given when made in writing and deposited with the

United States Postal Service, certified mail, return receipt requested, postage prepaid, and addressed as follows:

To Lessee: City of Tehachapi
115 South Robinson Street
Tehachapi, CA 93561
Attention: City Clerk

To County: County of Kern
General Services Division, Property Management
1115 Truxtun Avenue, 3rd Floor
Bakersfield, CA 93301

The address to which the notices shall be mailed to either Party may be changed by written notice given by such Party to the other, but nothing shall preclude the giving of any such notice by personal service.

36. Authorized Agent of County: The ACAO is the duly authorized agent of County for purposes of this Agreement, and as to any obligations assumed by Lessee, they shall be performed to the sole satisfaction of the ACAO, unless another standard is specified in this Agreement.

37. Miscellaneous Provisions:

a. Negation of Partnership – County shall not become or be deemed a partner or joint venturer with Lessee or associate in any relationship with Lessee other than that of landlord and tenant by reason of the provisions of this Agreement. Lessee shall not for any purpose be considered an agent, officer, or employee of County.

b. Conflict of Interest – The Parties have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. All Parties agree that they are unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist as of the Execution Date, County may immediately terminate this Agreement by giving written notice to Lessee. The Parties shall comply with the requirements of Government Code section 87100 et seq. during the term of this Agreement.

c. Nondiscrimination –

1) Lessee, in the use of the Premises and in the operations to be conducted under this Agreement, shall not discriminate or permit discrimination against any person or class of persons by reason of race, color, creed, religion, ancestry, sex, or national origin in any manner prohibited by federal, state, or local laws or policies.

2) Lessee shall furnish its accommodations and services on a fair, equal, and nondiscriminatory basis to all Users, and Lessee shall charge only fair, reasonable, and nondiscriminatory prices for its services. However, Lessee may make reasonable and nondiscriminatory rebates, discounts, or other similar price reductions to volume service Users to the extent permitted by Applicable Laws.

3) Lessee shall make its accommodations and services available to the public on fair and reasonable terms without discrimination on the basis of race, color, creed, religion, ancestry, sex, or national origin.

4) Lessee shall not discriminate nor allow discrimination, either directly or indirectly, in hiring or employing persons to work at the Comm. Site.

5) Lessee shall include the language in **subsections (1) through (4)** in any agreement by which Lessee assigns or transfers any interest in the Premises or this Agreement, or grants a right or privilege to any person, firm, or corporation to use the Premises or to render accommodations and services to the public on the Premises.

6) Non-compliance with **subsections (1) through (4)** shall constitute a material breach of this Agreement, and in addition to any other remedies provided by Applicable Laws or this Agreement, County shall have the right to terminate this Agreement without liability therefore, may seek an injunction to enforce **subsections (1) through (4)**, and may charge Lessee the sum of \$25.00 per day for each incident of a failure to comply.

d. Incorporation of Prior Agreements – This Agreement contains all agreements of the Parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.

e. Remedies not Exclusive – The use by either Party of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive such Party of, or limit the application of, any other remedy provided by law, at equity, or otherwise.

f. Severability – If any part, term, portion, or provision of this Agreement is decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the Parties intended to enter into in the first instance.

g. Governing Law; Venue – The Parties agree that the provisions of this Agreement shall be construed pursuant to the laws of the State of California. If either Lessee or County initiates an action to enforce the terms of this Agreement or declare rights hereunder, including actions on any bonds and/or surety agreements, the venue thereof shall be the County of Kern, State of California, it being understood that this Agreement is entered into, and will be performed, within the County of Kern.

h. Compliance with Laws – Lessee shall, at its sole cost, promptly comply with all Applicable Laws, including Environmental Requirements, which may in any way apply to the use, operation, repair, maintenance, occupation of, or operations or construction on, the Premises.

i. Successors – Subject to **Section 32**, all terms, covenants, and conditions of this Agreement shall extend to, be binding upon, and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective Parties.

j. No Third Party Beneficiaries – This Agreement is made for the sole benefit of the Parties and their respective heirs, executors, administrators, successors, and assigns, and no other persons shall have any right of action hereon.

k. Covenants and Conditions – Each provision of this Agreement performable by Lessee shall be deemed both a covenant and a condition.

l. Modification – This Agreement may be modified or amended only by a written document signed by both Parties.

m. Authorization – Each individual executing this Agreement on behalf of either Party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on

behalf of that Party, and that this Agreement is binding upon both Parties in accordance with its terms.

n. Construction – The Parties acknowledge that each Party and its counsel have reviewed and revised this Agreement, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

o. Recitals – Each of the recitals is incorporated in this Agreement by reference as if fully set forth in this Agreement at length, is deemed to be the agreement and a reflection of the intent of the Parties, and is relied upon by the Parties in agreeing to the provisions of this Agreement and in interpreting its provisions.

p. Captions – Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement.

q. Exhibits – All exhibits attached to this Agreement are incorporated into this Agreement by reference.

r. Time of Essence – Time is hereby expressly declared to be of 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.

The remainder of this page has been intentionally left blank.

The Parties have executed this Agreement on the Execution Date.

APPROVED AS TO CONTENT:

Communications

By _____

County Administrative Office

By _____
Assistant County Administrative Officer
for General Services

APPROVED AS TO FORM:

Office of County Counsel

By _____
Deputy

COUNTY OF KERN

By _____
Chairman, Board of Supervisors
"County"

CITY OF TEHACHAPI

By _____
Mayor, City of Tehachapi

"Lessee"

EXHIBIT "A" – Rack Space

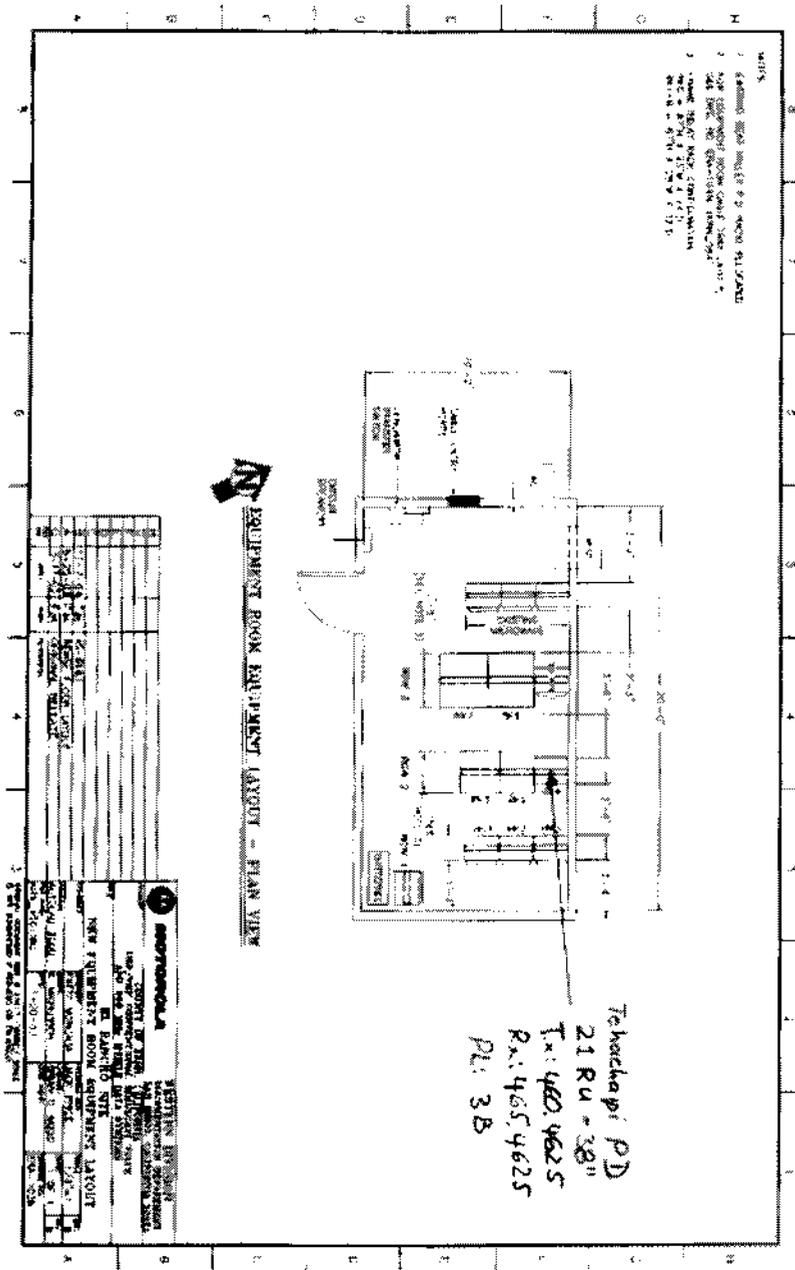


EXHIBIT "C" – Environmental Terms

Definition of Environmental Terms

For the purpose of this Agreement, the following terms and words shall have the meaning given below:

1. **Environmental Requirements.** All applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, and similar items of any governmental agency, department, commission, board, bureau, or instrumentality of the United States of America, California, or its political or municipal subdivisions, and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human life or the environment.

2. **Hazardous Materials.** All flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous waste, toxic substances or related materials, petroleum products, and any substances declared to be hazardous or toxic under any present or future Environmental Requirements or which requires investigation or remediation under any present or future federal, state, or local law, statute, regulation, environmental requirement, order, or rule.

EXHIBIT "D" - Equipment





RICHARDS | WATSON | GERSHON

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SAN FRANCISCO OFFICE
TELEPHONE 415.421.8484

ORANGE COUNTY OFFICE
TELEPHONE 714.990.0901

TEMECULA OFFICE
TELEPHONE 951.695.2373

June 1, 2016

VIA FACSIMILE AND U.S. MAIL

Thomas F. Schroeter, Esq.
City Attorney
City of Tehachapi
254 H Street
Bakersfield, California 93304

Dear Mr. Schroeter:

You have asked us to provide legal advice to the City of Tehachapi regarding matters that may come up from time to time. We write to confirm the terms upon which the firm will provide such legal services, and the basis upon which we will bill for our services and expenses.

For legal services of a general advisory nature, our time will be charged at a blended hourly rate of \$250 per hour for all attorneys. For legal services related to litigation matters, our time will be charged at a blended hourly rate of \$295 per hour for all attorneys.

In addition, we will bill for costs in connection with our representation. Such costs include copying documents (\$.15 per page), telecommunications, court fees, litigation costs, messenger and delivery services, and other similar costs. Such costs frequently are billed to the firm from third-party vendors, and there sometimes will be a delay between the time such costs are incurred and the time when they appear on your bill.

We will bill the City for fees on a monthly basis. When a bill is to be sent, we will review it before it is issued to ensure that the amount charged is appropriate and accurately reflects the services rendered.

We rarely have fee disputes with clients. Nevertheless, you should be aware that the City is entitled to require that any fee dispute be resolved through the mandatory fee arbitration provisions of the California Business and Professions Code. One such program is operated under the auspices of the Los Angeles County Bar Association. Many other local bar associations have similar programs.

In the event that the City chooses not to utilize the County Bar arbitration procedures, the City agrees that all fee disputes between us shall be submitted to binding arbitration in Los Angeles to be conducted by the American Arbitration Association, in accordance with its commercial arbitration rules.

Thomas F. Schroeter, Esq.
June 1, 2016
Page 2

In any dispute concerning billing for services rendered, the prevailing party, as defined in California Code of Civil Procedure section 1032, will be entitled to recover its reasonable attorney's fees and costs.

The City has the right to terminate our representation at any time. We have the same right, subject to our obligation to provide the City with reasonable notice to arrange alternative representation. In either circumstance, the City agrees to secure new counsel to represent it as quickly as possible and to cooperate fully in the substitution of the new counsel as counsel of record in any litigation in which we may be involved. If the City elects to terminate the firm, we will be paid all fees and costs incurred prior to the termination within 30 days after delivery of a final bill for services.

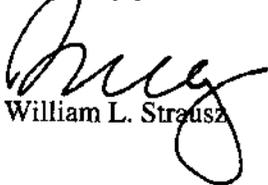
We are also required to inform you that we currently maintain professional liability insurance.

Our legal relationship and the terms of this agreement will be governed by the substantive laws of the State of California.

We have enclosed a duplicate original of this letter which we request be signed and returned. We have enclosed a return envelope for your convenience.

We look forward to representing the City, and we thank you for the opportunity.

Very truly yours,



William L. Strausz

CITY OF TEHACHAPI

Date: _____

By: _____

Title: _____



COUNCIL REPORTS

APPROVED
 DEPARTMENT HEAD: _____
 CITY MANAGER: _____

MEETING DATE: JUNE 6, 2016 AGENDA SECTION: CITY MANAGER

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS
FROM: GREG GARRETT, CITY MANAGER
DATE: MAY 31, 2016
SUBJECT: AMENDMENTS TO THE EMPLOYEE PERSONNEL MANUAL

BACKGROUND: To keep the Employee Personnel Manual up-to-date, occasional edits are necessary to properly reflect changes in staffing, law or to clarify the document. A summary of the proposed amendments is as follows and exact wording is attached.

(1)	Grammar & Misc. Corrections	Minor corrections in spelling, punctuation, grammar, wording and formatting.	Entire Personnel Manual
(2)	Law Changes	Amends conflict provision to include Fair Labor Standards Act law.	Section 1 – Introduction & Purpose H. Conflicting Rules 2. State Law
(3)	Bilingual Pay	Adds a bilingual pay premium for qualifying employees.	Section 3 – Classification & Compensation B. Salary Ranges, Plans & Compensation 6. Special Compensation
(4)	Court Stand-by/ Appearance	Amends the list of employees eligible to receive court stand-by and court appearance compensation to include Police Technicians and Lead Dispatchers.	Section 3 – Classification & Compensation G. Compensation for Call Back, Court Stand-by, Court Appearance, DMV etc. 2. Court Stand-by & 3. Court Appearance
(5)	Designated/Floating Holidays	Removes policy expiring on 12/31/2014 regarding designated and floating holidays.	Section 4 – Attendance & Leaves B. Holidays 1. Designated Holidays
(6)	Banked Holidays	Adds a section from the PD MOU to address banked holidays for scheduled staffing.	Section 4 – Attendance & Leaves B. Holidays
(7)	CalPERS Service Credit	Clarification of existing policy by expressly stating the option to roll 100% sick hours to CalPERS service credit.	Section 4 – Attendance & Leaves D. Sick Leave 1. Regular Full-time & FLSA Exempt Employees h) Compensation at Retirement
(8)	Accruals During Leaves	Simplify the explanation of benefit accruals during extended leaves of absence.	Section 4 – Attendance & Leaves E,5; F,4; G,5; H,5; & K,4
(9)	SB 579	Amends to allow the use of sick time for school visitation leave as required by SB 579.	Section 4 – Attendance & Leaves Q. School Visitation Leave

FISCAL IMPACT: No fiscal impact from Amendments 1, 2, 5, 6, 7, 8 and 9. Minimal increases to safety payroll from Amendments 3 and 4.

RECOMMENDATION: Approve the changes and adopt the resolution.

EMPLOYEE PERSONNEL MANUAL AMENDMENTS

(1) Grammar & Miscellaneous Corrections

Section	Primary Level	Sublevel	Correction
All Sections	All	None	Capitalize & reformat headings
Section 1	None	paragraph 1	Add "." at the end of the 1 st sentence
Section 1	D	line 1	Capitalize "C" in Council
Section 1	D	line 1	Add apostrophe "days' "
Section 2	G	subsections 1,2,3	Add "-" in non-exempt
Section 3	A	subsection 3, a), i.	Add "." at the end of the sentence
Section 3	B	subsection 3, sentence 3	Delete the word "high" in "employee will receive the next high step within the pay range of the higher class."
Section 3	B	subsection 6, b)	Reformat, remove "." add parenthesis and lower case "O" in "(only available to Sergeants and above)"
Section 3	C	subsection 2, line 3	Shift order of phrases to "Said response to the review should be submitted"
Section 3	C	subsection 3	Remove "kept" from heading, add "." at end of paragraph
Section 3	D	line 4	Add "i" in "semi-monthly"
Section 4	B	subsection 1	Reformat subheadings "a)"
Section 4	B	subsection 3	Change 1 ½ to 1.5 for document consistency
Section 4	B	subsection 4	Delete "of" in "Safety employees will be paid of regular pay as designated above."
Section 4	E	subsection 3, a)	Delete "(", remove spaces in "twenty-six", add "[]" around "[twenty-six (26) workweeks]", add "." at end of sentence
Section 4	E	subsections 3, c)	Capitalize "R" in Runs & "C" in Concurrently
Section 4	E	subsection 4	Reformat with a), i., & bulleted outline levels
Section 4	E	subsection 7, b), i)	Capitalize "A" in An
Section 4	G	subsection 4 paragraph 1	Add "," after "compensable,", remove "and" in "Workers' Compensation and Law"
Section 4	G	subsection 4 paragraph 2	Matched (numbers) with words (19), (22), (22)
Section 4	L	subsection 1	Correct outline levels, remove subheading "1." where there is no "2."
Section 4	N	subsection 1	
Section 4	K	subsection 1	Add "a in "Manager"
Section 5	C	subsections 2, b), iii,	Add apostrophe & "s" "supervisor's"
Section 5	C	subsections 4, a), b) & c)	Capitalize initial "S", "T" & "A"
Section 6	A	subsection 2, i), ii.	Add "." at the end of sentence
Section 6	A	subsection 5, a), v & b) i	Lowercase "n" in notice
Section 6	A	subsections 5, c)	Reformat i. outline level
Section 6	A	subsection 7, e), i & g), i	Capitalize initial "T"
Section 6	A	subsection 8	Add space between "14_days"
Section 6	B	subsection 5, Step 2, a)	Add ":" after following

Section 8	A	subsection 3	Lowercase "f" in files
Section 8	A	subsections 4 a), b) c) & 5 a), b), c) & 6 a), b), c), d)	Reformat & remove underlining, add titles "Inspection by Representative" and "No Removal" to sections 6 c) & d)
Section 8	A	subsection 4 paragraph 1	Substitute "on" for "in"; capitalize "C" in City
Section 10	A	subsection 4 e) i.	Change reliable to reliability
Section 10	C-N	C 1,2,3; E 5,6,7; F 2; G 2; M 4 & 6; N 2	Correct end punctuation to "."
Section 10	F	subsection 5	Add "t" to complaint
Section 10	F	subsections 7, 8 & 9	Re-number subsections to 6, 7 & 8, reformat i. outline level
Section 10	L & N	L 3 & N 6, b)	Add "." at end of sentence
Section 10	N	subsection 2 a) i.	Add "-" in non-work"
All Sections	Replaced 2nd person "you/your" with 3rd person "his/her" "the employee" and changed related verbs, for example, "are" to "is" for consistency. Changes are highlighted:		

2, E, 4 ~~You'll~~ New employees will need to provide documents verifying eligibility to work.

3, D, 3 If ~~you have worked~~ an employee works more than half of one quarter of an hour ~~round up~~ it is rounded up as one quarter of an hour and if less than half it is ~~round down~~ rounded down.

3, D, 4 Certain deductions will be taken from ~~your~~ paychecks.

3, D, 6 ~~Please review your~~ It is the employee's responsibility to review pay stubs each payday to make sure they are correct. If ~~you believe~~ it is not, please inform the payroll office so that it can be reviewed and if necessary corrected.

4, E, 4, a ~~Please contact~~ The employee contacts the Personnel Officer or his/her designee as soon as ~~you realize~~ the need for family/medical leave is realized.

4, G, 2 Workers' Compensation coverage begins the first minute ~~you are~~ an employee is on the job and continues any time ~~you are~~ he/she is working. ~~You do~~ The employee does not have to be employed for a certain length of time, nor ~~do you~~ does he/she have to earn a certain amount of wages before ~~you are being~~ protected.

4, G, 3 What to do if ~~you are injured~~ there is an Injury

In case of Life-or-Limb threatening injuries always call 911, otherwise ~~you~~ the employee should immediately report all injuries to ~~your~~ his/her supervisor. If medical care is needed and ~~your~~ the supervisor is not available or the injury is before or after normal business hours, call the injury hotline Company Nurse at 1-888-770-0926...

If ~~you receive~~ the employee receives treatment prior to reporting the information to ~~your~~ his/her supervisor or ~~Company~~ Nurse Triage Hotline at the number posted on the employee bulletin boards (such as in the case of an emergency) notify the Personnel Officer or his/her designee as soon as possible.

~~You~~ The employee may go to ~~your~~ his/her own doctor, but only if ~~you have pre-designated your doctor~~ the doctor is pre-designated to treat ~~you~~ the employee for a work related injury. This is done by obtaining a pre-designation form from the Personnel Officer or his/her designee. The form must be completed and turned into the Personnel Officer or his/her designee prior to a work related injury. The ~~doctor you pre-designate~~ pre-designated doctor must have previously directed ~~your the employee's~~ medical treatment, must have ~~your the~~ employee's medical history on file and must agree to be pre-designated by signing the pre-designation form.

Please note that not all doctors are willing to provide treatment for workers' compensation injuries. Please be sure that ~~you~~ the doctor handles workers' compensation claims. If ~~you~~ the employee did not pre-designate ~~your~~ his/her regular doctor before the injury, ~~you~~ he/she will receive medical care from one of the doctors/hospitals designated by the City.

All injuries, regardless of severity, are covered if they ~~are caused by your job~~ occur at the work place during working hours. All job injuries are to be reported to ~~you~~ the supervisor, even if ~~they are~~ the injury is minor and ~~it~~ does not require medical treatment by a doctor.

The doctor or hospital will bill the City through AIMS. This includes the cost of the doctor, hospital, x-ray, crutches, lab work and other services and supplies the doctor prescribes to treat ~~your~~ the injury.

4, G, 4 What Happens if ~~your~~ an Injury Leads to Time off Work

If ~~your~~ the employee's claim is accepted as compensable, Workers' Compensation Law provides for lost wages in the form of temporary disability – these payments may be provided as long as the doctor says ~~you are~~ the employee is unable to work, and ~~are~~ is off work for more than three (3) days. There may be further payments provided after ~~you~~ the employee returns to work if the doctor indicates ~~you have~~ he/she has permanent restrictions.

For miscellaneous employees, temporary disability payments begin after the first three (3) days ~~you are~~ off work due to a work related injury. The City will continue full salary during this three-day period. After the first three-day period, the City will continue salary payments in an amount which, added to temporary disability payments, will provide ~~you the employee~~ with full salary for a period not to exceed another nineteen (19) working days. In no event shall City payments for a job-related injury leave exceed a combined total of twenty-two (22) working days. If workers' compensation leave continues beyond the twenty-two (22) day period, ~~you the employee~~ may apply sick leave, banked holidays, compensatory time and/or accrued vacation to continue ~~your~~ his/her full salary until ~~you exhaust your~~ leave benefits are exhausted. This process is called 'integration'. If ~~you the employee~~ chooses not to utilize integration to supplement ~~your~~ income, ~~you he/she~~ must notify the Personnel Officer or ~~his/her~~ the Personnel Officer's designee in writing and submit for a leave of absence without pay. Once this decision is made ~~you~~ it may not ~~rescind your choice~~ be rescinded.

Sworn Police Officers eligible under Section 4850 of the Labor Code will continue full salary for payments not to exceed one (1) year. If workers' compensation leave continues beyond Section 4850, ~~you the employee~~ will be eligible for temporary disability payments for an additional year and may apply sick leave, compensatory time and/or accrued vacation to continue ~~your~~ his/her full salary until ~~you exhaust your~~ leave benefits are exhausted. This process is called 'integration'. If ~~you the employee~~ chooses not to utilize integration to supplement income, ~~you he/she~~ must notify the Personnel Officer or ~~his/her~~ the Personnel Officer's designee in writing and submit for a leave of absence without pay. Once this decision is made ~~you may not rescind your choice~~ it may not be rescinded.

Temporary disability benefit checks will be issued by AIMS. If ~~you utilize~~ integration is utilized, the check from AIMS will be sent to the City. ~~You~~ The employee must sign the temporary disability checks over to the City. Payroll will use the temporary disability checks, along with ~~your~~ the leaves to issue ~~your~~ the employee's regular pay. This process helps to keep ~~your~~ the employee's benefits as a City employee in force. ~~You~~ The employee may not use leaves and retain the temporary disability checks at the same time.

If ~~you have~~ the employee has no leaves, or ~~you use all your leaves~~, ~~your~~ all leaves are used, temporary disability checks will be sent directly to ~~you the employee~~ by AIMS and ~~you may keep your~~ the temporary disability checks may be kept.

4, H, 2 If returning from an extended medical personal leave of absence, you the employee will be offered the same position you he/she held at the time leave began, if available. If your the former position is not available, a comparable position will be offered. If neither the same nor a comparable position is available, your the employee's return to work will depend on job openings existing at the time of your his/her scheduled return. The City makes no guarantees of reinstatement, and return to work will depend on your the employee's qualifications for existing openings.

4, K, 3 If returning from a non-medical personal leave of absence, you the employee will be offered the same position you he/she held at the time leave began, if available. If your the former position is not available, a comparable position will be offered. If neither the same nor a comparable position is available, your the employee's return to work will depend on job openings existing at the time of your his/her scheduled return. The City makes no guarantees of reinstatement, and return to work will depend on your the employee's qualifications for existing openings.

9, A This coverage may be continued under Federal COBRA upon certain qualifying events, at your the employee's expense, if certain conditions are met.

10, F, 1 If you are the employee is in doubt as to whether or not any particular conduct may violate this Policy, do not engage in the conduct, and seek guidance from a supervisor or the City Manager.

10, F, 7, a, ii Let fellow employees know when you consider behavior is considered offensive.

(2) Law Changes

Section 1 – Introduction and Purpose

H. Conflicting Rules

2. State/**Federal** Law

Where a conflict exists between items stated in these rules and regulations and existing California state law or the Fair Labor Standards Act (FLSA), the state or FLSA statutes shall prevail.

(3) Bilingual Pay

Section 3 – Classification & Compensation Plans

B. Salary Ranges, Plans and Compensation

6. Special Assignment Pay

e) **Bilingual Pay**

A bilingual pay premium is available to employees who are routinely and consistently assigned to positions requiring communication skills in Spanish with the following conditions:

- i. Employee must be certified as bilingual in Spanish;
- ii. Employee must be City Hall or Police Department staff with receptionist duties or 911 dispatchers; and
- iii. Employee must receive the approval of the Department Head and City Manager.

The bilingual pay premium is \$100 per month for full-time employees and \$50 per month for part-time employees, payable in two equal payments during the month.

(4) Court Stand-by/Appearance

Section 3 – Classification & Compensation Plans

G. Compensation for Call Back, Court Stand-by, Court Appearance, DMV Hearings or Firearms

Qualification Time

2. Court Stand-by

Any Police Officer, Senior Officer, Sergeant, **Police Technician or Lead Dispatcher** required to remain at his/her residence and/or promptly available by phone while in an off-duty status because he/she is put "on-call" for court appearance, shall be paid for two (2) hours at the employee's regular rate of pay. In the event that a morning on-call status continues beyond the court's noon recess, the employee shall be paid an additional two (2) hours at the employee's regular rate of pay. If the employee is not placed off-call forty-eight (48) hours prior to 0900 the morning of the subpoena appearance date, the employee shall be paid for two (2) hours at the employee's regular rate of pay.

3. Court Appearance

Any Police Officer, Senior Officer, Sergeant, **Police Technician or Lead Dispatcher** who is off-duty and is required to appear in court after he/she is placed "on-call", shall be paid for actual hours required for court appearance at one and one-half (1.5) times the employee's hourly rate of pay, or for two (2) hours if the actual hours required are two (2) hours or less at one and one-half (1.5) times the employee's hourly rate of pay. When such court appearance requires the employee to be in attendance before and after the court lunch recess, such lunchtime will be included in determining the employee's court appearance time. Any Police Officer, Senior Officer, Sergeant, **Police Technician or Lead Dispatcher** required to respond to court while in an off-duty status and not previously having been placed "on-call" will be paid a minimum of two (2) hours at one and one-half (1.5) times the employee's hourly rate of pay.

(5) Designated/Floating Holidays

Section 4 – Attendance and Leaves

B. Holidays

1. Designated Holidays

~~The City allows eight (8) hours of time off with pay for each of the following designated holidays to regular full-time and FLSA Exempt employees. Beginning January 1, 2015, t~~The City will allow ten (10) hours of time off, with pay for each of the following designated holiday to regular full-time and FLSA Exempt employees:

- New Year's Day – January 1
- Martin Luther King Day – 3rd Monday in January
- President's Birthday – 3rd Monday in February
- Memorial Day – Last Monday in May
- Independence Day – July 4
- Labor Day – 1st Monday in September
- Veterans' Day – November 11
- Thanksgiving Day – Designated Thursday in November
- The Friday after Thanksgiving in November
- Christmas Eve Day – December 24
- Christmas Day – December 25

~~The City allows four (4) hours of time off, with pay for the following designated holiday to regular full-time and FLSA Exempt employees. Beginning January 1, 2015, t~~The City will allow five (5) hours of time off, with pay for the following designated holiday to regular full-time and FLSA Exempt employees.

- ½ of New Year's Eve Day – December 31

~~Two (2), eight (8) hour floating holidays to be taken at the convenience of the City as determined by each Department Head. These hours are posted to the employee's holiday bank on the first pay period of January and prorated for employees employed thereafter. Beginning January 1, 2015, there will no longer be floating holidays.~~

(6) Banked Holidays

Section 4 – Attendance and Leaves

B. Holidays

6. 24/7 Staffing Banked Holidays

- Employees who are normally required to work on an approved holiday because they work in positions that require 24/7 staffing will accrue holiday hours at the rates outlined, on the day of the holiday, regardless of whether they work the holiday or not. These hours will be added to the employee's holiday bank on the first paycheck immediately following the holiday, or the hours can be used during the pay period in which they are accrued, with the prior approval of the Police Chief. An employee may utilize banked holiday time at any subsequent time during the year, contingent upon the approval of the Police Chief so that such absence will not materially affect the operation of the Department.
- Holidays hours not taken by December 31 in the calendar year shall be paid to an employee at the employee's hourly pay as of the first full pay period following December 31. Unused holiday time shall not be carried forward from one calendar year to the next calendar year.
- Employees who work on a holiday, shall be entitled to overtime compensation at the premium rate of one and one-half (1.5) times the employee's regular hourly rate.

(7) CalPERS Service Credit

Section 4 – Attendance and Leaves

D. Sick Leave

1. Regular Full-time and FLSA Exempt Employees

h) Compensation at Retirement

An employee retiring from the City of Tehachapi, and having been accepted by the Public Employee's Retirement System (PERS) for service or disability retirement benefits, may elect to have all of his/her unused sick leave converted to CalPERS service credit or may elect to be compensated for unused accrued sick leave at 50% of its value on his/her retirement date. If the employee chooses to be compensated at 50%, the remaining 50% will be converted to CalPERS service credit.

(8) Accruals during Leaves (wording is identical in all sections)

Section 4 – Attendance and Leaves

E. Family Medical Leave Act and California Family Rights Act

5. **Benefits during FMLA/CFRA Leave**

F. **Pregnancy Disability Leave (PDL)**

4. **Leave Accruals while on PDL**

G. **Workers' Compensation/Workers' Compensation Leave**

5. **Benefits while on Workers' Compensation**

H. **Extended Medical Leave of Absence for Non-work Related Injuries/Illness**

3. **Benefits while on Extended Leave**

K. **Personal Leave of Absence**

4. **Benefits While on Leave**

Length of service, ~~as it affects various employee benefits such as vacation time,~~ shall continue to accrue for the duration of any leave of absence. ~~However, vacation and sick leave credits will not accrue during the period the employee is on leaves regardless if they are being compensated using accruals.~~ While on an extended leave, an employee must have at least one actual hour worked in a pay period to accrue vacation, ~~and~~ sick and admin leave (if applicable) ~~credits~~.

(9) SB579

Section 4 – Attendance and Leaves

Q. **School Visitation Leave**

An employee wishing school visitation leave must utilize any earned and available personal time-off ~~either sick time,~~ vacation, compensation time or banked holiday. If personal time-off is not available, the employee may take the time off as unpaid leave. Employees shall also note the City may require written documentation as proof the employee did attend a school activity.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI
APPROVING AMENDED EMPLOYEE PERSONNEL MANUAL AND
REPEALING RESOLUTION NO. 08-16**

WHEREAS, the City adopted Employee Personnel Manual in March 7, 2016 (the "March-2016 Personnel Manual") by Resolution No. 08-16 ("RES08-16"); and

WHEREAS, the City Council wishes to replace the March-2016 Personnel Manual with Employee Personnel Manual attached hereto as Exhibit "A" and by this reference made a part hereof (the "June-2016 Personnel Manual") and repeal RES 08-16 to the extent the implementation of the June-2016 Personnel Manual has satisfied any meet and confer obligations as required for represented employees under the Meyers-Milias-Brown Act, Cal. Gov't Code §§ 3500, *et. seq.* ("MMBA").

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 repeals RES 08-16 and adopts the June-2016

Personnel Manual to replace the March-2016 Personnel Manual.

PASSED AND ADOPTED by the City Council of the City of Tehachapi at a regular meeting on the 6th day of June, 2016.

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

SUSAN WIGGINS, Mayor of the City of
Tehachapi, California

ATTEST:

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

I hereby certify that the foregoing resolution was duly and regularly adopted by the City Council of the City of Tehachapi at a regular meeting thereof held on June 6, 2016.

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



Employee Personnel Manual

June 6, 2016

Amendment Res. 04-16 Uniform Allowance,
Adopted Res. 08-16 (Repeal Res. 11-14)
Adopted Res. (Repeal Res 08-16)

February 16, 2016
March 7, 2016
June 6, 2016

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Section 1 – Introduction and Purpose

The City Council is authorized and directed under the provisions of Title 2, Chapter 40.050 (adopted as Ord. No. 393) to adopt rules and regulations for the administration of the personnel system created in said chapter.

These rules and regulations are designed to facilitate efficient and economical service to the public and provide a fair and equitable system of personnel management in the municipal government. These rules and regulations set forth policies and procedures to ensure similar treatment for those who compete for original and promotional employment and define certain obligations, rights, privileges, benefits and prohibitions which are placed upon all City employees.

A. Equal Employment Opportunity

No person applying for employment with the city or employed by the City shall be discriminated against by reason of his/her actual or perceived age, ancestry, citizenship status, color, creed, disability (mental or physical), exercise of rights relating to Family Care and Medical Leave, gender identity, marital status, medical condition, national origin, political affiliation (political beliefs), pregnancy, race, religion, sex, sexual identity, sexual orientation (heterosexuality, homosexuality, or bisexuality), veteran status, or any other classification protected by law.

B. Violation of Rules and Regulations

Violation of provision(s) of these rules shall constitute grounds for disciplinary action including, but not limited to, dismissal, rejection, demotion, reduction in salary, suspension, or written reprimand. A violation shall not make disciplinary action mandatory, but shall be considered as appropriate in view of all circumstances.

C. City Manager

The Personnel Officer of the City is the City Manager. The City Manager may delegate any personnel powers or duties to another employee of the City, or may recommend to the City Council that certain personnel powers be performed under contract by a qualified individual or firm. The City Manager shall:

1. Prepare and recommend to the City Council, personnel rules and revisions thereto.
2. Administer the provisions of the rules.
3. Appoint all department heads and employees, provided the City Manager may delegate to any other department head or employee the authority to hire or discharge any employees.

D. Amendment and Revision of Rules and Regulations

The City Council may amend these rules and regulations by resolution with not less than five (5) days' notice to employees. Employees at the Council meeting shall be given an opportunity to present their support or objection to the proposed amendment or revision.

E. Administrative Rules and Regulations

These rules and regulations do not preclude the City Manager or individual City departments from developing and administering supplemental personnel rules as long as they do not conflict with these rules and regulations, other Council resolutions and ordinance, or existing laws.

F. Application of Rules and Regulations

If a provision of these guidelines conflicts with a provision of an applicable collective bargaining agreement entered into by the City of Tehachapi and a recognized employee organization, to the extent of such conflict, the provision of the collective bargaining agreement shall be deemed controlling unless the provisions of these guidelines have been negotiated for and implemented more recently.

G. Employment of Relatives

These rules shall not prohibit the employment or assignment of relatives in the same or different department except as outlined below. For the purpose of this section, a "relative" shall be defined as any person who is related by blood, marriage, or domestic partnership within the third degree. Specifically, a relative is a spouse, domestic partner, parent, grandparent, great grandparent, child, grandchild, great grandchild, sibling, niece, nephew, aunt, or uncle (including step, adoptive and in-law relatives).

1. No person who is a relative of any City Council member, the City Manager, any department head or any other individual having appointive power shall be appointed to a paid position with the City service while their relative is serving in one of the aforementioned capacity.
2. No relatives shall be employed in positions where one has supervisory responsibility over the other or where both would report to the same supervisor. Upon recommendation of the department head(s), exceptions to this rule may be granted by the City Manager
3. No relatives shall be employed in positions where one would have access to confidential and privileged information concerning the other. Upon recommendation of the department head(s), exceptions to this rule may be granted by the City Manager, where, in the judgment of the City Manager, the access to confidential and privileged information would not be detrimental to City operations.
4. In the case of a violation of this rule, remedy may be sought through transfer or demotion within the City service or termination of one party, as recommended by the department

head. All actions intended to remedy violations of this section are subject to the review and approval of the City Manager.

H. Conflicting Rules

1. Memorandum of Understanding

Where a conflict exists between items stated in a provision of these rules and regulation and an applicable adopted memorandum of understanding (MOU) with a recognized majority representative, to the extent of such conflict, the memorandum of understanding shall prevail, unless the provisions of these guidelines has been negotiated for and implemented more recently.

2. State/Federal Law

Where a conflict exists between items stated in these rules and regulations and existing California state law or the Fair Labor Standards Act (FLSA), the state or FLSA statutes shall prevail.

I. Not a Contract

These rules and regulations do not create any contract of employment, either expressed or implied, or any rights in the nature of a contract.

Section 2 – Selection and Appointment

A. Announcement of Vacancies

Notices of employment opportunities in the City will be first announced in house, via electronic mail or posting on employee bulletin boards, allowing current employees the opportunity to apply for the position. However, the City Manager has the discretion to begin open recruitment outside of City employ at any time. All announcements will be posted in the City offices and publicized in any other ways necessary to attract the best qualified candidates.

The City Manager or designee shall, at least 10 calendar days prior to the final filing date, issue an appropriate notice regarding the position. The content of the notice shall include a minimum of the title and pay for the position, the nature of the work to be performed, minimum qualifications, the method of applying and the closing date for the application.

B. Applications

Job applications must be made on an official City application form. All applications must be completed in full and signed by the person applying. The Personnel Officer or designee will not process any application which is not fully completed and signed. The City will not accept faxed or emailed applications.

The City Manager or designee may reject an application, if the applicant:

1. Has made false statements of any material fact, or practiced any deception or fraud on the application or declarations;
2. Is found to lack any of the requirements, certifications, or qualifications for the position involved;
3. Is physically or mentally unable to perform the essential functions of the job, with or without reasonable accommodation, if disabled;
4. Is a current user of illegal drugs;
5. Is a relative of an employee, and is subject to the Employment of Relatives Policy in Section 1-G;
6. Has been convicted of a crime, either a misdemeanor or felony, that relates to the position duties that the applicant would perform;
7. Used or attempted to use political pressure or bribery to secure an advantage in the process;
8. Directly or indirectly obtained information regarding examinations;
9. Failed to submit the employment application correctly or within the prescribed time limits;
10. Has had his or her privilege to operate a motor vehicle in the State of California suspended or revoked, if driving is job related;
11. For any material cause which in the judgment of the City Manager or designee would render the applicant unsuitable for the position, including a prior resignation from the City, termination from the City, or a significant disciplinary action.

C. **Selection Process**

The method used to select employees shall be impartial and shall relate to those subjects which fairly measure the abilities to execute the duties and responsibilities of the classification in which the vacancy exists. Selection procedures consist of one or more of the methods listed below.

1. Application

Information the applicant supplies on the City's application, and any attachments thereto will be reviewed under the supervision of the City Manager or designee and the applicable department supervisor. The same criteria and point system is utilized for all applicants for the same position. The City Manager or designee will determine the total number of applicants who meet the minimum qualifications for the position. The chosen applicants will then be given further examination.

2. Examinations

The selection techniques used in the examination process will be impartial, practical, and related to those subjects that fairly measure the relative capabilities of the applicant examined to execute the duties and responsibilities of the class to which they seek to be appointed. Examinations may consist of, but are not limited to, such techniques as written tests, personal interviews, skills and performance tests, review of performance evaluations, evaluation of daily work performance, evaluation of work samples. Failure in one part of the examination, or the failure to meet established standards described in the job announcement, may be grounds for declaring such applicant as failing in the entire examination or as disqualified for subsequent parts of the examination.

3. Interview

The City Manager may assemble and appoint interview boards. These boards may be comprised of private citizens, experts in the field, members of another agency, City officers and City employees. Interviewers mark on forms provided the degree to which, in their judgment, each candidate possesses the desired qualifications. The interviewer's remarks will be translated into a numerical score. Scoring sheet and interviewer's remarks are confidential.

4. Retention of Applications

Applications will be retained for one year and will be considered if the position applied for becomes available.

5. Removal of Application

Applications may be removed by the City Manager or designee for any of the following reasons:

- a) appointment to the position for which the application was originally established;
- b) request by the applicant for removal;
- c) failure to continue to meet any of the minimum standards established for the position;
or
- d) failure to contact the City Manager or designee within five (5) working days from the date of notice of an interview or offer of appointment.

D. Appointment Process

All appointments to position vacancies will be made in accordance with these rules and regulations. The power to appoint and dismiss City employees are vested in the City Manager.

1. Vacancy

The vacancy will be filled by appointment of an eligible candidate from an appropriate selection process except as provided in 2 below.

2. Emergency

In an emergency which threatens life, property, or the operation of necessary municipal services, the City Manager may employ an individual without an appropriate selection process for not more than thirty (30) calendar days.

E. **Conditional Offer of Employment**

An offer of employment is contingent upon the results of the following:

1. **Reference Checks**

Prior to conducting reference inquiries a prospective employee will be required to sign a release allowing the City to acquire information about the applicant from former employers.

2. **Fitness for Duty Examination/Drug Screen**

Applicants who have been offered a position with the City are required to participate in a fitness for duty examination and drug screen. Each job classification has specific physical standards that are reasonably related to job requirements. The City is notified only that the prospective employee is medically qualified, conditionally qualified or disqualified; no other medical information will be released.

3. **Fingerprints and Criminal Background Check**

All persons employed by the City will be fingerprinted and law enforcement records checked for past criminal activities. Information thus obtained will be confidential. Employment of, and continuation of service of employees with a criminal conviction must have the approval of the City Manager. Convictions (including pleas of guilty and nolo-contendere) may disqualify an applicant from employment with the City. In determining whether an individual with a conviction is disqualified, the City Manager will consider the following factors:

- a) the employment classification to which the person is applying, including its sensitivity,
- b) nature and seriousness of the conduct
- c) the length of time since the conduct,
- d) the age of the individual at the time of conduct,
- e) circumstances surrounding the conduct,
- f) contributing social or environmental conditions, and
- g) the presence or absence of rehabilitation or efforts at rehabilitation.

4. **Eligibility to Work**

Federal law requires the City to verify that all new employees are citizens or otherwise legally eligible to work in the United States of America. New employees will need to provide documents verifying eligibility to work. Please call the Finance Department for a full list of acceptable documents.

5. **Pay**

A new appointee shall receive the minimum salary for the class to which the position is allocated, except that in hiring exceptionally qualified personnel, the City Manager may approve appointments at a salary above the minimum for the class.

6. **Orientation**

Each new employee shall be scheduled for an orientation session with the City Manager or designee(s). This orientation session shall be conducted so that the new employee can receive an introduction to the City, its history, its operations, its personnel policies, and a review of

employee benefits. During this period, employees are also asked to complete new-hire paper work.

F. **Probation Period**

The purpose of probation is to permit the employer to observe the employee on the job and to evaluate performance. Probation is a part of the promotional, training, testing and selection process. The probation period begins on the date of appointment. It is the responsibility of the supervisor to communicate with the employee in regards to his/her progress.

1. Duration of Period

The probationary period is not less than twelve (12) months. Employees who receive promotional appointments must serve another probationary period of at least twelve (12) months. The probationary period is automatically extended by the length of any authorized leave(s) of absence of one work week or more.

2. Separation Without Cause

At any time during the probationary period, the employment relationship may be terminated without cause and without right of appeal, grievance or hearing. The probationary employee will be notified prior to the expiration of the probationary period that he or she has been rejected from regular appointment.

3. Regular Appointment Requires Recommendation

No probationary employee will receive a regular appointment without a written recommendation from the department director. If the recommendation is not filed, the probationary employee will be notified prior to the expiration of the probationary period that he or she has been rejected for regular appointment.

4. Promoted Employees

A promoted employee who does not successfully complete the probationary period will be reinstated to his or her former position or to a comparable position if one is available. If, however, the employee is discharged for cause, the employee has no right to reinstatement.

G. **Regular Employment**

1. Regular Full-Time (non-exempt)

An employee who successfully completes the probationary period and who regularly works forty (40) hours per week, or the maximum number of hours scheduled by a department or division.

2. Regular Part-Time (non-exempt)

An employee who successfully completes the probationary period and who works less than 1,000 hours per fiscal year. Regular Part-Time employees do not earn, accrue or participate in any City employee benefit plans, or paid or unpaid leave, except as required by law.

3. Temporary, Provisional or Seasonal (non-exempt)

An employee who is assigned to work on a particular project or on a job of limited or definite duration is a temporary, provisional or seasonal employee. A temporary, provisional or seasonal employee:

- does not hold regular status
- does not serve a probationary period
- can be dismissed from City employment at any time without cause, right of appeal, grievance or hearing, and
- is not entitled to earn, accrue or participate in any City employee benefit plans, or paid or unpaid leaves, except as required by law.

4. FLSA-Exempt - "At Will"

An employee who meets one or more of the duties test exemptions from overtime under FLSA (e.g. executive, administrative, professional, computer employee) and who is paid on a salary basis, meaning that he or she is compensated in a predetermined amount that is not reduced, regardless of the quality of work actually performed, except as required by the City's principles of public accountability for partial-day absences, is FLSA exempt. An FLSA-exempt employee is not entitled to overtime compensation. Employees in this category are expected to maintain similar hours of work as their City office maintains. Exempt employees are considered "at will". "At will" refers to any City employee who: (1) does not hold regular status, (2) serves at the pleasure of the Council, City Manager or appointing authority, and (3) can be terminated at any time without cause and without the opportunity to appeal.

Section 3 – Classification & Compensation Plans

A. Classification Plan

1. Creation of Classifications

The City Council, upon recommendation by the City Manager, shall create a classification plan for City employees. Each position shall be allocated to a class I identified by class title. Positions shall have the same class title when they conform to the same specification or when the positions' descriptions are sufficiently similar as to qualifications, educational requirements, responsibilities, level of supervision, and other characteristics.

2. Specification of Classes

A class may include more than one position. Each class will have a specification, which includes: a concise, descriptive title, a brief definition, a description of the essential job duties and responsibilities, a statement of special requirements, and a statement of desirable qualifications.

3. Reclassification

The City Manager is responsible for reviewing the duties and responsibilities of positions and recommending to the City Council the creation of new classes and the abolition of existing classes. The City Manager shall review classifications and make determinations in the following situations:

- a) Upon the recommendation of the Supervisor or upon the request of an employee, the City Manager has the right to reallocate a position to a different class whenever its duties change materially, provided the reclassification can be accomplished within

budget limitations. The City Manager has the discretion to determine when the duties have materially changed which warrant a reclassification. To process reclassifications in a timely manner, the following process will be followed:

- i. Supervisor or employee submits a request of reclassification to the Finance Department.
 - ii. Within fifteen (15) working days, the Finance Department makes an initial determination whether the employee's ongoing job duties and responsibilities warrant a position reclassification. Once completed, the Finance Department forwards its recommendations to the City Manager.
 - iii. Within fifteen (15) working days the City Manager affirms or modifies the Finance Department's recommendations. As a general guideline, the City Manager will provide the following conclusions to the employee and his or her supervisor: re-assign work duties so the employee is no longer working outside of classification, appoint employee to existing classification with greater responsibility, or create a new classification that more accurately reflects the employee's ongoing job duties and responsibilities.
- b) When the duties of a position so change that no appropriate class for it exists, the City Manager must prepare an appropriate class specification for it and submit it to the City Council for approval.
- c) Reclassification of a position may not be used to circumvent the rules and regulations concerning demotion, promotion or compensation.

B. Salary Ranges, Plans and Compensation

1. Meet and Confer

The City will meet and confer regarding changes to salary rates or salary ranges affecting existing employees represented by a recognized employee organization. After meeting and conferring, the City Manager will prepare the pay plan, which establishes a flat rate or salary range for each class.

2. Changes to Salary Ranges

When the City Council changes a salary range for a class, all employees' salaries in the class will be adjusted to the corresponding step in the new range.

3. Transfer/Promotion to another Class

An employee whose position is moved from one class to another class that has the same salary range does not receive a change in salary. When an employee is moved from one class to a class with a higher maximum salary, the employee's salary in the higher class will be the minimum for that class, unless that minimum is lower than, or the same as, the employee's salary at the time of the move. In that event, the employee will receive the next step within the pay range of the higher class. In this event the employee's anniversary date will be the same as the effective date of transfer/promotion for purposes of conducting performance reviews and making corresponding salary adjustments.

4. Demotions

When an employee is demoted (moved from one class to a class with a lower maximum salary), the City Manager will set the employee's salary within the range of the class to which the employee has been demoted. In this event, the employee's anniversary date will be the same as the effective date of demotion for purposes of conducting performance reviews and making corresponding salary adjustments. The employee's original hire date will continue to determine his or her eligibility for other types of benefits and leave accruals.

5. Reclassification

An employee whose position is reclassified from one class to a class with a lower maximum salary retains his/her original anniversary date. A reclassified employee retains the salary of the higher class if the employee's salary at the time of reclassification does not exceed the maximum salary for positions of the lower class. If the salary does exceed that maximum, the employee will continue to receive his/her present salary until such time as the maximum salary for the class exceeds his/her rate of pay. COLA increases are made to the position not the individual; therefore, if the COLA does not increase the maximum salary in his/her current class above his/her present salary the employee will continue to receive his/her present salary.

6. Special Compensation

a) Special Assignment Pay

The Chief of Police shall have full authority and discretion to assign members to the below listed assignments. The City agrees to pay an additional (5%) above base pay to non-probationary Police Officers and Senior Officers working in the following capacities:

- School Resource Officer
- Kern Narcotics Task Force
- Field Training Officer when a trainee is assigned
- Detective

b) Peace Officer Standard Training (POST) Certificate Pay

Upon verification of having earned the following POST Certificates, an employee shall be paid as follows:

- 5% of base pay for a POST Intermediate Certificate
- 5% of base pay for a POST Advanced Certificate, in addition to Intermediate pay
- 5% of base pay for a POST Supervisory Certificate, in addition to Intermediate and Advanced pay (only available to Sergeants and above)

c) Canine Premium Pay

Employees that are regularly assigned responsibility for canine handling and care shall receive four (4) hours per pay period paid at the premium rate equal to time and one half (1½) of the employee's rate.

d) Uniform Allowance

The City shall pay a total sum of one thousand dollars (\$1,000.00) per year uniform allowance in two (2) equal payments. 50% of the total sum (\$500.00) shall be paid on the first full pay period following July 1 and the remaining 50% (\$500.00) of the sum shall be paid on the first full pay period following January 1.

Police Department personnel that will receive the annual uniform allowance include:

- Police Chief
- Police Lieutenant
- Police Sergeant
- Code Enforcement Officer
- Lead Dispatcher
- Police Technician
- Records Clerk

The annual uniform allowance for Senior Police Officer and Police Officer is established through the Memorandum of Understanding (MOU) between the City of Tehachapi and the Tehachapi Police Officers Association.

New uniformed personnel hired by the Department will receive three (3) complete uniforms as required by the agency.

e) Bilingual Pay

A bilingual pay premium is available to employees who are routinely and consistently assigned to positions requiring communication skills in Spanish with the following conditions:

- i. Employee must be certified as bilingual in Spanish;
- ii. Employee must be City Hall or Police Department staff with receptionist duties or 911 dispatchers; and
- iii. Employee must receive the approval of the Department Head and City Manager.

The bilingual pay premium is \$100 per month for full-time employees and \$50 per month for part-time employees, payable in two equal payments during the month.

C. Employee Performance Review and/or Evaluation

The performance evaluation process is intended to improve productivity and foster communication between supervisors and employees. Evaluations should be conducted annually and should be based upon position-specific performance elements and work standards. The evaluation must indicate clearly whether overall performance is superior, satisfactory or substandard. The review process must provide for employee feedback and face-to-face communication. Results of the performance review will be utilized to determine employee's training and development needs.

1. Salary Adjustments

Results of the employee's current performance review will be used to determine salary adjustments. Employees whose work performance is satisfactory will be eligible, but not guaranteed, for advancement to the next higher step (not to exceed the maximum) of the salary range. Employees who receive a less than satisfactory rating will not be eligible for salary advancement.

2. Employee Review and Response

Employee will be provided with a copy of his/her performance at the evaluation interview. Employees have the right to respond in writing to the evaluation report should they so desire. Said responses to the review should be submitted not later than thirty (30) days after the evaluation interview. Contents of an employee's performance evaluation are not subject to the grievance procedure.

3. Copies in Personnel File

The employee's complete, original, and signed performance evaluation – including any written comments provided by the employee – is filed in the employee's official personnel file kept in the Finance Department.

D. Pay Period

The pay period for all employees is semi-monthly on the 15th and the last day of the month. When the 15th or the last day of the month falls on a weekend or holiday, paychecks will be available the prior workday. All paychecks are to be distributed to the departments and delivered to the employee by noon the 15th or the last day of the month. The time period to be reported for the semi-monthly paycheck paid on the 15th shall be for time worked from the 26th of the month through the 10th of the month and the time period to be reported for the semi-monthly paycheck paid on the last day of the month shall be for time worked from 11th of the month through the 25th of the month.

1. Workweek

The workweek begins at 12:01 a.m. on Sunday and ends at 12:00 p.m. on Saturday, and is forty (40) hours.

2. Hours of Work

Many City offices are closed every Friday. Employees in these offices are on a 4/10 schedule. Under this schedule an employee works Monday through Thursday 7:00 a.m. to 5:30 p.m.

Some City services are provided 24 hours a day, seven days a week, or on other non-standard schedules, so there is considerable variation in working days and hours depending on individual assignments and public service needs. Employees in some operations work weekends and may be assigned to different shifts. These hours of work are defined in Department Policies.

3. Time Sheets

All employees are required to keep a time sheet and accurately record hours worked and report any sick, vacation or special time taken off during each pay period. Time worked should be

recorded down to one quarter of an hour increments. If an employee works more than half of one quarter of an hour it is rounded up as one quarter of an hour and if less than half it is rounded down. Time sheets must be signed by the employee and their supervisor.

4. Mandatory and Voluntary Deductions

Certain deductions will be taken from paychecks. Mandatory deductions include things like taxes (based on the last W-4 form submitted), Social Security and Medicare contributions, State Disability Insurance, court-ordered wage garnishments, and r required PERS retirement contributions. Voluntary deductions may be taken for insurance benefits, deferred compensation contributions, and medical/dependent care reimbursement accounts.

5. Direct deposit

All paychecks are directly deposited to the employee's bank account on file.

6. Discrepancy

Every effort is made to ensure that paychecks are accurate, but discrepancies may occur. It is the employee's responsibility to review pay stubs each payday to make sure they are correct. If it is not, please inform the payroll office so that it can be reviewed and if necessary corrected.

E. Overtime

Overtime hours must be approved in advance by the employee's direct supervisor or Department Head. The supervisor will authorize such overtime work and will notify the City Manager upon such authorization. Overtime is to be kept to a minimum, consistent with maintenance of essential City services. All non-exempt employees will be paid overtime as required by applicable law and in accordance with any provisions in applicable memoranda of agreement. Working overtime without advance approval is grounds for discipline. Overtime is to begin when an eligible employee has actual hours worked that exceed his/her workweek as defined in Section 3, D-1. Holidays observed by closing City offices shall be credited as actual hours worked. Sick, vacation, compensatory and banked holiday hours taken off during the workweek will not be credited as actual hours worked.

F. Compensatory Time Off

Subject to applicable memorandum(s) of agreement or the outline of certain employment conditions for non-exempt employees, compensatory time off (CTO) may be granted in lieu of overtime pay for overtime work performed by eligible employees at the rate of 1.5 hours for each hour of overtime as defined in Section 3, E. Compensatory time off is subject to an accrual cap of eighty (80) hours.

1. Approval of Overtime

Employees must obtain pre-approval before working any overtime. The Supervisor will authorize such overtime work and will notify the City Manager upon such authorization. The Supervisor is responsible for arranging his/her department so that compensatory time off can be taken.

2. City reserves the right to pay overtime in lieu of accruing CTO

At the discretion of the City, certain personnel may be paid for all or a portion of overtime worked in lieu of accruing CTO. The City can elect to pay employees for overtime worked if it is determined that an employee cannot reasonably take the CTO without hindering the performance of essential City functions.

3. Pay-out of Accrued CTO

The City retains the right to pay out unused CTO at all times selected by the City. The employee may request payout of accrued CTO with approval of his/her Department Head. Employees separating from City service shall be compensated for all accrued, unused compensatory hours at the employee's current rate of pay.

4. Use of CTO

Employees who wish to use CTO must obtain prior authorization of their Supervisor or Department Head. The City's policy is to permit the use of CTO within a reasonable period after the request for use is made. Use of CTO on the specific dates requested by an employee will be permitted as much as reasonably practicable taking into account the operational needs of the department. To facilitate scheduling, employees are encouraged to provide as much advance notice as possible of the dates they desire to use CTO.

G. Compensation for Call Back, Court Stand-by, Court Appearance, DMV Hearings or Firearms Qualification Time

1. Call Back Pay

Call Back pay is paid for an employee who is called in for unscheduled or emergency work after the employee has returned home or on an employee's day off. Call back is not paid when the work is scheduled at least 24 hours in advance, or when the work is contiguous with regularly scheduled hours. Travel time to and from the work location will not be compensable.

When an employee is called back to work, he/she shall be paid a minimum one-half of an hour (.5) at one and one-half (1.5) times the employee's hourly rate of pay upon arriving at the work location. Any time worked in excess of one-half an hour shall be paid at one and one-half (1.5) times the employee's hourly rate of pay in fifteen (15) minute increments.

Employees called back on a City holiday shall be paid a minimum of two (2) hours at one and one-half (1.5) times the employee's hourly rate of pay.

2. Court Stand-by

Any Police Officer, Senior Officer, Sergeant, Police Technician or Lead Dispatcher required to remain at his/her residence and/or promptly available by phone while in an off-duty status because he/she is put "on-call" for court appearance, shall be paid for two (2) hours at the employee's regular rate of pay. In the event that a morning on-call status continues beyond the court's noon recess, the employee shall be paid an additional two (2) hours at the employee's regular rate of pay. If the employee is not placed off-call forty-eight (48) hours prior to 0900 the morning of the subpoena appearance date, the employee shall be paid for two (2) hours at the employee's regular rate of pay.

3. Court Appearance

Any Police Officer, Senior Officer, Sergeant, Police Technician or Lead Dispatcher who is off-duty and is required to appear in court after he/she is placed "on-call", shall be paid for actual hours required for court appearance at one and one-half (1.5) times the employee's hourly rate of pay, or for two (2) hours if the actual hours required are two (2) hours or less at one and one-half (1.5) times the employee's hourly rate of pay. When such court appearance requires the employee to be in attendance before and after the court lunch recess, such lunchtime will be included in determining the employee's court appearance time. Any Police Officer, Senior Officer, Sergeant, Police Technician or Lead Dispatcher required to respond to court while in an off-duty status and not previously having been placed "on-call" will be paid a minimum of two (2) hours at one and one-half (1.5) times the employee's hourly rate of pay.

4. DMV Hearings

Any Police Officer, Senior Officer or Sergeant who participate in a DMV hearing while off-duty shall be paid for actual hours required for DMV hearing attendance at one and one-half (1.5) times the employee's hourly rate of pay, or for two (2) hours if the actual hours required are two (2) hours or less at one and one-half (1.5) times the employee's hourly rate of pay. If the hearing scheduled during the employee's off-duty time is cancelled and the employee is not notified forty-eight (48) hours prior to the scheduled time, the employee will receive the minimum two (2) hours at one and one-half (1.5) times the employee's hourly rate of pay.

5. Firearms Qualifications

Police Officers, Senior Officers and Sergeants not assigned to shifts that overlap normal shooting range hours shall be paid for actual hours spent qualifying at the range at one and one-half time (1.5) times the employee's hourly rate of pay. It is expressly understood that Police Officers, Senior Officers and Sergeants will be required to qualify at the discretion of the City, but that such requirement will be no less than every other month.

H. Meal Period

A thirty (30) minute non-compensated meal period shall be provided to all regular full-time employees. This meal period should be taken at the approximate mid-point of the shift, unless department rules indicate otherwise. The meal period may not be used to shorten the workday.

I. Rest Period

A fifteen minute compensated rest period will be provided to all employees for each five (5) hour period of service. The rest period shall be taken at a time designated by the employee's supervisor. The rest periods may not be combined nor may they shorten the workday or extend the meal period. If the employee works through their rest period, he/she is not entitled to overtime.

J. City Business Travel

Refer to Travel Policy

K. Travel/Work Hours

Refer to Travel Policy

L. **Training/Work Hours**

An employee is not required to be compensated for attendance at a training program if all of the following four requirements are met:

- attendance is voluntary;
- the training program occurs outside of normal working hours;
- the employee does not perform productive work; and
- the training is not directly related to the employee's current job.

Attendance is considered voluntary only if the employee's working conditions are not adversely affected if he or she does not attend the training. If a supervisor suggests that an employee's future advancement or performance evaluation will be affected if the employee does not attend the training, attendance would not be voluntary. See Exhibit "B" regarding compensability of training time.

1. **Classes Offered at a School or College**

If an employee voluntarily enrolls in a class outside of work hours that is offered at a school, college or vocational institute, the training is not considered hours worked as long as the employee does not perform any productive work. Additionally, if the City offers such a class to its employees outside of the normal work hours, or pays for the employees to attend such a class, it will not be hours worked.

2. **State Mandated Certifications**

If state law requires that an employee obtain a certification for his or her job, and the employee voluntarily attends the necessary training to obtain such certification outside of normal work hours, the time spent at that training is not counted as hours worked.

3. **Coming Back to Work after Training Day**

All employees who attend training are required to return to their regular work location if, at the end of the training day, after traveling back to their regular City work location, there would be at least one half hour left in their work day.

Section 4 – Attendance and Leaves

A. **Absence Control**

Arriving late to work or leaving early in connection with scheduled work times, breaks, or meal periods is prohibited. An employee is required to seek advance permission from his/her supervisor for any foreseeable absence or deviation from regular working hours.

1. Employee's Duty to Notify of Late Arrival or Absence

An employee who is unexpectedly unable to report for work as scheduled must notify his/her immediate supervisor no later than the scheduled work time and report the expected time of arrival or absence. If the employee's immediate supervisor is not available, the employee must notify the department head. An employee who fails to timely notify the supervisor of absences, or who is not present and ready to work during all scheduled work times will be deemed to have an unauthorized tardy or absence and will not receive compensation for the period of absence.

2. Excessive Tardiness/Absenteeism

Excessive tardiness occurs when an employee is late to work or returning from breaks more than three (3) times during any 30-day period. Excessive absenteeism occurs when the number of absences exceeds three (3) days in any three-month period. Excessive tardiness or absenteeism may be grounds for discipline, up to and including termination. Abuse of, or misrepresentation of any form of accrued or unpaid leave time will be grounds for discipline, up to and including termination.

B. Holidays

The City recognizes certain days each year as City Holidays. The purpose of this policy is to designate the holidays and define the guidelines for employees regarding these holidays.

1. Designated Holidays

The City will allow ten (10) hours of time off, with pay for each of the following designated holiday to regular full-time and FLSA Exempt employees:

- New Year's Day – January 1
- Martin Luther King Day – 3rd Monday in January
- President's Birthday – 3rd Monday in February
- Memorial Day – Last Monday in May
- Independence Day – July 4
- Labor Day – 1st Monday in September
- Veterans' Day – November 11
- Thanksgiving Day – Designated Thursday in November
- The Friday after Thanksgiving in November
- Christmas Eve Day – December 24
- Christmas Day – December 25

The City will allow five (5) hours of time off, with pay for the following designated holiday to regular full-time and FLSA Exempt employees.

- ½ of New Year's Eve Day – December 31

2. Eligibility

Regular full-time and FLSA Exempt employees are eligible for holiday pay immediately upon hire. Holiday pay eligibility shall further depend upon the employee working the workday preceding, and the workday following the holidays.

3. Required Work on Holiday

An employee who works on a holiday shall be paid for actual hours worked at one and one-half time (1.5) and shall be compensated for the holiday hours listed above.

4. Holiday Falls on Scheduled Day Off

Any miscellaneous employee whose regularly scheduled day off falls on a day designated as a holiday above shall bank holiday hours equal to the number of holiday hours normally paid. Safety employees will be paid regular pay as designated above.

5. Banked Holidays

An employee may take his/her banked holidays at any time during the year, subject to the advance approval of the employee's supervisor. Banked holiday hours are not considered actual hours worked for overtime purposes. At no time may an employee have a total banked holiday accrual balance in excess of 120 hours.

6. 24/7 Staffing Banked Holidays

- i. Employees who are normally required to work on an approved holiday because they work in positions that require 24/7 staffing will accrue holiday hours at the rates outlined, on the day of the holiday, regardless of whether they work the holiday or not. These hours will be added to the employee's holiday bank on the first paycheck immediately following the holiday, or the hours can be used during the pay period in which they are accrued, with the prior approval of the Police Chief. An employee may utilize banked holiday time at any subsequent time during the year, contingent upon the approval of the Police Chief so that such absence will not materially affect the operation of the Department.
- ii. Holidays hours not taken by December 31 in the calendar year shall be paid to an employee at the employee's hourly pay as of the second pay period of January. Unused holiday time shall not be carried forward from one calendar year to the next calendar year.
- iii. Employees who work on a holiday, shall be entitled to overtime compensation at the premium rate of one and one-half (1.5) times the employee's regular hourly rate.

C. Vacation

Vacation time is a benefit for regular full-time and FLSA Exempt employees. Vacations are granted to employees as a way of recognizing their work throughout the year. Vacations are meant to give the employee an opportunity to relax with family and friends and to return to the job refreshed and ready to take on new challenges. The purpose of this policy is to define actual rates and procedures relating to vacation (annual leave).

1. Vacation Accrual

Regular full-time and FLSA Exempt employees accrue vacation based on their years of continuous service with the City at the following rates:

Years of Continuous Service	Hours Accrued Per Pay Period
0-5	3.34
5-10	5.00
10+	5.34
11+	5.67
12+	6.00
13+	6.34
14+	6.67

2. Accrual of Vacation for Reinstated Employees

Former City of Tehachapi employees who are reinstated within six (6) months shall receive years-of-service credit for their prior years with the City.

3. Scheduling

The times during the calendar year at which an employee shall take his vacation shall be determined by each department head respectively with due regard for the wishes of the employee and particular regard for the needs of his/her department.

4. Illness While on Vacation

If an employee is sick while on vacation, he/she may use sick leave time instead of vacation time if he/she furnishes his/her supervisor with a health care provider’s statement.

5. Holiday While on Vacation

If a paid City holiday (as defined in this section) occurs during an employee’s vacation, it shall not be charged against the employee’s vacation hours.

6. Pay in Lieu of Vacation Time

An employee may request to be paid for his/her vacation hours in lieu of accruing the time during his/her employment with the City. The employee’s request for compensation in lieu of vacation will be granted in the case of hardship as determined by the City Manager. For the purpose of this provision, “hardship” shall include, without limitation, family illness or death, acute financial hardship, or payment of necessary medical expenses.

7. Payment at Termination

Upon termination of employment, an employee who has successfully completed his/her probationary period will be paid for all accrued but unused vacation at the employee’s rate of pay at termination.

8. Maximum Accrual

At no time may an employee have a total vacation accrual balance in excess of 1.5 times his/her current annual accrual rate. When the employee reaches the maximum accrual he/she shall cease earning vacation leave until the balance falls below the maximum accrual.

Years of Continuous Service	Maximum Accrual
0-5	120 hours
5-10	180 hours
10+	192 hours
11+	204 hours
12+	216 hours
13+	228 hours
14+	240 hours

D. **Sick Leave**

Sick leave is defined as absence because of illness, injury, care of a sick member of the employee's immediate family, or doctor and dental appointments when it is not feasible to schedule them on the employee's own time. An employee's immediate family member for the purpose of sick leave includes the following:

- current spouse
- registered domestic partner
- children, including child under guardianship, adopted and stepchildren
- parents and step parents
- parents and step parents of his/her current spouse
- grandparents
- grandchildren
- siblings

Sick leave can also be used to obtain any relief or services to being a victim of domestic violence, sexual assault or stalking with appropriate certification of the need for such services.

The City Manager has discretionary authority to extend sick leave coverage because of the illness, injury or care of a person other than the immediate family members of the employee listed above, when he/she determines the relationship of such person to the employee warrants use of sick leave.

1. Regular Full-time and FLSA Exempt Employees

a) Accrual

Regular full-time and FLSA Exempt employees receive up to 96 hours of sick leave annually at the rate of four (4) hours per pay period. Employees may take up to half of their annual accrual (48 hours) of sick leave in any year for the care of a sick family member. (California Kin Care law)

b) No Future Draws

An employee may not draw on future unearned sick leave benefits.

c) Reinstated Employees

Former City of Tehachapi employees who are reinstated to full-time employment within six (6) months of separation will have their unused sick leave balance restored. Employees who are reinstated to full-time employment between six (6) months and twelve (12) months of separation will have up to 6 days or 48 hours of their unused sick leave balance reinstated.

d) Notification

An employee who is ill or injured and unable to report to work must notify his/her supervisor prior to the beginning of his/her work shift. If this is not possible, the employee must contact the supervisor at the beginning of the work shift. If conditions make it impossible for the employee to call the supervisor personally, the employee must make arrangements for someone to call for him/her. Employees using any sick leave beyond the first 3 days or 24 hours in a 12-month period may be asked to furnish a doctor's statement to their supervisor. Employees' using more than forty (40) hours consecutive sick leave must furnish a statement from their doctor.

e) Recording Sick Time

Employees will not be permitted to use vacation, floating holiday or comp time in lieu of sick leave unless approved by their Department Head.

f) Illness while on Vacation

Employees who become sick while on vacation may use sick leave time instead of vacation time if he/she furnishes his/her supervisor with a doctor's statement.

g) Forfeiture of Unused Sick Leave at Termination

Except as otherwise provided herein, employees leaving the City's employ shall forfeit all unused sick leave benefits as of the termination date.

h) Compensation at Retirement

An employee retiring from the City of Tehachapi, and having been accepted by the Public Employee's Retirement System (PERS) for service or disability retirement benefits, may elect to have all of his/her unused sick leave converted to CalPERS service credit or may elect to be compensated for unused accrued sick leave at 50% of its value on his/her retirement date. If the employee chooses to be compensated at 50% , the remaining 50% will be converted to CalPERS service credit.

2. Part-Time, Temporary, Provisional and Seasonal Employees

a) Accrual

Current Part-Time, Temporary, Provisional or Seasonal employees will be provided upfront thirty (30) hours of paid sick leave on July 1, 2015 and each subsequent 12-month period thereafter. New Part-Time, Temporary, Provisional or Seasonal employees hired after July 1, 2015 will be provided thirty (30) hours of sick leave at the date of hire and each subsequent 12-month period thereafter. Thirty (30) hours shall be the maximum amount of paid sick leave provided per 12-month employment period. No unused sick leave accrual shall be carried over to the following fiscal year.

b) Eligibility to Use Sick Leave

Part-Time, Temporary, Provisional or Seasonal Employees will not be allowed to use any paid sick leave until the 90th day of employment with the City.

c) Minimum Increment

A Part-Time, Temporary, Provisional or Seasonal employee who uses paid sick leave must do so with a minimum increment of two hours of sick leave.

d) No Future Draws

A Part-Time, Temporary, Provisional or Seasonal employees may not draw on future unearned sick leave benefits.

e) Reinstated Employees

A Part-Time, Temporary, Provisional or Seasonal employee who separates from City employment and is re-hired by the City within twelve (12) months of the date of separation will have previously accrued and unused paid sick leave hours reinstated to the extent required by law. However, if a re-hired employee had not yet worked the requisite 90 days of employment to use paid sick leave at the time of separation, the employee must still satisfy the 90 days of employment requirement collectively over the periods of employment with the City before any sick leave can be used.

f) Notification

Part-Time, Temporary, Provisional or Seasonal employee shall provide reasonable advance notification of their need to use accrued paid sick leave to their supervisor if the need for paid sick leave use is foreseeable (e.g., doctor's appointment scheduled in advance). An employee who is ill or injured and unable to report to work must notify his/her supervisor prior to the beginning of his/her work shift. If this is not possible, the employee must contact the supervisor at the beginning of the work shift. If conditions make it impossible for the employee to call the supervisor personal, the employee must make arrangements for someone to call for him/her.

g) Forfeiture of Unused Sick Leave at Termination

Part-Time, Temporary, Provisional or Seasonal employee leaving the City's employ shall forfeit all unused sick leave benefits as of the termination date.

E. Family Medical Leave Act and California Family Rights Act

1. Employee Eligibility

State and Federal family and medical leave laws (CFRA/FMLA respectively) provide up to twelve (12) workweeks (twenty-six (26) workweeks to care for an injured service member) of unpaid family/medical leave within a 12-month period, under the following conditions:

- a) The employee has more than 12 months of service with the City that need not be consecutive. If the leave only qualifies under FMLA, the 12 months of nonconsecutive service must have accumulated within the previous seven years. There is no such time limitation under CFRA.
- b) The employee has worked at least 1,250 hours during the previous 12-month period before the need for leave; and

- c) The employee is employed at a work site where there are 50 or more employees within a 75-mile radius.

2. Reasons for FMLA/CFRA Leave

FMLA/CFRA leave may be taken for one or more of the following reasons:

- a) The birth of the employee's child, or placement of a child with the employee for adoption or foster care (FMLA/CFRA);
- b) To care for the employee's spouse, child, or parent who has a serious health condition (FMLA/CFRA);
- c) To care for the employee's registered domestic partner with a serious health condition (CFRA only);
- d) For a serious health condition that makes the employee unable to perform his/her job (FMLA/CFRA);
- e) Any period of incapacity or treatment due to pregnancy or prenatal care (FMLA only);
- f) For any "qualifying exigency" (as defined by FMLA regulation) because an employee's spouse, son, daughter, or parent is on active military duty or has
- g) been notified of an impending call or order to active duty in a foreign country or in support of a contingency operation involving the United States Armed Forces (FMLA only); or
- h) To care for a spouse, son, daughter, parent, or "next of kin" service member or veteran in the preceding five years of the United States Armed Forces
- i) who has a serious injury or illness incurred in the line of duty while on active military duty (this leave can run up to 26 weeks of unpaid leave during a 12-month period that begins on the first date of such leave) (FMLA only).

3. Duration of FMLA/CFRA Leave

a) General

Eligible employees may receive up to a total of twelve (12) workweeks [twenty-six (26) workweeks] to care for an injured service member) of unpaid leave during a 12-month period.

b) Calculation of Leave Period

For the purposes of calculating the 12-month period during which twelve (12) weeks of leave may be taken, the City uses a "rolling" 12-month period measured backward from the date an employee uses any FMLA and /or CFRA leave. Under the "rolling" 12-month period, each time an employee takes FMLA and/or CFRA leave the remaining leave entitlement would be any balance of the twelve (12) weeks which has not been used during the immediately preceding 12 months.

For example, if an employee has taken eight (8) weeks of leave during the past 12 months, an additional four (4) weeks of leave could be taken. If an employee used four (4) weeks beginning February 1, 2013, four (4) weeks beginning June 1, 2013, and four (4) weeks beginning December 1, 2013, the employee would not be entitled to any additional leave until February 1, 2014. However, beginning on February 1, 2014, the employee would be entitled to four (4) weeks of leave, on June 1, 2014 the employee would be entitled to an additional four (4) weeks, etc.

c) When Leave Runs Concurrently

Under most circumstances, leave under FMLA and CFRA will run at the same time and the eligible employee will be entitled to a total of twelve (12) weeks of family and medical leave in the designated 12-month period. Some exceptions to this general rule are identified below:

i. Leave to Care for a Covered Service Member – FMLA Only

When leave taken to care for a covered service member, the single 12-month period begins on the first day of the leave, regardless of how the 12-month period is calculated for other leaves. Leave to care for a covered service member is for a maximum of twenty-six (26) workweeks of FMLA/CFRA leave for any qualifying reason once the single 12-month period begins following the first day of covered service member leave.

ii. Leave for Pregnancy/Childbirth/Medical Related Condition – FMLA Only

Leave taken because of the employee's disability for pregnancy, childbirth or related medical condition is not counted as time used under the CFRA but does count under the FMLA. Employees who take Pregnancy Disability Leave (PDL) off for pregnancy/childbirth related conditions and are also eligible for FMLA leave shall be placed on FMLA leave which will run concurrently with PDL. Once the pregnant employee is no longer disabled, however, she may apply for CFRA leave for purposes of baby bonding.

iii. Leave for Birth/Adoption/Foster Care Placement – CFRA/FMLA

Any leave taken for the birth, adoption, or foster care placement of a child does not have to be taken in one continuous period of time. CFRA leave taken for the birth or placement of a child will be granted in minimum amounts of two weeks. However, the City will grant a request for a CFRA leave for the birth/placement of a child of less than two weeks' duration on any two occasions requested by an employee. Any leave taken must be concluded within one (1) year of the birth or placement of the child with the employee.

4. Required Procedures for Requesting FMLA/CFRA Leave

The following procedures shall apply when an employee requests family leave:

- a) The employee contacts the Personnel Officer or his/her designee as soon as the need for family/medical leave is realized.
- b) If the leave is based on the expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or a family member, the employee must notify the City at least 30 days before leave is to begin. The employee must consult with his/her supervisor regarding scheduling of any planned medical treatment or supervision in order to minimize disruption to City operations. Any such scheduling is subject to the approval of the health care provider of the employee or the health care provider of the employee's child, parent or spouse.
- c) If the employee cannot provide 30 days' notice, the City must be informed as soon as is practical
- d) If the FMLA/CFRA request is made because of the employee's own serious health condition, the City may require, at its expense, a second opinion from a health care provider that the City chooses. The health care provider designated to give a second opinion will not be one who is employed on a regular basis by the City.

- e) If the second opinion differs from the first opinion, the City may require, at its expense, the employee to obtain the opinion of a third health care provider designated or approved jointly by the employer and the employee. The opinion of the third health care provider shall be considered final and binding on City and the employee.
- f) The City requires the employee to provide certification within fifteen (15) days of any request for family and medical leave under state and federal law, unless it is not practicable to do so. The City may require recertification from the health care provider if additional leave is required.

i. Additional requirements when an employee requests family/medical leave to care for a sick child, spouse or parent

If the leave is needed to care for a sick child, spouse, or parent, the employee must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition;
- Estimated amount of time for care by the health care provider; and
- Confirmation that the serious health condition warrants the participation of the employee.

ii. Additional requirements when an employee requests family/medical leave to care for an injured service member who is a child, spouse, parent, or “next of kin”

Employees who request a leave to care for an injured service member who is a child, spouse, parent, or “next of kin” of the employee must provide written certification from a health care provider regarding the injured service member’s serious injury or illness.

iii. Additional requirements when an employee requests family/medical leave for a “qualifying exigency” related to military

Employees who request leave due to a “qualifying exigency” related to military service must be supported by a certification of its necessity.

iv. Family/medical leave is limited when both parents are employed by the City

When both parents are employed by the City, and request simultaneous leave for the birth or placement for adoption or foster care of a child or to care for a child who is an injured service member, the City will not grant more than a total of twelve (12) workweeks (twenty-six (26) workweeks to care for an injured service member) of family/medical leave for this reason.

v. Additional requirements when an employee requests family/medical leave for his/her own serious health condition

If an employee cites his/her own serious health condition as a reason for leave, the employee must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition; and
- Inability of the employee to work at all or perform any one or more of the essential functions of his/her position because of the serious health condition.

The City will require certification by the employee's health care provider that the employee is fit to return to his/her job. Failure to provide certification by the health care provider of the employee's fitness to return to work will result in denial of reinstatement for the employee until the certificate is obtained.

5. Benefits during FMLA/CFRA Leave

An employee taking FMLA/CFRA leave will be allowed to continue participating in any health and welfare benefit plans in which he/she was enrolled before the first day of the leave for a maximum of 12 workweeks (26 workweeks for injured service member leave) at the level and under the conditions of coverage as if the employee had continued in employment of the duration of such leave. The City will continue to make the same premium contributions as if the employee had continued working. The continued participation in health benefits begins on the date leave first begins under the FMLA (for pregnancy disability leaves) or under the FMLA/CFRA (for all other family care and medical leaves). In some instances, the City may recover from an employee premiums paid to maintain health coverage if the employee fails to return to work following family/medical leave.

Length of service shall continue to accrue for the duration of any leave of absence. While on an extended leave, an employee must have at least one actual hour worked in a pay period to accrue vacation, sick and admin leave (if applicable).

An employee shall not be paid or allowed to bank time for holidays occurring during his/her extended leave of absence.

PERS contributions and service credits will not continue during the period the employee is on unpaid leave. Application can be made to PERS at the time of return for evaluation of service credit based on the reason of the leave of absence. Any unpaid leave over two months in a fiscal year will affect service credit computations.

The City will allow an employee to continue participation in the health insurance program while utilizing earned compensation, sick leave, vacation, or banked holidays at the regular employee/employer contributions. The City will allow an employee to continue participation in the health insurance program when on an unpaid leave of absence at the employee's expense. The employee will need to submit a check for the premium to the Finance Department by the first of each month in order to continue participation in the health insurance program. The health insurance program includes the medical, dental, vision and life insurance coverage normally afforded to employees. This coverage is limited to a maximum of six (6) months total regardless if leave is paid or unpaid, except as otherwise required by law. At this time the employee would be subject to COBRA.

6. Compensation during FMLA/CFRA Leave

Paid leave will be substituted for unpaid leave in the following circumstances;

Accrued sick leave is required to be used during FMLA/CFRA leave for the employee's own serious health condition, or, up to a limit of that which is accrued over six months of the work year, to attend to the illness of a child, parent, or spouse of the employee.

Accrued vacation, compensatory time or banked holidays are required to be used when accrued sick leave is exhausted under the FMLA/CFRA leaves above, and for any other FMLA/CFRA qualifying event, except leave that is also pregnancy disability leave.

7. Job Reinstatement following FMLA/CFRA Leave

a) In General

Under most circumstances, upon return from family/medical leave, an employee will be reinstated to his/her original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if he/she had been continuously employed rather than on leave. For example, if an employee on family/medical leave would have been laid off had he/she not gone on leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement. In addition, an employee's use of family/medical leave will not result in the loss of any employment benefit that the employee earned before using family/medical leave.

b) Key Employees

Reinstatement after family/medical leave may be denied to certain salaried "key" employees under the following conditions:

- i. An employee requesting reinstatement was among the highest-paid 10 percent of salaried employees employed within 75 miles of the work site at which the employee worked at the time of the leave request;
- ii. The refusal to reinstate is necessary because reinstatement would cause substantial and grievous economic injury to the City's operations;
- iii. The employee is notified of the City's intent to refuse reinstatement at the time the City determines the refusal is necessary; and
- iv. If leave has already begun, the City gives the employee a reasonable opportunity to return to work following the notice described previously.

8. Intermittent Leave

Employees may take FMLA/CFRA leave intermittently in blocks of time, or by reducing their normal weekly schedule if the leave is for the serious health condition of the employee's child, parent, spouse, "next of kin" (injured service member leave only), or of the employee, and the reduced leave schedule is medically necessary as determined by the health care provider of the person with the serious health condition.

F. Pregnancy Disability Leave (PDL)

Any employee with appropriate doctor certification may request accommodations, including but not limited to an unpaid leave of absence due to conditions related to pregnancy, childbirth, or

related medical conditions. The City will provide such accommodations unless the requested accommodations would constitute an undue hardship. Possible accommodations that may be considered include without limitation:

Upon the request of an employee and recommendation of the employee's physician, the employee's work assignment may be changed if necessary to protect the health and safety of the employee and her child. Requests for transfers of job duties will be reasonably accommodated if the job and security rights of others are not breached. Temporary transfers due to health considerations will be granted when possible. However, the transferred employee will receive the pay that accompanies the job she is performing, as is the case with any other temporary transfer due to temporary health reasons.

The duration of the pregnancy disability leave will be determined by the advice of the employee's physician, but employees disabled by pregnancy may take up to four (4) months of unpaid leave. Part time employees are entitled to leave on a pro-rata basis. The four (4) months of leave includes any period of time for actual disability caused by the employee's pregnancy, childbirth, or related medical condition. This includes leave for severe morning sickness and for prenatal care.

Leave taken due to conditions related to pregnancy, childbirth or related medical conditions does not need to be taken in one continuous period of time and may be taken intermittently, as needed.

1. Procedures for Requesting PDL Leave

a) Notification

Any female employee planning to take pregnancy disability leave should advise the Personnel Officer or his/her designee as early as possible. The individual should make an appointment with the Personnel Officer or his/her designee to discuss the following conditions:

- i. Employees who need to take pregnancy disability leave must inform the City when a leave is expected to begin and how long it will likely last. If the need for a leave or transfer is foreseeable, employees must provide notification at least 30 days before the pregnancy disability leave or transfer is to begin. Employees must consult with the Personnel Officer or his/her designee regarding the scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of the City. Any such scheduling is subject to the approval of the employee's health care provider;
- ii. If 30 days' advance notice is not possible, notice must be given as soon as practical.

b) Medical Certification

Pregnancy disability leave usually begins when ordered by the employee's physician. The employee must provide the City with a certification from a health care provider. The certification indicating disability should contain:

- i. The date on which the employee became disabled due to pregnancy;
- ii. The probable duration of the period or periods of disability; and
- iii. A statement that, due to the disability, the employee is unable to perform one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy, or to other persons.

2. Compensation during PDL Leave

PDL leave provided by the City is an unpaid leave of absence. A pregnant employee may also be entitled to disability insurance payments through the California Employment Development Department (EDD) depending on its evaluation of her medical condition. Any pregnant employee taking PDL should contact the local EDD office for more information on eligibility for pregnancy disability insurance.

An employee will be required to use accrued sick time during an eligible pregnancy disability leave unless the employee is receiving disability benefits from a third party at the same time (such as EDD, therefore allowing the employee the option of using accrued sick time benefits concurrently. An employee will be allowed to use accrued vacation or personal time (separate from the use of any sick leave) during an eligible pregnancy disability leave.

3. Health Benefits during PDL Leave

If an employee takes pregnancy disability leave the City will maintain group health insurance coverage for up to a maximum of four months if such insurance was provided before the leave was taken on the same terms as if the employee had continued to work. In some instances, the City may recover premiums it paid to maintain health coverage for the employee if she fails to return to work following pregnancy disability leave.

4. Leave Accruals while on PDL

Length of service shall continue to accrue for the duration of any leave of absence. While on an extended leave, an employee must have at least one actual hour worked in a pay period to accrue vacation, sick and admin leave (if applicable).

An employee shall not be paid or allowed to bank time for holidays occurring during his/her extended leave of absence.

PERS contributions and service credits will not continue during the period the employee is on unpaid leave. Application can be made to PERS at the time of return for evaluation of service credit based on the reason of the leave of absence. Any unpaid leave over two months in a fiscal year will affect service credit computations.

5. Job Reinstatement following PDL Leave

Under most circumstances, upon submission of a medical certification that an employee is able to return to work from a pregnancy disability leave, an employee will be reinstated to her same position held at the time the leave began or to an equivalent position, if available. An employee returning from a pregnancy disability leave has no greater right to reinstatement than if the employee had been continuously employed. An employee may only return to work following PDL when her physician provides a release allowing the employee to return to work.

G. Workers' Compensation/Workers' Compensation Leave

The California Workers' Compensation Law requires every employer to provide its employees with Workers' Compensation coverage. This coverage guarantees automatic benefits to employees injured on the job or who incur a job-related illness. Potential benefits include

medical treatment, temporary and permanent disability payments and job displacement benefits. Immediate benefits are in the form of medical care.

The City of Tehachapi is permissively self-insured through participation in the Central San Joaquin Valley Risk Management Authority (CSJVRMA). CSJVRMA contracts with Acclamation Insurance Management Services (AIMS) to administer the Worker's Compensation benefits.

1. Who is Covered

All City employees have protection under the Workers' Compensation Law, including part-time, temporary workers, police VIP's and reserve officers, volunteers and Council members.

2. When it Begins

Workers' Compensation coverage begins the first minute an employee is on the job and continues any time he/she is working. The employee does not have to be employed for a certain length of time, nor does he/she have to earn a certain amount of wages before being protected.

3. What to do if there is an Injury

In case of Life-or-Limb threatening injuries always call 911, otherwise the employee should immediately report all injuries to his/her supervisor. If medical care is needed and the supervisor is not available or the injury is before or after normal business hours, call the injury hotline Company Nurse at 1-888-770-0926. The Company nurse will gather information over the phone and will help access appropriate medical treatment. If treatment is required, the employee will be referred to a local medical facility that will treat Workers' Compensation injuries. The doctor's office/hospital will receive a fax alerting them the employee is being sent for treatment; this fax will include the employee's personal and injury information as well as employer details and Workers' Compensation insurance information.

If the employee receives treatment prior to reporting the information to his/her supervisor or Nurse Triage Hotline at the number posted on the employee bulletin boards (such as in the case of an emergency) notify the Personnel Officer or his/her designee as soon as possible.

The employee may go to his/her own doctor, but only if the doctor is pre-designated to treat the employee for a work related injury. This is done by obtaining a pre-designation form from the Personnel Officer or his/her designee. The form must be completed and turned into the Personnel Officer or his/her designee prior to a work related injury. The pre-designated doctor must have previously directed the employee's medical treatment, must have the employee's medical history on file and must agree to be pre-designated by signing the pre-designation form. Please note that not all doctors are willing to provide treatment for workers' compensation injuries. Please be sure that the doctor handles workers' compensation claims. If the employee did not pre-designate his/her regular doctor before the injury, he/she will receive medical care from one of the doctors/hospitals designated by the City.

All injuries, regardless of severity, are covered if they occur at the work place during working hours. All job injuries are to be reported to the supervisor, even if the injury is minor and does not require medical treatment by a doctor.

The doctor or hospital will bill the City through AIMS. This includes the cost of the doctor, hospital, x-ray, crutches, lab work and other services and supplies the doctor prescribes to treat the injury.

4. What Happens if an Injury Leads to Time off Work

If the employee's claim is accepted as compensable, Workers' Compensation Law provides for lost wages in the form of temporary disability – these payments may be provided as long as the doctor says the employee is unable to work, and is off work for more than three (3) days. There may be further payments provided after the employee returns to work if the doctor indicates he/she has permanent restrictions.

For miscellaneous employees, temporary disability payments begin after the first three (3) days you are off work due to a work related injury. The City will continue full salary during this three-day period. After the first three-day period, the City will continue salary payments in an amount which, added to temporary disability payments, will provide the employee with full salary for a period not to exceed another nineteen (19) working days. In no event shall City payments for a job-related injury leave exceed a combined total of twenty-two (22) working days. If workers' compensation leave continues beyond the twenty-two (22) day period, the employee may apply sick leave, banked holidays, compensatory time and/or accrued vacation to continue his/her full salary until leave benefits are exhausted. This process is called 'integration'. If the employee chooses not to utilize integration to supplement your income, he/she must notify the Personnel Officer or the Personnel Officer's designee in writing and submit for a leave of absence without pay. Once this decision is made it may not be rescinded.

Sworn Police Officers eligible under Section 4850 of the Labor Code will continue full salary for payments not to exceed one (1) year. If workers' compensation leave continues beyond Section 4850, the employee will be eligible for temporary disability payments for an additional year and may apply sick leave, compensatory time and/or accrued vacation to continue his/her full salary until leave benefits are exhausted. This process is called 'integration'. If the employee chooses not to utilize integration to supplement income, he/she must notify the Personnel Officer or the Personnel Officer's designee in writing and submit for a leave of absence without pay. Once this decision is made it may not be rescinded.

Temporary disability benefit checks will be issued by AIMS. If integration is utilized, the check from AIMS will be sent to the City. The employee must sign the temporary disability checks over to the City. Payroll will use the temporary disability checks, along with the leaves to issue the employee's regular pay. This process helps to keep the employee's benefits as a City employee in force. The employee may not use leaves and retain the temporary disability checks at the same time.

If the employee has no leaves, or all leaves are used, temporary disability checks will be sent directly to the employee by AIMS and the temporary disability checks may be kept.

Workers' Compensation Leave will run concurrently with Family Medical Leave of Absence (FMLA/CFRA) to the extent permitted by law.

5. Benefits while on Workers' Compensation

Length of service shall continue to accrue for the duration of any leave of absence. While on an extended leave, an employee must have at least one actual hour worked in a pay period to accrue vacation, sick and admin leave (if applicable).

An employee shall not be paid or allowed to bank time for holidays occurring during his/her extended leave of absence.

PERS contributions and service credits will not continue during the period the employee is on unpaid leave. Application can be made to PERS at the time of return for evaluation of service credit based on the reason of the leave of absence. Any unpaid leave over two months in a fiscal year will affect service credit computations.

The City will allow an employee to continue participation in the health insurance program while utilizing earned compensation, sick leave, vacation, or floating holidays at the regular employee/employer contributions. The City will allow an employee to continue participation in the health insurance program when on an unpaid leave of absence at the employee's expense. The employee will need to submit a check for the premium to the Finance Department by the first of each month in order to continue participation in the health insurance program. The health insurance program includes the medical, dental, vision and life insurance coverage normally afforded to employees. This coverage is limited to a maximum of six (6) months total regardless if leave is paid or unpaid, except as otherwise required by law. At this time the employee would be subject to COBRA.

Sworn Police Officers eligible under Section 4850 of the Labor code will continue full benefits not to exceed one (1) year.

H. Extended Medical Leave of Absence for Non-work Related Injuries/Illness

The City of Tehachapi at the City Manager's discretion may grant extended medical leave for a period of up to six (6) months, or as required as reasonable accommodation under state and federal law, for regular full-time and FLSA Exempt employees who are temporarily disabled and unable to perform the duties of the job due to non-work related temporary disabilities (other than pregnancy, childbirth, and related medical conditions). Any employee who is granted an extended medical leave of absence must concurrently utilize any available earned compensation, sick leave, vacation, or floating holidays. If the employee is eligible for FMLA/CFRA leave his/her extended medical leave of absence for a non-work related injury/illness will run concurrently with his/her available FMLA/CFRA leave.

1. Required procedures for requesting Extended Medical Leave of Absence for non-work related injuries/illness

An employee requesting an extended medical leave of absence for a non-work related temporary disability should submit, to the Personnel Officer or his/her designee, a doctor's written certificate of the employee's inability to work that includes an estimated length of time that the employee may remain disabled. The Personnel Officer or his/her designee will provide

him/her with a form for his/her doctor to complete, showing the date that the employee was disabled and the estimated date he/she will be able to return to work.

Leave up to six (6) months may be granted, however, the actual length of the leave and specific time(s) which it begins and ends will be based upon the employee's individual medical condition and ability to perform the job, or as required as a reasonable accommodation under state and federal law. An extended medical leave for a non-work related temporary disability begins on the first day that his/her doctor certifies he/she is unable to work, and ends when his/her doctor certifies that he/she is able to return to work per the terms of this policy. An employee returning to work from an extended medical leave of absence due to a non-work related temporary disability must present a doctor's certificate declaring the employee's fitness to return to work.

2. Returning to Work

The employee shall return to work immediately upon completion of the leave. If the employee does not return to work on the expiration date of his/her extended medical leave of absence due to a non-work related temporary disability, his/her employment shall be terminated, unless an extension has been requested in writing, accompanied by the required doctor's certification set forth above, and granted prior to the expiration date of the leave of absence. If applicable, the City will abide by any and all PERS Disability Retirement procedural obligations prior to separation of employment based on the inability to reasonably accommodate a continued extended medical leave of absence.

If returning from an extended medical personal leave of absence, the employee will be offered the same position he/she held at the time leave began, if available. If the former position is not available, a comparable position will be offered. If neither the same nor a comparable position is available, the employee's return to work will depend on job openings existing at the time of his/her scheduled return. The City makes no guarantees of reinstatement, and return to work will depend on the employee's qualifications for existing openings.

3. Benefits While on Extended Leave

Length of service shall continue to accrue for the duration of any leave of absence. While on an extended leave, an employee must have at least one actual hour worked in a pay period to accrue vacation, sick and admin leave (if applicable).

An employee shall not be paid or allowed to bank time for holidays occurring during his/her extended leave of absence.

PERS contributions and service credits will not continue during the period the employee is on unpaid leave. Application can be made to PERS at the time of return for evaluation of service credit based on the reason of the leave of absence. Any unpaid leave over two months in a fiscal year will affect service credit computations.

The City will allow an employee to continue participation in the health insurance program while utilizing earned compensation, sick leave, vacation, or floating holidays at the regular employee/employer contributions. The City will allow an employee to continue participation in the health insurance program when on an unpaid leave of absence at the employee's expense. The employee will need to submit a check for the premium to the Finance Department by the

first of each month in order to continue participation in the health insurance program. The health insurance program includes the medical, dental, vision and life insurance coverage normally afforded to employees. This coverage is limited to a maximum of six (6) months total regardless if leave is paid or unpaid, except as otherwise required by law. At this time the employee would be subject to COBRA.

I. **Fitness for Duty Policy**

1. Conditional Offer of Employment Examination

After a conditional offer of employment has been extended to an applicant, the City may, in compliance with all applicable laws, require the applicant to submit to a fitness for duty examination prior to conferring appointment.

2. Current Employee Examinations

The Personnel Officer or his/her designee may require an employee to submit to a fitness for duty examination to determine if the employee is able to perform the essential functions of his or her job when: 1) the employee appears to be unable to perform or has difficulty performing one or more essential functions of his or her job; and 2) there is reason to question the employee's ability to safely or efficiently complete work duties.

3. Role of Health Care Provider

A City-selected health care provider will examine the employee at City expense. The City will provide the health care provider with a letter requesting a fitness for duty examination and a written description of the essential functions of the employee's job. The health care provider will examine the employee and provide the City with non- confidential information regarding whether: 1) the employee is fit to perform essential job functions; 2) there are any reasonable accommodations that would enable the employee to perform essential job functions; and 3) the employee's continued employment poses a threat to the health and safety of him or herself or others. Should the health care provider exceed the scope of the City's request and provide confidential health information, the City will return the report to the health care provider and request another report that includes only the non-confidential fitness for duty information that the City has requested.

4. Medical Information

During the course of a fitness for duty examination, the City will not seek or use information regarding the employee's medical history, diagnoses, or course of treatment without an employee's written authorization.

5. Medical Information from the Employee's Health Care Provider

An employee may submit confidential medical information to the City from his or her personal health care provider. If the employee provides written authorization, the Personnel Officer or his/her designee will submit the information that the employee provides to the City-paid health care provider who conducted the examination. The Personnel Officer will request the City-paid health care provider to determine whether the information alters the original fitness for duty assessment.

6. Interactive Process Discussion

After receipt of both the health care provider's fitness for duty report, and the analysis of the employee's personal health care information (if any) the Personnel Officer or his/her designee will arrange for a discussion or discussions, in person or via conference telephone call, with the employee and his or her representatives, (if any). The purpose of the discussions will be in good faith to fully discuss all feasible potential reasonable accommodations. During the discussions, the Personnel Officer or his/her designee will also discuss, if relevant, alternate available jobs for which the employee is qualified, or whether the employee qualifies for disability retirement or family and medical leave.

7. Determination

After the discussions, the Personnel Officer or his/her designee will review the information received, and determine if there is a reasonable accommodation that would enable the employee to perform essential job functions, or if the accommodations would pose an undue hardship on City finances or operations. The Personnel Officer or his/her designee will inform the employee of his or her determination. The Personnel Officer or his/her designee will use his or her discretion based upon the particular facts of each case.

J. Reasonable Accommodation Policy

The City provides employment –related accommodations to qualified individuals with disabilities within the meaning of the California Fair Employment and Housing Act and the Americans with Disabilities Act.

Procedure

a) Request for Accommodation

An employee who desires a reasonable accommodation in order to perform essential job functions should make such a request in writing to the Personnel Officer or his/her designee. The request must identify: a) the job-related functions at issue; and the desired accommodation(s).

b) Reasonable Documentation of Disability

Following receipt of the request, the Personnel Officer or his/her designee may require additional information, such as reasonable documentation of the existence of a disability.

c) Fitness for Duty Examination

The City may require an employee to undergo a fitness for duty examination at the City's expense to determine whether the employee can perform the essential functions of the job with or without reasonable accommodation. The City may also require that a City-approved physician conduct the examination.

d) Interactive Process Discussion

After receipt of reasonable documentation of disability and/or a fitness for duty report, the city will arrange for a discussion, in person or via telephone conference call, with the applicant or employee, and his or her representative(s), if any. The purpose of the discussion is to work in good faith to fully consider all feasible potential reasonable accommodations.

e) Case-by-Case Determination

The City determines, in its sole discretion, whether reasonable accommodations(s) can be made, and the types of accommodation(s) to provide. The City will not provide accommodation(s) that would pose an undue hardship upon City finances or operations, or that

would endanger the health or safety of the employee or others. The City will inform the employee of its decision as to reasonable accommodation(s) in writing.

K. Personal Leave of Absence

The City recognizes that employees may need to take a leave of absence for reasons unrelated to their personal health or that of their family members. Accordingly, under certain conditions, an employee may be able to take a personal leave of absence.

1. Required procedures for requesting Personal Leave of Absence

Any regular employee may request a non-medical personal leave of absence for up to thirty (30) days by submitting a written request setting forth the reason for the leave to the Department Head. Requests will be reviewed by the Department Head, Finance Director and the City Manager for final approval. Any employee who is granted a personal leave of absence must concurrently utilize any available earned compensation, vacation, or floating holidays. Sick leave may not be used for personal leave of absence.

Extensions of a non-medical personal leave of absence beyond the allotted thirty (30) days shall be granted only under extraordinary circumstances, approved by the City Manager, and then only if the employee requests such extension prior to the termination of the original leave of absence. Under no circumstances shall a non-medical personal leave of absence exceed six months.

2. Reasons for Leave

An employee can request a personal leave of absence for reasons such as: education, retraining, or death in the family for leave in excess of the employee's three (3) days of bereavement leave. These are only examples of possible reasons for a non-medical personal leave of absence, but all reasons for requesting such a leave of absence will be taken under consideration and all circumstances evaluated.

3. Returning to Work

The employee shall return to work immediately upon completion of his/her non- medical personal leave of absence. If the employee does not return to work on the expiration date of the leave of absence, the employee will assume to have voluntarily resigned his/her employment and shall be terminated, unless the employee has been granted an extension as set forth in subsection A above.

If returning from a non-medical personal leave of absence, the employee will be offered the same position he/she held at the time leave began, if available. If the former position is not available, a comparable position will be offered. If neither the same nor a comparable position is available, the employee's return to work will depend on job openings existing at the time of his/her scheduled return. The City makes no guarantees of reinstatement, and return to work will depend on the employee's qualifications for existing openings.

4. Benefits While on Leave

Length of service shall continue to accrue for the duration of any leave of absence. While on an extended leave, an employee must have at least one actual hour worked in a pay period to accrue vacation, sick and admin leave (if applicable).

An employee shall not be paid or allowed to bank time for holidays occurring during his/her extended leave of absence.

PERS contributions and service credits will not continue during the period the employee is on unpaid leave. Application can be made to PERS at the time of return for evaluation of service credit based on the reason of the leave of absence. Any unpaid leave over two months in a fiscal year will affect service credit computations.

The City will allow an employee to continue participation in the health insurance program while utilizing earned compensation, sick leave, vacation, or floating holidays at the regular employee/employer contributions. The City will allow an employee to continue participation in the health insurance program when on an unpaid leave of absence at the employee's expense. The employee will need to submit a check for the premium to the Finance Department by the first of each month in order to continue participation in the health insurance program. The health insurance program includes the medical, dental, vision and life insurance coverage normally afforded to employees. This coverage is limited to a maximum of six (6) months total regardless if leave is paid or unpaid, except as otherwise required by law. At this time the employee would be subject to COBRA.

L. Military Leave of Absence

It is the policy of the City of Tehachapi to grant employees military leave of absence as required by law and to provide certain benefits to employees granted such leave. Employees who wish to serve in the military and take military leave, either for training or active duty purposes, should contact the Finance Department for information about their rights before and after such leave. An employee is entitled to reinstatement upon the completion of his/her military service, provided he/she returns or applies for reinstatement within the time allowed by law.

M. Bereavement Leave

The City provides bereavement leave to regular full-time and FLSA Exempt employees in the event of the death of an employee's current spouse, registered domestic partner, child, parent, legal guardian, brother, sister, grandparent, or grandchild; or mother-, father-, sister-, brother-, son-, or daughter-in-law. An employee who has such a death in the family and would like to utilize bereavement leave shall contact his/her supervisor prior to the beginning of his/her work shift for approval.

An employee with such a death in the family may take up to three (3) consecutively scheduled workdays off with pay with the approval of his/her supervisor.

N. Jury Duty Leave

It is the civic responsibility of every citizen to serve as a juror when called upon to do so. It is the City's philosophy that a regular employee should not suffer a major loss of income in the performance of this civic responsibility.

The employee will receive his/her base pay for up to twenty (20) days of jury duty service per calendar year.

Required procedure for requesting Jury Duty Leave

Any employee requesting leave for jury duty must do the following:

- a) The employee shall present to his/her supervisor, the subpoena or other document which gives instructions to report for jury empanelment upon receipt and shall attach a copy to his/her time card.
- b) Upon selection for jury duty, the employee shall notify his/her supervisor verbally, and advise him/her of the estimated length of the trial.
- c) The employee shall report for jury duty each day as instructed by the court. At times the employees may be released from jury service during normal working hours; when this is the case, the employee shall be required to be at work, when practical.
- d) The employee's supervisor shall require an attendance slip verifying his/her actual days of service. The required attendance slip should be attached to the employee's time card to complete that record.

O. Court Duty Leave

The purpose of the court leave policy is to define responsibility of the City and the employee with regard to when an employee is subpoenaed to appear in court as a witness.

If an employee is subpoenaed to appear in court as a witness for the Federal, State, County or City government, his/her court duty and travel to and from court from the workplace, will be considered regular work hours.

If an employee is subpoenaed to appear in court as a witness in a private matter, he/she must take vacation, banked holiday, compensatory time off, or leave without pay. The employee shall notify his/her supervisor upon receipt of the subpoena.

If an employee is subpoenaed in an official capacity, the employee shall demand fees at the time the subpoenaed is accepted. In this case the employee will receive regular salary and will endorse the fees over to the City.

Required procedure for requesting Court Duty Leave

The employee shall notify his/her supervisor upon receipt of the subpoena and shall provide his/her supervisor with a copy of the subpoena. The supervisor shall notify the City Manager regarding subpoena.

P. Leave to Vote

The purpose of the voting policy is to define the responsibilities of the City and the employee with regards to voting. The City encourages employees to exercise their prerogative by voting

in all federal, state, local, school district and special district elections. The City will provide employees who are unable to vote on their normal time off due to scheduling an opportunity to leave the work site to vote.

Required procedure for requesting Leave to Vote

An employee who is unable to vote outside his/her scheduled working hours shall give his/her supervisor reasonable advance notice – generally, at least two working days’ notice – of the need to take time off work to vote. The employee’s supervisor shall provide the employee with the opportunity to leave the work site to vote during the employee’s scheduled work time. The employee shall be paid for up to two hours of leave time for voting purposes.

Q. School Visitation Leave

According to State law, an employee who is a parent or guardian of a child in preschool through grade 12 may take up to forty (40) hours of unpaid leave, each school year, to attend school activities of his or her child. This type of leave is limited to eight (8) hours per month, during the school year.

An employee wishing school visitation leave must utilize any earned and available personal time-off either sick time, vacation, compensation time or banked holiday. If personal time-off is not available, the employee may take the time off as unpaid leave. Employees shall also note the City may require written documentation as proof the employee did attend a school activity.

Required procedure for requesting School Visitation Leave

An employee wishing school visitation leave must notify their supervisor in writing, of the desire for such leave as soon as possible, and must obtain permission from their supervisor, in writing before utilizing the requested leave.

R. Time Off for Victims of Violent Crimes or Domestic Abuse

An employee who has been a victim of a violent crime or domestic abuse may take time off to: appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding; seek medical or psychological assistance; or participate in safety planning to protect against further assaults

Required procedure for Victims of Violent Crimes or Domestic Abuse

An affected employee must give the City reasonable notice that he or she is required to be absent for a purpose stated above. In cases of unscheduled or emergency court appearances or other emergency circumstances, the affected employee must, within a reasonable time after the appearance, provide the City with written proof that the absence was required for any of the above reasons. Leave under this section is unpaid unless the employee uses vacation or accrued time off.

S. Administrative Leave

Exempt employees designated by the City Manager receive eighty (80) hours of Administrative Leave which is posted to the employee’s administrative leave bank on the first pay period of

January and prorated for employees employed thereafter. Beginning January 1, 2015, employees designated by the City Manager shall accrue 3.34 hours of Administrative Leave per pay period beginning on the first pay period of January 2015. Administrative Leave shall be recorded on time sheets as it is used. Any unused Administrative Leave at the end of each year or upon employee's termination of employment shall be paid at the employee's rate of pay.

Section 5 – Separation and Reinstatement

An employee may be separated from employment by resignation, dismissal, retirement, or layoff on account of lack of work or lack of funds. Other separation procedures and reinstatement procedures are set forth below.

A. Separation and/or Resignation

An employee wishing to resign is required to notify his/her supervisor in writing at least two (2) weeks prior to their intended leave from City Employment. A resignation becomes final when accepted by the appointing authority (City Manager). Once a resignation has been accepted by the City Manager, it cannot be withdrawn.

B. Reinstatement

Upon application of a former regular employee, who has properly resigned, the City Manager may, at his/her sole discretion, approve reinstatement of the former employee as provided below:

1. An employee separated from the City's employ for six (6) months or less may be reinstated without competitive examination to the position held at date of separation, or to any other position within the same classification for which the employee would have been eligible at the time of separation. Former regular full-time City employees returning to City service within the six (6) month period will be granted the full benefits they were receiving at time of separation as if there was no break in service.
2. An employee separated from the City's employ for over six (6) months who is reinstated shall be treated as a new employee.
3. The City will reinstate into the position from which he/she has been promoted any employee who fails during a promotion to which he/she has been promoted.
4. Any employee who resigns without proper notice or resigns during an investigation or disciplinary action will not be eligible for reinstatement.

C. Layoff

Whenever it becomes necessary to reduce the number of employees due to lack of work, economic considerations, changes in mission, technological changes, or as determined by the City Manager based on other factors or when a position in the classified services is to be

temporarily or permanently abolished, the City Manager will notify the Finance Director the number of employees to be laid off or the names and number of positions to be abolished. The purpose of the procedures set forth below is to establish equitable standards to regulate such layoffs. The City's decision to reduce its work force is a management right, thus no due process or grievance procedures apply, and the decision is not subject to "meet and confer" requirements. These procedures apply only to regular employees (full or part time) and probationary employees (initial or promotional/transfer).

1. Identification

The City Manager on the basis of the administrative needs of the City determines the departments and positions subject to layoff.

2. Order of Layoff

- a) Within a classification, those employees who are probationary employees in their initial probationary period will be laid off first, followed by employees in a promotional or transfer probationary period.
- b) The order of layoff for regular employees within a department will be determined considering business necessity, each employee's job performance and competence, and seniority.
 - i. "Seniority" for purposes of this Section shall be determined by adding together all time spent in City service, in whatever capacity, expressed in terms of years, months, and days. The seniority calculation shall not include disciplinary time off without pay or time spent on unpaid leave (unless federal or state law requires it to be included in the seniority calculation).
 - ii. Once seniority determinations have been made, layoffs are made in reverse seniority order (i.e. the most junior employees are laid off first).
 - iii. Ties in seniority shall be resolved by the City Manager, taking into account the past performance, disciplinary actions (if any), supervisor's recommendations, and such other facts as will result in the City retaining the most qualified and efficient employees.

3. Notice

Employees shall be given at least ten (10) business days' written notice prior to the effective date of the pending layoff. A copy of the notice shall be retained in the employee's personnel file.

4. Exclusions

In certain instances, there may be exceptions made in the order of the layoff outlined above. These exclusions would be made when:

- a) Specialty position when qualifications for the position could not be easily obtained through a short orientation or familiarization period.
- b) Transfer in lieu of layoff. Within the affected department or departments, a regular employee who is scheduled for layoff may be offered a voluntary reduction in classification to a lower level job classification provided he/she meets the minimum qualifications, and/or obtain proficiency through a short orientation period.
- c) A voluntary reduction by taking early retirement.

5. Retreat rights/voluntary demotion in lieu of layoff

- a) An employee who would otherwise be laid off has the right to retreat to a vacant position which he or she previously held, provided the employee meets the current minimum qualifications for the position.
- b) An employee who would otherwise be laid off has the right to retreat to another position in the same classification series or to any position the employee has previously held and for which the employee is qualified that is occupied by an employee of lesser seniority. The result is that the more senior employee “bumps” the junior employee, who then is entitled to the retreat/demotion rights set forth herein.
- c) An employee who would otherwise be laid off may request to be temporarily demoted to any vacant position for which the employee is qualified.
- d) An employee who wishes to exercise any of the rights set forth in this subsection 5 must so notify the City Manager in writing within five (5) business days of receiving the notification of pending layoff.
- e) An employee who retreats or is demoted to a position as provided herein must serve the probationary period applicable to the new position unless the employee previously completed the probationary period in that position.

6. Reinstatement Lists

The names of regular employees who have been laid off, including those who have accepted a demotion or retreated to another position are to be placed on a layoff reinstatement list by seniority within the classification from which the employees were laid off. An employee’s name remains on this list for a period of one (1) year from date of layoff; an employee’s name may be removed for any of the following reasons:

- a) Reappointment of the employee to his/her former classification.
- b) Notification from employee that he/she is no longer interested in returning to the City.
- c) Inability to contact the employee by mail or phone at the employee’s last known address in the employee’s official personnel file.
- d) Rejection by the employee of an offer of employment within the same job classification. Failure to respond within five (5) business days of the offer shall be deemed a rejection.

7. Offer of Reinstatement

If the position previously held by a laid off employee becomes vacant, or if another position within the same classification series becomes vacant, then the employee with the most seniority on applicable reinstatement list shall be offered the vacant position.

8. Restoration of Benefits upon Reinstatement

When an employee is reinstated to employment after layoff, all his or her prior service shall be counted toward the calculation of leave accruals and seniority. Any unused sick leave which the employee had accrued at the time of layoff shall be restored. If an employee is reinstated to a position in which he or she was serving a probationary period at the time of layoff, all time on probation previously completed prior to layoff shall be counted toward determining when the probationary period ends.

Section 6 – Discipline and Grievance

A. Discipline Policy

Unless otherwise specified by a memorandum of understanding, the following constitutes the City's policy regarding disciplinary actions.

1. Policy Coverage

The following categories of persons can be terminated at-will and have no rights to any of the pre- or post-disciplinary processes or procedures in this policy:

- temporary employees,
- provisional or seasonal employees,
- probationary employees,
- any person who serves pursuant to a contract, and
- any person who is designated "at-will" in the City policy, document, acknowledgement, resolution or ordinance.

In addition, any regular employee who is exempt from the overtime provisions of the Fair Labor Standards Act (FLSA) is not subject to any disciplinary penalty which is inconsistent with his or her FLSA overtime-exempt status.

2. Causes for Discipline

Regular employees may be counseled, admonished, reprimanded, suspended, demoted, discharged or incur a reduction in pay for, including but not limited to, any of the following causes of discipline:

- a) Violation of any department rules, City policy or City regulation, ordinance or resolution;
- b) Absence without authorized leave;
- c) Excessive absenteeism and/or tardiness as defined by the employee's department director, these Policies, or Memorandum of Understanding;
- d) Use of disability leave in a manner not authorized or provided for pursuant to the disability leave policy or other policies of the City;
- e) Making any false statement, omission or misrepresentation of a material fact;
- f) Providing wrong or misleading information or other fraud in securing appointment, promotion or maintaining employment;
- g) Unsatisfactory job performance;
- h) Inefficiency;
- i) Malfeasance or misconduct, which shall be deemed to include, but shall not be limited to the following act or omissions:
 - i. Conviction of a felony. "Conviction" shall be construed to be a determination of guilt of the accused by a court, including a plea of guilty or nolo contendere, regardless of sentence, grant of probation, or otherwise.

- ii. The damaging of City property, equipment, or vehicles, or the waste of City supplies through negligence or misconduct.
- j) Insubordination; or insulting or demeaning the authority of a supervisor or manager;
- k) Dishonesty;
- l) Theft;
- m) Violation of the City's or a departments confidentiality policies, or disclosure of confidential City information to any unauthorized person or entity;
- n) Misuse or unauthorized use of any City property, including, but not limited to: physical property, tools, equipment, City communication systems, City vehicles or Intellectual Property;
- o) Mishandling of public funds;
- p) Falsifying any City record;
- q) Discourteous treatment of the public or other employees;
- r) Failure to cooperate with employee's supervisor or fellow employees;
- s) Violation of the City's Drug-Free Workplace Policy;
- t) Violation of the City's Policy Against Harassment, Discrimination and Retaliation;
- u) Violation of the City's Workplace Security Policy
- v) Unapproved outside employment or activity that violates the City's policy, or other enterprise that constitutes a conflict of interest with service to the City;
- w) Any conduct that impairs, disrupts or causes discredit to the City, the employee's City employment, to the public service, or other employee's employment;
- x) Failure to comply with OSHA Safety Standards and City safety policies;
- y) Altering, falsifying, and tampering with time records, or recording time on another employee's time record; or
- z) Working overtime without prior authorization or refusing to work assigned overtime
- aa) Carrying firearms or other dangerous weapons on City premises at any time, unless authorized to do so.

3. Administrative Leave

A department director may place an employee on an administrative leave with pay pending a potential disciplinary action. Administrative leave with pay is authorized: (1) when the department director believes that the employee's continued presence at the work site could have detrimental consequences for the City operations, or (2) pending investigation into charges of misconduct. If the charges against the employee are substantiated by the investigation, appropriate disciplinary action may be taken in accordance with these procedures.

4. Types of Discipline

The types of personnel actions and/or discipline are:

a) Counseling Memo

A counseling memo shall be retained in the supervisor's file, and may not be appealed under this policy.

b) Oral Admonishment or Reprimand

An oral admonishment or reprimand will be memorialized in writing and retained in the supervisor's file. An oral reprimand may not be appealed under this policy.

c) Written Admonishment or Reprimand

A department director may reprimand an employee by furnishing him/her with written statement of the specific reasons for reprimand. A copy of the reprimand will be retained in the employee's personnel file, and may not be appealed. The employee has the right to have a written rebuttal attached to the reprimand in the employee's personnel file if the rebuttal is submitted to the Finance Department within 10 working days of the date the reprimand was received.

d) Suspension

A department director may suspend an employee from his or her position for cause. Documents related to a suspension shall become part of the employee's personnel files when the discipline is final. An employee subject to suspension will receive prior written notice and appeal as provided herein.

e) Demotion

A department director may demote an employee from his or her position for cause. Documents related to a demotion shall become part of the employee's personnel file when the discipline is final. An employee subject to demotion will be entitled to prior written notice and appeal as provided herein.

f) Reduction in Pay

A department director may reduce an employee's pay for cause. A reduction in pay for disciplinary purposes may take one of two forms: (1) a decrease in salary to a lower step within the salary range, or (2) a decrease in salary paid to an employee for a fixed period of time. Documents related to a reduction in pay shall become part of the employee's personnel file when the discipline becomes final. An employee subject to a reduction in pay is entitled to prior written notice and appeal as provided herein.

g) Dismiss

A department director may dismiss an employee from his or her position for cause. Documents related to discharge shall become a part of an employee's personnel file when the discipline becomes final. A dismissed employee is entitled to prior written notice and appeal as provided herein.

5. Skelly Process – Pre-Disciplinary Procedure for Suspension, Demotion, Reduction in Pay, or Discharge

Only regular, for-cause employees have the right to the conference and appeal processes outlined in the section.

a) Notice of Intent to Discipline

The employee will be provided a written notice of intent to discipline that contains the following in the event of a proposed suspension, demotion, reduction in pay or discharge:

- i. The level of discipline intended to be imposed;
- ii. The specific charges upon which the intended discipline is based
- iii. A summary of the facts upon which the charges are based;

- iv. A copy of all written materials, reports, or documents upon which the intended disciplines is based;
- v. Notice of the employee's rights to respond to the department director regarding the charges within 5 calendar days from the date of the notice, either by requesting a conference, or by providing written response, or both;
- vi. Notice of the employee's right to have a representative of his or her choice at the conference, should he or she choose to respond orally; and
- vii. Notice that the failure to respond at the time specified shall constitute a waiver of the right to respond prior to the imposition of discipline.

b) Employee's Response and the Skelly Conference

- i. If the employee requests a conference to respond orally to the charge(s), the conference must be scheduled at least 7 calendar days after the date of the notice. The conference will be an informal meeting with the department director, at which the employee has an opportunity to rebut the charges against him or here and present any mitigating circumstances. The department director will consider the employee's presentation before any final disciplinary action.
- ii. The employee's failure to make an oral response at the arranged conference time, or the employee's failure to cause his or her written response to be delivered by the date and time specified on the notice, constitutes a waiver of the employee's right to respond prior to the imposition of the discipline. In that case, the proposed disciplinary action will be imposed on the date specified.

c) Final Notice of Discipline

Within 5 calendar days of receipt of the employee's timely written response or within 5 calendar days of the informal conference, the department director will (1) dismiss the notice of intent and take no disciplinary action against the employee, (2) modify the intended disciplinary action, or (3) impose the intended disciplinary action. In any event, the department director will prepare and provide the employee with a notice that contains the following:

- i. The level of discipline, if any, to be imposed and the effective date of the discipline;
- ii. The specific charges upon which the discipline is based;
- iii. A summary of the facts upon which the charges are based;
- iv. A copy of all written materials, reports, or documents upon which the discipline is based; and
- v. A statement of the nature of the employee's right to appeal.

6. Evidentiary Appeal to the Council

a) Request for Appeal Hearing

A regular, for-cause employee may appeal from a final notice of discipline in the form of suspension, demotion, reduction in pay, or termination by delivering a written answer to the charges and a request for appeal to the City Manager or designee, who will forward the appeal to the Council. The written answer and request for appeal must be received no later than 10 calendar days from the date of the department director's decision. The employee should indicate whether he/she is requesting closed or open hearing.

b) Date and Time of the Appeal Hearing

The Council will set a date for an appeal hearing within a reasonable time after receipt of a timely written answer and request for appeal. An employee who, having filed a timely written answer and request for appeal, has been notified of the time and place of the appeal hearing, and who fails to appear personally at the hearing, may be deemed to have abandoned his or her appeal. In such a case, the Council may dismiss the appeal.

c) Identification of Issues, Witnesses and Evidence

No later than 10 days prior to the appeal hearing, each party will provide the other and the Council a statement of the issues to be decided, a list of all witnesses to be called (except rebuttal witnesses), a brief summary of the subject matter of the testimony of each witness, and a copy of all evidence (except rebuttal evidence) to be submitted at the hearing. The city will use numbers to identify its evidence; the employee shall use alphabet letters. Neither party will be permitted to call any witness during the hearing that has not been identified pursuant to this section, nor use any exhibit not provided pursuant to this section, unless that party can show that they could not have reasonably anticipated the need for the witness or exhibit. The Council will state at the beginning of the hearing the decision as to the precise issue(s) to be decided.

7. Conduction of the Appeal Hearing

a) Subpoenas

The City Manager has authority to issue subpoenas in the name of the City prior to the commencement of the hearing. Each party is responsible for serving his/her/its own subpoenas. City employees who are subpoenaed to testify during working hours will be released with pay to appear at the hearing. City employees who are subpoenaed to testify during non-working hours will be compensated for the time they actually testify unless the City agrees to a different arrangement.

b) Continuances

The Council may continue a scheduled hearing only upon good cause shown.

c) Record of Proceeding

All disciplinary hearings may, at the discretion of the parties, be either recorded by a court reporter or tape recorder. Any party who requests a transcript of the proceedings must pay for his/her/its own copy of a transcript.

d) The Personnel Board's Authority During the Hearing

The Council has the authority to control the conduct of the hearing and to affirm, modify, or revoke the discipline.

e) Conduct of Hearing

- i. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses, but hearings shall be conducted in a manner the Council, as presented by the Mayor, decides is the most conducive to determining the truth.
- ii. Any relevant evidence may be admitted if it is the type of evidence upon which responsible persons are accustomed to rely upon in the conduct of serious affairs,

- regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions.
- iii. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but over timely objection shall not be sufficient in itself to support a finding, unless such evidence would be admissible over objection in civil actions. An objection is timely if made before submission of the case.
 - iv. The rules dealing with privileges shall be effective to the same extent that they are not or hereafter may be recognized in civil actions.
 - v. Irrelevant and unduly repetitious evidence may be excluded.
 - vi. The Council, as presented by the Mayor, shall determine relevancy, weight and credibility of testimony and evidence.
 - vii. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing upon request of either party.
 - viii. All witnesses shall be sworn in for the record prior to testifying at the hearing. The Council or the court reporter shall request each witness to raise or her right hand and respond to the following: "Do you swear that the testimony that you are about to give at this hearing is the truth, the whole truth, and nothing but the truth?"

f) Burden of Proof at the Hearing

The City has the burden of proof by a preponderance of the evidence.

g) Right to Due Process

The employee shall have the following due process rights during the hearing:

- i. The right to be represented by legal counsel or another chosen representative, at his or her own expense;
- ii. The right to call and examine witnesses on his or her behalf;
- iii. The right to introduce evidence;
- iv. The right to cross-examine opposing witnesses on any matter relevant to the issues;
- v. The right to impeach any witness regardless of which party first called him or her to testify; and
- vi. The right to rebut evidence against him or her.

h) Hearing to be Closed to the Public

The hearing will be closed to the public unless the employee requests that it be open.

i) Presentation of the Case

The parties will address their remarks, evidence, and objections, to the Council. The Council may terminate argument at any time and issue a ruling regarding an objection on any other matter. The Council may alter the order of witnesses, limit redundant or irrelevant testimony, or directly question the witness. The hearing shall proceed in the following order unless the Council directs otherwise:

- i. The Department shall be permitted to make an opening statement.
- ii. The employee shall be permitted to make an opening statement.
- iii. The Department shall produce its evidence.
- iv. The employee shall produce his or her evidence.
- v. The Department, followed by the employee, may offer rebuttal evidence.

- vi. Closing arguments of no more than 20 minutes shall be permitted at the discretion of the Council. The Department shall have the right to argue first, the employee may argue second, and the City may reserve a portion of its argument time for rebuttal.

j) Hearing Demeanor and Behavior

All parties and their attorneys or representatives shall not, by written submission or oral presentation, disparage the intelligence, ethics, morals, integrity or personal behavior of their adversaries or members of the Board.

k) Written Briefs by the Parties

The Council or the parties may request the submission of written briefs. The Personnel Board will determine whether to allow written briefs, the deadline for submitting briefs, and the page limit for briefs.

8. Written Findings and Decision

The Council shall render a statement of written findings and decision within 14 days after the hearing has been completed and the briefs, if any, have been submitted. The Council's decision is final.

9. Proof of Service of the Written Findings and Decision

The Personnel Board shall send its final statement of written findings and decision, along with a proof of service of mailing, to each of the parties and to each of the parties' representatives. Copies shall also be distributed to the City Manager and the Finance Department.

10. Statute of Limitation

The Council's written findings and decision is final. There is no process for reconsideration. Pursuant to Code of Civil Procedure section 1094.6, the parties have 90 days from the date of the proof of service of mailing or the written findings and decision to appeal the decision to the Superior Court in and for the County of Kern.

B. Grievance Procedure

Unless otherwise specified in a memorandum of understanding, the following is the City's grievance procedure for City Employees:

1. Policy

The goal of this grievance procedure is to make every reasonable effort to resolve applicable complaints as near as possible to the point of origin.

2. Eligibility to File a Grievance

A grievant is a regular employee who is personally affected by an act or omission that occurred no more than 14 calendar days prior to the initiation of the grievance, provided that the act or omission comes within the definition of "grievance" as described herein.

3. Definition of “Grievance”

Subject to the exclusions listed in this Policy, a grievance is defined as any dispute that : (1) is job-related, (2) is wholly or partially within the province of the City to rectify or remedy, (3) concerns terms and conditions of employment, (4) involves the interpretation, application, or alleged violation of these Policies or a current Memorandum of Understanding (MOU) between the City and a recognized employee organization representing City employees, and (5) is not subject to any other City dispute resolution process or procedure that is provided by state, ordinance, resolution or agreement.

4. Exclusions from the Grievance Procedure

The following matters are excluded from the definition of “grievance”:

- a) Requests for changes in wages, hours, or working conditions, including any impasse or dispute in the meet and confer process or matter within the scope of representation;
- b) Requests for changes in the content of employee evaluations or performance reviews, oral or written warnings, reprimands or counseling memos;
- c) Challenges to the decision to reclassify, layoff, transfer, deny reinstatement, or deny a step or merit increase.
- d) Challenges to any disciplinary action; and
- e) Challenges to examinations or the appointment to positions.

5. Grievance Procedure:

The grievance procedure has the following four steps:

Step 1: Informal Discussion

Within 14 calendar days of the occurrence of the act(s) that constitute the grievance, an employee shall discuss the grievance with his/her immediate supervisor, who will investigate and attempt to resolve the matter. The supervisor will give the employee an oral reply within 10 calendar days after the discussion. If the employee is not satisfied with the reply, he or she may proceed to Step 2.

Step 2: Formal Discussion

- a) Any grievance not resolved by Step 1 may be submitted in writing to the immediate supervisor no later than 10 calendar days after the date of the supervisor’s oral reply. The written grievance must identify the following:
 - i. Fully describe how the grievant is/was adversely affected by a specific act or omission which gave rise to the alleged violation, misinterpretation, or misapplication;
 - ii. Identify the specific provision of these Policies or an applicable MOU was allegedly violated, misinterpreted, or misapplied;
 - iii. The date or dates on which the violation, misinterpretation, or misapplication allegedly occurred;
 - iv. The documents, witnesses or other evidence that support the grievance;
 - v. The desired solution or remedy;
 - vi. The signature and identification of the grievant; and

- vii. The person, if any, the grievant has chosen to be his or her representative.
- b) No grievance will be accepted for processing until all of the information listed above is provided. Within 10 calendar days after the grievant provides all of the information listed above, the immediate supervisor may, in his or her discretion, schedule a meeting with the grievant for the parties to work at resolving the grievance. The immediate supervisor shall give the grievant a written reply within 10 calendar days after receipt of the written grievance, or the meeting, whichever occurs later, and will file a copy in the grievance files. If the grievant is not satisfied with the response, he/she may proceed to Step 3.

Step 3: Department Director

Any grievance not resolved at Step 2 may be submitted in writing to the department director no later than 10 calendar days after the date of the immediate supervisor's written reply. The grievant shall provide the department director with copies of the Step 2 response. Within 10 calendar days thereafter, the department director, may in his or her discretion, schedule a meeting with the grievant for the purpose of giving the parties the opportunity to resolve the grievance. The department director will give the grievant a written reply within 14 calendar days after receipt of the written grievance, or the meeting, whichever occurs later, and will file a copy in the grievance file. If the grievant is not satisfied with the response, he/she may proceed to Step 4.

Step 4: City Manager

Any grievance not resolved at Step 3 may be submitted in writing no later than 10 days after the date of the department director's written reply. The grievant shall provide the City Manager with copies of the Step 2 and 3 responses. Within 10 calendar days thereafter, the City Manager may, at his or her discretion, schedule a meeting with the grievant to discuss the matter. After consideration of the facts and an investigation, if the City Manager deems one necessary, he or she will give his or her written decision to grievant.

City Manager's Decision on Grievance:

The decision of the City Manager will be final and binding. The City Manager's decision will be limited as follows:

- a) The decision shall neither add to, detract from, nor modify the language of these Policies or any applicable MOU.
- b) The decision shall be confined to the precise issue(s) the grievance has raised and that the grievant has submitted.
- c) Any monetary award in favor of the grievant may not exceed wages or benefits that the grievant has actually lost as a result of the matters alleged in the grievance. In no event shall any grievance award include any compensatory damages or attorney's fees.

6. Settlement of Grievance

Any grievance will be deemed settled when it is not appealed to the next step within the specified time limit, unless an extension of time to a definite date has been mutually agreed

upon in writing. Any grievance that the grievant fails to timely move to the next step shall be deemed resolved on the basis of the last disposition.

7. Representation

An employee may have a representative of his or her choice present at all stages of the grievance procedure, except that no one may be represented by an employee he or she supervises, and no employee may be represented by his or her supervisor or department director. If the employee's representative is a fellow employee, that employee will receive time off from his or her work assignment for the time of the grievance meeting or hearing plus reasonable travel time. Forty-eight hours prior to the grievance meeting, the employee shall inform the immediate supervisor, department director or City Manager whether he or she shall be represented at the grievance meeting and shall identify the representative.

8. No Retribution

An employee shall not be penalized for using this procedure.

9. Withdrawal

A grievant may withdraw any grievance at any time, without prejudice, by giving written notice to the City representative who last took action on the grievance, and by providing a copy of the notice to the Finance Department.

10. Resubmission

Upon consent of the person hearing the grievance and the grievant, a grievance may be resubmitted to a lower step in the grievance procedure for reconsideration.

11. Miscellaneous

If an employee is given an order that he or she wishes to grieve, the employee must first comply with the order and file a grievance later, unless the employee reasonably believes that the assignment endangers the health and safety of the employee or other or if the employee reasonably believes that the requested assignment violates the employee's constitutional rights.

12. Delegation

The City Manager may delegate non-involved department directors of other management-level employees to act on his or her behalf in this process. The findings and recommendation they render will be advisory to the City Manager, whose ultimate decision will be final and binding.

Section 7 – Training and Education Reimbursement

A. Training

The City may provide employees with training and continuing education opportunities as appropriate. Such opportunities may include lecture courses, demonstrations, conferences, seminars, assignment of reading matter or such other devices as may be available for the purpose of improving the effectiveness and broadening the knowledge of municipal employees in the performance of their respective duties.

Participation in and successful completion of special training courses may be considered in employee advancements and promotions. Evidence of such activity shall be filed by the employee with the Finance Department for inclusion in the employee's personnel file.

B. Textbook and Tuition Reimbursement

1. Policy

Employees shall be encouraged to further their academic education and training in those areas of benefit to both the employee and to the City. All regular employees will be eligible for reimbursement by the City of tuition and specific related textbooks and fees for professional and/or technical courses subject to the following section and conditions or limits prescribed in an MOU.

2. Procedure

Reimbursement may be provided for tuition fees, textbooks, lab fees, parking or other required supplies. An employee is required to have completed his/her original probationary period to be eligible for textbook and tuition reimbursement.

The employee must obtain advance approval from his/her department head and the City Manager before enrolling in a course. To request approval, an employee must complete the application portion of the Class Authorization and Reimbursement Request form and send it to the City Manager for review. The City Manager will approve or deny the request at his/her sole discretion and return the form to the employee.

Reimbursement can be requested by completing the application portion of the pre-approved Class Authorization and Reimbursement Request Form, attaching supporting documentation and submitting the form and documentation to the Finance Department. The employee must provide proof of successful completion of the course(s) with a satisfactory grade (C or better) and proof that payment of fees has been made. The employee may be required to provide detailed class or per unit fees. Reimbursement shall not be provided if the employee is drawing veteran's education benefits or is eligible to receive any other reimbursement for the same course.

Employees are eligible for reimbursement up to a \$1,000 maximum amount per calendar year.

Section 8 – Personnel Records

A. Personnel Records

1. General

The City maintains a personnel file on each employee. An employee's personnel files will contain only material that is necessary and relevant to the administration of the City's personnel program. Personnel files are the property of the City, and access to the information they contain is restricted.

2. Notifying City of Changes in Personal Information

Each employee is responsible to promptly notify the Finance Department of any changes in relevant personal information, including:

- Mailing address
- Telephone number
- Persons to contact in emergency
- Number and names of dependents

3. Location of Personnel Files

Personnel files are kept in the Finance Department at City Hall.

4. Medical Information

a) Separate Confidential Files

All medical information about an employee or applicant is kept separately and is treated as confidential, in accordance with applicable state or federal law.

b) Information in Medical Files

The City will not obtain medical information about an employee or applicant except in compliance with the California Confidentiality of Medical Information Act. To enable the City to obtain certain medical information, the employee or applicant may need to sign an AUTHORIZATION FOR RELEASE OF EMPLOYEE MEDICAL INFORMATION.

c) Access to Medical Information

Access to employee or applicant medical information shall be strictly limited to only those with a legitimate need to have such information for City business reasons, or if access is required by law, subpoena or court order. In the case of an employee with a disability, managers and supervisors may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations.

The City will not provide employee or applicant medical information to a third party (except as permitted under the California Confidentiality of Medical Information Act) unless the employee signs an AUTHORIZATION FOR RELEASE OF EMPLOYEE MEDICAL INFORMATION on the form attached to this rule. The City will release only the medical information that is identified in the employee's authorization. If the employee's authorization indicates any limitations regarding the use of the medical information, the City will communicate those limitations to the person or entity to which it discloses the medical information.

5. References and Release of Information in Personnel Files

a) Public Information

Upon request, the City will release to the public information about its employees as required by the Public Records Act. The City will not disclose personnel information if it believes doing so would constitute an unwarranted invasion of personal privacy.

b) Reference Checks

All requests from outside the City for reference checks or verification of employment concerning any current or former employee must be referred to the Finance Department. Information will be released only if the employee signs an AUTHORIZATION FOR RELEASE OF EMPLOYMENT INFORMATION in the form attached to this rule, except that without such authorization, the following limited information will be provided: dates of employment, and salary upon departure. Department heads and supervisors should not provide information in response to requests for reference checks or verification of employment, unless specifically approved by the Finance Department on a case-by-case basis.

c) Medical Information

Medical information will be released only in accordance with subsection 4 above.

6. Employee Access to Personnel File

a) Inspection of File

An employee may inspect his or her own personnel file, at reasonable times and at reasonable intervals. An employee who wishes to review his or her file should contact the Finance Department to arrange an appointment. The review must be done in the presence of an employee of the Finance Department.

b) Copies

On request, an employee is entitled to receive a copy of any employment-related document he or she has signed. An employee who wishes to receive such a copy should contact the Finance Department.

c) Inspection by Representative

In the event the employee wishes to have another person/representative inspect his or her personnel file, the employee must provide the person/representative with written date, time and place of the inspection in writing. It is the employee's responsibility to notify the person to whom the employee has given written authorization of the date, time and place of the inspection.

d) No Removal

Under no circumstances are the employee and/or the employee's designee permitted to add or remove any document or other item from the employee's personnel file during the inspection.

Section 9 – Additional Benefits

A. Insurance Coverage

The City provides certain insurance coverage to regular full-time and FLSA Exempt employees and their dependents. Additional information regarding coverage waiting periods, fees, etc. may be obtained from the Finance Department. This coverage may be continued under Federal COBRA upon certain qualifying events, *at the employee's expense*, if certain conditions are met.

B. Retirement Coverage

The City provides certain retirement coverage to regular full-time and FLSA Exempt employees. Additional information regarding retirement coverage may be obtained from the Finance Department.

Section 10 – Standards of Conduct

This section applies to all officials and employees of the City. This includes contractors, emergency, temporary and provisional employees.

A. Code of Ethics

1. Each official and employee has an obligation to the citizens, to the people's elected representatives and to fellow employees to meet the highest ethical and professional standards and to enhance the public's respect and trust for the City and its operations.
2. Employees of the City have responsibilities unique from their counterparts in private industry. Employment with the City carries an obligation of personal integrity and conduct that serves to establish public respect, confidence, and trust.
3. Employees represent the City and the quality of City service is judged through their performance and conduct. The citizens of the City of Tehachapi have the right to expect that City employees will provide services in an efficient, thorough and courteous manner. It is intended that the rules and procedures which follow will assist employees in maintaining high ethical standards and proper job performance, and in avoiding potential conflicts of interest both in fact and appearance.
4. The City, as condition of employment, expects to receive from the employee:
 - a) Initiative and a conscientious effort to perform productive work.
 - b) Cooperative, positive, responsive, and courteous relations with fellow employees, supervisors, subordinates, and the public.
 - c) A continuous effort to strive for greater knowledge and skill on the job in order to maintain performance at a high level.
 - d) Compliance with all policies, regulations, rules of conduct and ordinances established by the City.
 - e) Responsible work habits demonstrated by:
 - i. Dependability, promptness, reliability.
 - ii. Keeping informed of developments and matters affecting job performance.
 - iii. Being flexible and adaptable to change.
 - iv. Accepting constructive suggestions and criticism.
 - v. Neat and clean grooming and attire appropriate to the job assignment.
 - vi. Prescribed uniforms and safety equipment must be worn when applicable.
 - vii. Effectively implementing the official policies of the City when serving in their official capacity with customers, clients, and the public and/or when identifying themselves as City employees in the course of their work.

B. Gifts and Gratuities

No official or employee shall accept a fee, compensation, gift, payment of expenses or any other thing of monetary value in any circumstances in which acceptance may result in or create the appearance of any one or more of the following:

1. Use of public office and/or employment for personal or private gain.
2. Preferential treatment of any person.
3. Loss of complete independence or impartiality.
4. Make a City decision outside of official channels.
5. Reduction of public confidence in the integrity of City government and/or its employees.
6. Impeding government efficiency or economy.

Employees who are designated in the City's conflict of interest code shall follow all guidelines in accordance with applicable state law.

C. Employee Political Activities Policy

1. Policy

The City prohibits:

- a) Employees and officers from engaging in political activities during work hours.
- b) Political campaigning in City buildings or on premises adjacent to City buildings.
- c) An employee or officer from using his or her office to coerce or intimidate public employees to promote, propose, oppose, or contribute to any political cause or candidate.

2. Examples of Prohibited Conduct

- a) Participate in political activities of any kind while in uniform.
- b) Participate in political activities during working hours.
- c) Participate in political activities on City worksites.
- d) Place or distribute political communications on City property.
- e) Use equipment to make political communications.
- f) Solicit a political contribution from an officer or employee of the City, or from person on a City employment list, with knowledge that the person from whom the contribution is solicited is a City officer or employee.
- g) Favor or discriminate against any employee because of political opinions or affiliations.
- h) Interfere with any elections.
- i) Attempt to trade job benefits for votes.

3. Examples of Permitted Conduct

- a) Express opinions on all political subjects or candidates.
- b) Become a candidate for any local, state, or national election.
- c) Contribute to political campaigns.

- d) Join and participate in the activities of political organizations.
- e) Request, during off-duty time, political contributions, through the mail or other means, from City officers or employees if the solicitation is part of a solicitation made to a significant segment of the public which may include City officers or employees.
- f) Solicit or receive, during off-duty time, political contributions from a City employee organizations if the funds, when collected, were not earmarked for a clearly identifiable candidate for a federal, state or local office.
- g) Solicit or receive, during off-duty time, political funds or contributions to promote the passage or defeat of a ballot measure which would affect the rate of pay, hours of work, retirement, civil service, or other working conditions of City officers or employees.

D. Outside Employment

No employee shall engage in outside employment which is inconsistent, incompatible, in conflict with or which will lessen his/her effectiveness as a City employee.

1. Approval Process

To gain approval for outside employment, an employee must first file an Outside Employment Authorization Request form with his/her department head. Outside employment is not permitted until the employee received authorization from the department head and the City Manager.

2. Restrictions

No City-owned equipment, vehicles, tools or supplies shall be used by any employee while the employee is engaged in any outside employment or activity. No work related to outside employment shall be performed while an employee is being compensated by the City for performing work.

Employees shall not use the influence of City employment for personal gain nor perform work subject to City inspection.

An employee will not engage in outside employment while on Industrial Disability Leave (workers' compensation leave) status with the City. Under special circumstances of undue hardship, the City Manager may consider authorizing outside employment upon request.

3. Revocation

Approval may be rescinded at any time if, in the judgment of the department head, the outside employment is inconsistent with, incompatible with, in conflict with, or harmful or unfavorable to the employee's duties as a City employee.

E. Drug and Alcohol-Free Workplace Policy

The City of Tehachapi is concerned about employees being under the influence of alcohol, drugs and/or controlled substances at work. The purpose of this policy is to promote a drug and alcohol-free workplace and to eliminate substance abuse and its effects in the workplace.

1. Policy

- a) The manufacture, distribution, dispensation, possession, or use of alcohol or any controlled substance is prohibited in both City workplaces and wherever City business is performed.
- b) A City employee is prohibited from working or being subject to call in if impaired by alcohol or any controlled substance.
- c) An employee must notify his/her supervisor before beginning work when taking medications or drugs which could interfere with the safe and effective performance of duties or operation of City equipment. If there is a question regarding an employee's ability to perform assigned duties safely and effectively while using prescribed medications, the City may require medical clearance.
- d) Compliance with this policy is a condition of City employment. Disciplinary action will be taken against those who violate this policy.
- e) Employees who are required to participate in the City's "Federally Mandated Commercial Drivers License Holders Drug/Alcohol Testing Education Program" are subject to requirements contained in this policy as well as the mandated policy.

2. Scope of Policy

This policy applies to all City employees when they are on City property or when performing City-related business elsewhere.

3. Searches

In order to promote a safe, productive and efficient workplace, the City has the right to search and inspect all City property, including but not limited to lockers, storage areas, furniture, City vehicles, and other places under the common control of the City, or joint control of the City, and employees. No employee has any expectation of privacy in any City building, property, or communications system.

4. Drug and Alcohol Testing

Except as provided otherwise in a memorandum of understanding, or as modified for employees who are required to participate in the City's "Federally Mandated Commercial Drivers License Holders/Alcohol Testing Education Program," the City has discretion to test a current employee for alcohol or drugs in the following instances:

a) Reasonable Suspicion Testing

The City may require a blood test, urinalysis, or other drug and/or alcohol screening of those persons reasonably suspected of using or being under the influence of a drug or alcohol at work. Testing must be approved by the City Manager, the department director, or a designee.

"Reasonable suspicion" is based on objective factors, such as behavior, speech, body odor, appearance, or other evidence of recent drug or alcohol use which would lead a reasonable person to believe that the employee is under the influence of drugs or alcohol at work. In order to receive authority to test, the supervisor must record the factors that support reasonable suspicion and discuss the matter with the City Manager or department director. If there is a reasonable suspicion of drug or alcohol abuse at work, the employee will be relieved from duty and placed on sick leave until the test results are received.

b) Post-Accident Testing

The City may require alcohol or drug screening following any work-related accident or any violation of safety precautions or standards, whether or not an injury resulted from the accident or violation, provided that the “reasonable suspicion” factors described above are present.

5. Employee’s Responsibilities

A City employee must:

- a) Not report to work or be on standby or on-call status while his or her ability to perform job duties is impaired due to on or off duty alcohol or drug use.
- b) Not possess or use controlled substances (illegal drugs or prescription drugs without a prescription) at any time, or use alcohol at any time while on City property or while on duty for the City at any location.
- c) Not directly or indirectly through a third party manufacture, sell, distribute, dispense, or provide controlled substances to any person, including any employee, at any time; or manufacture, sell, distribute, dispense or provide alcohol to any employee while either or both are on duty.
- d) Notify his or her supervisor, before beginning work, when taking any medications or drugs, prescription or nonprescription, which may interfere with the safe and effective performance of duties or operation of City equipment.
- e) Notify the department director of any criminal conviction for a drug violation that occurred in the workplace within no more than five days after such conviction.
- f) Notify the supervisor immediately of facts or reasonable suspicion when he or she observes behavior or other evidence that a fellow employee poses a risk to the health and safety of the employee or others.
- g) Consent to drug or alcohol testing and searches pursuant to this policy.
- h) Follow the City’s drug and alcohol-free workplace policy.

6. Management Employee Responsibilities

City management employees must:

- a) Notify the state or federal granting agency which has funded the work or program, if any, of any criminal drug statute convictions for a violation that occurred at a site where work is/was being done with a specific grant or contract.
- b) Record factors supporting “reasonable suspicion” as defined above and consult with other management staff in order to determine whether there is reasonable suspicion to test an employee as described by this policy.
- c) Take appropriate disciplinary action up to and including termination for any criminal drug statute conviction that has a nexus to the employee’s employment, or require that the convicted employee participate satisfactorily in a drug abuse assistance or rehabilitation program as a condition for returning to duty.
- d) Take appropriate disciplinary action for any violation of this policy consistent with existing discipline procedures.
- e) Enforce this policy.
- f) Report any suspected violation of this policy to the City Manager.
- g) Any manager or supervisor who knowingly permits a violation of this policy by any employee shall be subject to disciplinary action.

7. Drug-free Awareness Program

The following is the City's drug-free awareness program:

- a) Distribution of brochures on the dangers of drug abuse to each City employee and volunteer.
- b) Notification to each City employee and volunteer of the availability of counseling and treatment of drug-related problems through the City's Employee Assistance Program provider.

F. Harassment/Discrimination/Retaliation Prevention Policy

It is the City's intent and the purpose of this Policy to provide all employees, applicants, and contractors with an environment that is free from any form of discriminatory harassment, discrimination or retaliation as defined in this Policy. This Policy prohibits harassment or discrimination on the basis of any of the following classifications: an individual's race, religion, color, sex, gender identity, sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, citizenship status, uniformed service member status, marital status, pregnancy, age, medical condition, genetic information, and physical or mental disability (whether perceived or actual) or any other category protected by law. It is also the policy of the City to provide a procedure for investigating alleged harassment, discrimination and retaliation in violation of this Policy. The protection from discrimination includes protection from retaliation for having taken action either as a complainant, or for assisting a complainant in taking action, or for acting as a witness or advocate on behalf of an employee in a legal or other proceeding to obtain a remedy for a breach of this policy.

1. Policy

The City has zero tolerance for any conduct that violates this Policy. Conduct need not rise to the level of a violation of law in order to violate this Policy. Instead, a single act can violate this Policy and provide grounds for discipline or other appropriate sanctions. If the employee is in doubt as to whether or not any particular conduct may violate this Policy, do not engage in the conduct, and seek guidance from a supervisor or the City Manager.

2. Definitions

a) Protected Classifications

This Policy prohibits harassment or discrimination because of an individual's protected classification(s). "Protected Classification" includes race, religion, color, sex, gender identity, sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, citizen status, uniformed service member status, marital status, pregnancy, age, medical condition, genetic information, and physical or mental disability (whether perceived or actual).

b) Policy Coverage

This Policy prohibits elected officials, officers, employees and contractors from harassing or discriminating against applicants, officers, officials, employees and contractors because: (1) an individual's protected classification, (2) of the perception of an individual's protected

classification, or (3) the individual associates with a person who has or is perceived to have a protected classification.

c) **Discrimination**

This Policy prohibits treating individuals differently because of the individual's protected classification as defined by this Policy.

d) **Harassment**

Harassment means unsolicited words or conduct which subjectively and objectively offend another person. Harassment includes, but is not limited to, the following examples or behavior undertaken because of an individual's protected classification:

- i. **Verbal Harassment**, such as epithets (nicknames and slang terms) derogatory or suggestive comments, propositioning, jokes or slurs, or graphic verbal commentaries about an individual's body on the basis of his or her protected classification. Verbal harassment includes comments on appearance and stories that tend to disparage those of a protected classification.
- ii. **Visual Forms of Harassment**, such as derogatory posters, notices, bulletins, cartoons, drawings, sexually suggestive object, or e-mails on the basis of a protected classification. Visual harassment includes mimicking the way someone walks or talks because of their protected classification.
- iii. **Physical Harassment**, such as assault, touching, impeding or blocking movement, grabbing, patting, leering, making express or implied job- related threats in return for submission to physical acts, taunting, or any physical interference with normal work or movement based on an individual's protected classification.
- iv. **Sexual Harassment**, such as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature or any of the above described conduct when;
 - Submission to such conduct is either an expressed or implied term or condition of an individual's employment, or
 - Submission to or rejection of such conduct is used as the basis for employment decisions affecting such individual, or
 - Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating a hostile, intimidating or offensive work environment.
 - By definition, sexual harassment is not within the course and scope of an individual's employment with the City of Tehachapi.

3. Romantic and Sexual Relationships between Supervisors and Subordinates

Romantic or sexual relationships between supervisors and subordinate employees are prohibited. There is an inherent imbalance of power and potential for exploitation in such relationships. The relationship may create an appearance of impropriety and lead to charges of favoritism by other employees. A welcome sexual relationship may change, with the result that sexual conduct that was once welcome becomes unwelcome and harassing.

4. Retaliation

Retaliation against a person (or his or her associates) who reports or provides information about harassment or discrimination is strictly prohibited. Any act of reprisal violates this Policy and will result in appropriate disciplinary action. Examples of actions that might be retaliation against a complainant, witness or other participant in the complaint process include: (1) singling a person out for harsher treatment; (2) lowering performance evaluation; (3) failing to hire, failing to promote, withholding pay increases, assigning more onerous work, abolishing a position, demotion or discharge; or (4) real or implied threats of intimidation to prevent an individual from reporting harassment or discrimination.

Any act of retaliation will be treated as a separate and distinct incident, regardless of the outcome of the harassment or discrimination complaint.

5. Reporting Harassment, Discrimination or Retaliation

An applicant, employee, officer or contractor who feels he or she has been harassed, discriminated against or retaliated against in violation of this policy should report the conduct immediately as outlined below so that the complaint can be resolved quickly and fairly. All employees involved in the complaint process may be represented by a person of their choosing and at their own expense.

a) Object to the Conduct

Sometimes an individual is unaware that his/her conduct is offensive. The offensive behavior may be eliminated by simply informing the offender that the conduct or language in question is unwelcome and offensive and request that it be discontinued immediately. A person who believes he/she is being harassed is encouraged to use this process.

When the conduct in question continues after the offending person has been informed it is offensive, or if a person does not feel comfortable talking to the offending person directly, the employee should make a report in accordance with subsection 2 below or go directly to the formal reporting process.

b) Oral Report

If a person who believes that this Policy has been violated does not want to confront the offending person, he/she should report the conduct to a supervisor, department head or any City management employee. The individual may also seek the advice, assistance or consultation of supervisor, department head, or any City management employee. Any supervisory or management employee who receives such a report must in turn direct it to the City Manager. The City Manager will determine what level of investigation and response is necessary.

c) Written Process

An individual who believes this Policy has been violated may provide a written complaint to a supervisor, department head or any management employee who in turn must direct the complaint to the City Manager. Individuals are encouraged to use the Confidential Complaint Form for this purpose.

d) Option to Report to Outside Administrative Agencies

Applicants, employees, officers and contractors have the option to report harassment, discrimination, or retaliation to the U.S. Equal Employment Opportunity Commission (EEOC) or the California Department of Fair Employment and Housing (DFEH).

6. City Response to Complaint of Harassment, Discrimination or Retaliation

a) Investigation

Upon receipt of a complaint or alleged harassment, discrimination or retaliation, the City Manager will be responsible for coordinating a thorough investigation (unless he/she is named in the complaint). The City Manager may coordinate the investigation with the complainant's department head and may hire an outside investigator if the city deems it appropriate. The type of investigation undertaken, and the party chosen to conduct the investigation will depend on the nature of the complaint made and will be determined by the City Manager. The City Manager will report the status of investigations as appropriate. The City Manager may take interim action to diffuse volatile circumstances.

The investigator will review the complaint allegations. The investigation will normally include interviews with the reporting individual, the accused, and any other person who is believed to have relevant knowledge concerning the allegations. The investigator will remind all witnesses to maintain the confidentiality of the interview and that retaliation against those who report alleged harassment or discrimination or who participate in the investigation is prohibited.

The City takes a proactive approach to potential Policy violations and will conduct an investigation if its officers, supervisors, or managers become aware that harassment, discrimination or retaliation may be occurring, regardless of whether or not the recipient of the alleged action or a third party reports a potential violation.

b) Remedial and Disciplinary Action

If the investigation determines that the alleged conduct occurred and that the conduct violated this Policy, the City will notify the complainant and perpetrator of the general conclusion(s) of the investigation and take effective remedial action that is designed to end the violation(s). Any employee or officer determined to have violated this Policy will be subject to disciplinary action, up to and including termination. Disciplinary action may also be taken against any supervisor or manager who condones or ignores potential violations of this Policy. Any official or contractor found to have violated this Policy will be subject to appropriate sanctions.

c) Closure

At the conclusion of the investigation, the City Manager will notify the complainant in general terms of the outcome of the investigation.

d) Confidentiality

Every possible effort will be made to assure the confidentiality of complaints made under this Policy. Complete confidentiality cannot occur, however, due to the need to fully investigate potential Policy violations and take effective remedial action. An individual who is interviewed during the course of an investigation is prohibited from discussing the substance of the interview, except as otherwise directed by a supervisor or the City Manager. Any individual who discusses the content of an investigatory interview will be subject to discipline or other

appropriate sanction. The city will not disclose a completed investigation report except as it deems necessary to support a disciplinary action, to take remedial action, to defend itself in adversarial proceedings, or to comply with the law or a court order.

7. Responsibilities of Employees, Management and Supervisory Employees

a) Employees

In order to establish and maintain a professional working environment, while at the same time preventing harassment, discrimination, and retaliation, employees are expected to:

- i. Set an example of acceptable conduct by not participating in or provoking behavior that violates this Policy. Try not to be angry or insulted if an individual tells you that your behavior is offensive. People have different ethical values and standards and may be offended by behavior you think is proper. Tell the individual you did not realize your behavior was offensive and immediately cease the conduct.
- ii. Let fellow employees know when behavior is considered offensive. The City hires people from a wide variety of cultural and ethnic backgrounds and an individual may not realize behavior he or she thinks is proper could be seen by others as offensive.
- iii. Report harassment, discrimination or retaliation as quickly as possible, whether the employee is the target of the conduct or a witness.
- iv. If an employee witnesses harassment, he or she should tell the individual being harassed that the City has a policy prohibiting such behavior, and that he or she can demand that the harasser cease the behavior.
- v. Maintain confidentiality as required by this Policy.
- vi. Fully cooperate with the City's investigation of complaints made under the Policy.

b) Managers and Supervisors

In addition to the responsibilities listed above, managers and supervisors are responsible for the following:

- i. Implementing this Policy by taking all complaints seriously and modeling behavior that is consistent with this Policy. Direct all complaints to the City Manager.
- ii. Taking positive steps to eliminate any form of harassment, discrimination or retaliation observed or brought to his/her attention.
- iii. Making sure no department director, supervisor or other employee retaliates through any action of intimidation, restraint, coercion or discrimination.
- iv. Monitoring the work environment and taking appropriate action to stop potential Policy violations.
- v. Following up with those who have complained to ensure the behavior complained of has ceased.
- vi. Informing complainants of their option to contact the EEOC or DFEH regarding a potential Policy violation.

8. Mandatory Training

As part of its commitment to ensuring a work environment free from harassment and discrimination, the City requires that all of management and supervisory employees receive training on this Policy at least once every two years. The Finance Department will schedule

training sessions each year to ensure that employees are able to complete the mandatory training. Attendance at the training will be documented.

G. Policy Against Retaliation

It is the policy of the City to prohibit the taking of any adverse employment action against those who in good faith report, oppose, or participate (as witnesses or accused) in investigations into complaints of alleged violations of City policy or state or federal law in retaliation for that reporting, opposition, or participation. Disciplinary action, up to and including termination, will be taken against an employee or officer who is found to have violated this Policy. Any elected official or contractor who violates this Policy Against Retaliation will be subject to appropriate sanctions.

1. Policy Coverage

This Policy Against Retaliation prohibits city officials, officers, employees, or contractors from retaliating against applicants, officers, officials, employees, or contractors because of any of the protected activity as defined herein.

2. Definitions

- a) "Protected activity" includes any of the following:
 - i. Filing a complaint with a federal or state enforcement or administrative agency.
 - ii. Participating in or cooperating with a federal or state enforcement agency that is conducting an investigation of the City regarding unlawful activity.
 - iii. Testifying as a party, witness, or accused regarding alleged unlawful activity.
 - iv. Associating with another employee who is engaged in any of the protected activities enumerated here.
 - v. Making or filing an internal complaint with the City regarding unlawful activity.
 - vi. Providing informal notice to the City regarding alleged unlawful activity.
 - vii. Calling a governmental agency's "Whistleblower hotline".
 - viii. Filing a written complaint under penalty of perjury that the agency has engaged in "gross mismanagement, a significant waste of public funds, or a substantial and specific danger to public health or safety".

- b) "Adverse action" may include, but is not limited to, any of the following:
 - i. Real or implied threats of intimidation to attempt or prevent an individual from reporting alleged wrongdoing or because of protected activity.
 - ii. Refusing to hire an individual because of a protected activity.
 - iii. Denying promotion to an individual because of protected activity.
 - iv. Taking any form of disciplinary action because of protected activity.
 - v. Extending a probationary period because of protected activity.
 - vi. Altering work schedules or work assignments because of protected activity.
 - vii. Condoning hostility and criticism of co-workers and third parties because of protected activity.

3. Complaint Procedure

An applicant, employee, officer, official, or contractor who feels he or she has been retaliated against in violation of this Policy should immediately report the conduct according to the City's Harassment Complaint procedure so that the complaint can be resolved fairly and quickly.

H. Dress Code

Employees of the City are required to dress appropriately for the jobs they are performing. Therefore, failure to follow the dress regulations contained in this section shall be grounds for discipline.

1. All clothing must be neat, clean and in good repair.
2. Prescribed uniform and safety equipment must be worn when required.
3. Footwear must be appropriate for the work environment and functions being performed.
4. Hair must be neat, clean and well groomed.
5. Beards, mustaches and sideburns must be maintained in a neat and well-groomed fashion.
6. Jewelry is acceptable except in areas where it constitutes a health or safety hazard.
7. Good personal hygiene is required.
8. Dress must be appropriate to the work setting, particularly if the employee deals with the public.

I. Uniform, Official Badge or Insignia

No official or employee who wears a uniform, badge or other official insignia as evidence of his/her authority and identity shall permit such uniform or insignia to be used or worn by any other person without approval by the employee's Department Head. The Department Head shall not grant such approval except to persons regularly and formally appointed to the position designated by the badge or insignia.

J. Uniform/Uniform Allowance Policy

Uniform or Uniform Allowance will be provided to each eligible employee as provided in their department policy.

K. Tattoo Policy

1. No tattoos are allowed anywhere on the head, face, or neck.
2. Any visible tattoos cannot be obscene, sexually explicit, discriminatory as to sex, sexual orientation, race, religion, or national origin, extremist, and/or gang-related.
3. No visible tattoos shall be larger than 4 by 6 inches.
4. Any non-conforming tattoos must be covered with clothing or a bandage while at work or removed.
5. If an employee has a question about how the tattoo policy applies to them, the matter should be immediately raised with their supervisor for consideration and determination.

L. Piercing Policy

1. No objects, articles, jewelry or ornamentation of any kind shall be attached to or through the skin if visible on any body part including the tongue or any part of the mouth except that an employee may wear one set of reasonably-sized earrings in the ear lobes.
2. Any non-conforming piercing shall be removed, covered with a bandage, or replaced with a clear, plastic spacer.
3. If any employee has a question about how the piercing policy is applicable to them, the matter should be immediately raised with their supervisor for consideration and determination.

M. Workplace Security Policy

1. Policy

The City is committed to providing a safe and secure workplace for employees and the public. The City will not tolerate acts or threats of violence in the workplace. The workplace includes any location where City business is conducted, including vehicles and parking lots. Any violation of this policy may lead to criminal prosecution, and/or disciplinary action, up to and including termination.

2. Prohibited Behavior

- a) Employees are prohibited from engaging in or promoting acts of intimidation, violence, threats, coercion, assault and/or abusive behavior toward any person while in the course of City employment. The City has zero tolerance for any conduct that references workplace violence, even if it was intended to be harmless, humorous, a prank, blowing off steam, or venting.
- b) Employees engaged in City business are prohibited from carrying weapons in violation of any law or this policy unless weapons are required for performance of the job. Employees who have legal authority to carry a weapon shall notify the department director in writing of what type of weapon is being carried. Employees who have legal authority to carry weapons violate this policy if they: accidentally discharge or lose their weapon; use, threaten to use, or display the weapon for a job related reason; or violate any law related to carrying a legal weapon while engaged in City business.

3. Definitions

- a) "Workplace Violence" is any conduct that causes an individual to reasonably fear for his or her personal safety or the safety of his or her family, friends, and/or property. Specific examples of workplace violence include, but are not limited to, the following:
 - b) Threats or acts of physical harm directed toward an individual or his/her family, friends, associates, or property.
 - c) The destruction of, or threat of destruction of City property or another employee's property.
 - d) Harassing or threatening phone calls.
 - e) Surveillance.
 - f) Stalking.
 - g) Possession of offensive or defensive weapons (firearms, illegal knives, clubs, mace, pepper spray, tear gas, etc.) unless specifically required or authorized and approved by the City Manager. Weapons are defined as firearms, chemical sprays, clubs or

batons, and knives, and any other device, tool, chemical agent or implement that can cause bodily harm if used as a weapon or displayed in such a manner to cause harm or threaten a person with harm.

4. Incident Reporting Procedures

- a) Employees must immediately report workplace violence to their supervisor or department director. The supervisor or department director will report the matter to the City Manager.
- b) The City Manager will document the incident, including the employee names(s), date/time, location, incident description, witness names and statements, descriptions of unidentified parties, description of the act(s) and/or behavior arising from the incident, action taken, and provide any other relevant information regarding the incident.
- c) The City Manager will take appropriate steps to provide security, such as:
 - i. Placing the employee alleged to have engaged in workplace violence on administrative leave, pending investigation.
 - ii. Asking any threatening or potentially violent person to leave the site.
 - iii. Immediately contacting an appropriate law enforcement agency.

5. Investigation

The City Manager will see that reported violations of this policy are investigated as necessary.

6. Management Responsibility

Each department director has authority to enforce this policy by:

- a) Training supervisors and subordinates about their responsibilities under this policy.
- b) Assuring that reports of workplace violence are documented accurately and timely.
- c) Notifying the City Manager and/or law enforcement authorities of any incidents.
- d) Making all reasonable efforts to maintain a safe and secure workplace.
- e) Maintaining records and follow up actions as to workplace violence reports.

7. Follow-Up and Disciplinary Procedures

An employee found in violation of this policy will be subject to disciplinary action, up to and including termination of employment. The City may also direct that an employee submit to a fitness for duty examination. In addition, employees found in violation of this policy may be subject to criminal prosecution.

N. Use of City Property and Equipment

1. Policy

- a) City property is to be used only for conducting City business unless otherwise authorized. City property includes, but is not limited to: telephones, cell phones, desks, computers (including hardware and software), file cabinets, lockers, communications stored or transmitted on City property (such as e- and voice- mails), vehicles and any other City property used by City employees in their work. Employees do not have a reasonable expectation of privacy in City property or equipment.
- b) City property may be monitored and searched at any time and for any reason.

- c) Messages sent or received on City equipment including cell phones may be saved and reviewed by others. As a result, City employees have no expectation of privacy in the messages sent or received on City property or equipment.
- d) Every City employee is required to adhere to all City rules and policies while on City property or using City property or equipment.

2. Use of Communications Equipment

a) Minimal Personal Use of Communications Equipment Permitted

City employees may use City telephones and e-mail for personal use provided that the use:

- i. is kept to a minimum and limited to break times or non-work hours;
- ii. does not have any impact upon other City employees or operations;
- iii. allows the employee to more efficiently perform City work; and
- iv. is not abusive, illegal, or inappropriate.

b) Inappropriate Use of Communications Equipment Prohibited

The following are examples of inappropriate and prohibited uses of the City's communications systems:

- i. Exposing others, either intentionally or unintentionally, to material which is offensive, obscene or in poor taste.
- ii. Any use that would be offensive to a reasonable person because it involves an individual's race, religion, color, sex, gender identity, sexual orientation (including heterosexuality, homosexuality and bisexuality), ethnic or national origin, ancestry, citizenship status, uniformed service member status, marital status, family relationship, pregnancy, age, medical condition (cancer or HIV/AIDS related, genetic characteristics, and physical or mental disability (whether perceived or actual).
- iii. Communication of confidential City information to unauthorized individuals within or outside the City.
- iv. Sending messages with content that conflicts with any City policies, rules or other applicable laws.
- v. Unauthorized attempts to access City data or systems.
- vi. Theft or unauthorized copying of electronic files or data.
- vii. Initiating or sustaining chain letters.
- viii. Intentionally misrepresenting one's identity for improper or illegal acts.

3. Use of City-owned Vehicles

All City-owned vehicles are to be treated with care and consideration. It is the policy of the City to prohibit defacing such vehicles in any way, including the placement of decals or bumper stickers anywhere on the vehicle, with the exception of decals or bumper stickers required for disabled employees.

City-owned vehicles, assigned to individual employees, shall be driven from the employee's home to work site and work site to home only or de minimis personal use (such as a stop for personal errand).

Employees who take home a City-owned vehicle must account on their time card for days vehicle is taken home and will be taxed for use per IRS Publication 15-B.

Those employees operating these vehicles on a daily basis are responsible for maintaining a clean vehicle and checking basic maintenance daily. Maintenance will be provided by the City.

All City-owned vehicles are to be driven by authorized employees only; no other individuals are permitted to drive City vehicles. Also note that under limited circumstances are individuals other than City employees to be present in City vehicles. Employees driving City-owned vehicles or riding in City-owned vehicles should not be under the influence of alcoholic beverages or any other controlled substance while in City-owned vehicles. If an employee has questions regarding this policy, the City Manager is to be contacted.

All employees who drive City-owned vehicles or personal vehicles for City purposes must notify the City Manager immediately if their driver license expires, is suspended or revoked

All employees who operate City-owned vehicles or a personal vehicle for City business must possess a valid driver's license and a driving record acceptable to both the City and the City's insurance carrier. Individuals driving a personal vehicle for City business must maintain appropriate automobile insurance.

4. Hands-Free Phone Use While Driving

All employees who drive either a City vehicle or personal vehicle during working hours must comply with the State of California's hands-free driving law. The City expects employees to use their cell phone/smart-phone hands-free while driving or after they have pulled off the road and parked their vehicle. Failure to comply with this law will result in disciplinary action.

5. Membership, Credit and Gasoline Cards

Membership, credit and gasoline cards will be issued to specific employees who either travel on a regular basis or have the need to frequently purchase supplies or services. These cards should be used only as specified in the City of Tehachapi Credit Card Policy. Misuse of these cards in any way is cause for disciplinary action, including termination.

6. Damage, Theft or Loss of City-issued Equipment

Employees are responsible for maintaining adequate physical protection of both the equipment issued to them by the City. Employees shall immediately notify their department head if any city owned equipment is damaged, lost or stolen.

The department head and possibly the City Manager will review the circumstances surrounding the damage or loss of City equipment and will determine if any repair/replacement cost will be charged to the employee. Employee negligence, carelessness or recklessness will result in the employee being held responsible for repair/replacement of damaged, lost or stolen equipment.

7. Return of Property

Upon termination of employment, all City equipment and property must be immediately returned to the employee's department head.

O. Smoking in the Work Place

Smoking is prohibited inside and within twenty feet of a main exit, entrance or operable window of all City facilities. Smoking is also prohibited in City vehicles and while working on any job site.



APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____

[Handwritten signature]

COUNCIL REPORTS

MEETING DATE: JUNE 6, 2016 **AGENDA SECTION:** City Manager

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: GREG GARRETT, CITY MANAGER

DATE: JUNE 2, 2016

SUBJECT: LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 1

BACKGROUND

This action by the City Council initiates the process and declares the City's intention to levy assessments within the Landscaping and Lighting District No. 1. This action also sets the time and place for the public hearing on this issue.

The total annual maintenance and administration costs to the District are \$262,608.21. Annual District costs are funded through the assessments placed on the property tax bills.

OPTIONS

There are no alternate options for this item.

RECOMMENDATION

ADOPT THREE RESOLUTIONS: (1) INITIATING PROCEDURES FOR LEVY AND COLLECTION OF ASSESSMENTS FOR THE FISCAL YEAR 2016/2017; (2) PRELIMINARY APPROVAL OF THE ENGINEER'S REPORT, AND (3) DECLARING THE CITY'S INTENTION TO LEVY AND COLLECT ASSESSMENTS, WHICH SETS THE TIME AND PLACE OF THE PUBLIC HEARING FOR MONDAY, JUNE 20, 2016 AT 6:00 P.M.

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TEHACHAPI, CALIFORNIA INITIATING PROCEEDINGS FOR THE
LEVY AND COLLECTION OF ASSESSMENTS FOR LANDSCAPING
AND LIGHTING DISTRICT NO. 1, FISCAL YEAR 2016/2017,
PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF
THE CALIFORNIA STREETS AND HIGHWAYS CODE**

WHEREAS, The City Council by previous Resolutions formed and levied annual assessments for the Landscaping and Lighting District No. 1 (hereafter referred to as the "District"), pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with section 22500) (hereafter referred to as the "Act"); and,

WHEREAS, the Act provides the City Council the authority to annually levy and collect assessment for the District on the Kern County tax roll on behalf of the City of Tehachapi to pay the maintenance and services of the improvements and facilities related thereto; and,

WHEREAS, the City Council has retained Willdan Financial Services for the purpose of assisting with the Annual Levy of the District, to prepare and file an Engineer's Annual Levy Report (hereafter referred to as the "Engineer's Report") with the City Clerk in accordance with the Act.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE DISTRICT, PURSUANT TO CHAPTER 3, SECTION 22624 OF THE ACT, AS FOLLOWS:

Section 1: The above recitals are true and correct.

Section 2: The City Council hereby orders Willdan Financial Services to prepare and file with the City Clerk the Engineer's Report concerning the levy of assessments for the District for the fiscal year commencing July 1, 2016, and ending June 30, 2017, in accordance with Chapter 3, Section 22622 of the Act.

Section 3: The proposed improvements within the District include: landscaping and park improvements, including but not limited to maintenance, ground cover, shrubs, trees, plants, drainage systems, irrigation systems, ornamental lighting systems, masonry walls or other fencing and associated appurtenances with said improvements. Lighting improvements may include, but are not limited to, electrical energy, lighting fixtures, poles, meters, conduits, electrical cable and associated appurtenances with said improvements. The Engineer's Report describes the improvements and any substantial changes in existing improvements.

Section 4: Assessments: The City Council hereby determines that to provide the improvements generally described in Section 3 of this resolution and to be detailed in the Engineer's Report, it is necessary to levy and collect assessments against lots and parcels within the District for fiscal year 2015/2016 and said assessments shall be outlined and described in the Engineer's Report and imposed pursuant to the provisions of the Act and the California Constitution Article XIID.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Tehachapi on the 6th day of June, 2016 by the following vote:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

Susan Wiggins, Mayor
of the City of Tehachapi, California

ATTEST:

Tori Marsh
City Clerk of the City of Tehachapi, California

I hereby certify that the foregoing resolution was duly and regularly adopted by the City Council of the City of Tehachapi at a regular meeting thereof held on June 6, 2016.

Tori Marsh
City Clerk of the City of Tehachapi, California

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TEHACHAPI, CALIFORNIA FOR PRELIMINARY APPROVAL OF THE
ENGINEER'S REPORT REGARDING THE PROPOSED LEVY AND
COLLECTION OF ASSESSMENTS FOR THE LANDSCAPING AND
LIGHTING DISTRICT NO. 1, FISCAL YEAR 2016/2017**

WHEREAS, this City Council pursuant to provisions of the Landscaping and Lighting Act of 1972 (commencing with Section 22500) of Division 15 of the California Streets and Highways Code (hereafter referred to as the "Act") did by previous Resolution, order the preparation of an Engineer's Annual Levy Report (hereafter referred to as the "Engineer's Report") for the District known and designated as the Landscaping and Lighting District No. 1 (hereafter referred to as the "District") for fiscal year 2015/2016; and,

WHEREAS, The City Council pursuant to provisions of the Act proposes to levy and collect assessments against lots and parcels of land within the various Tracts of the District for the fiscal year 2016/2017, to pay the maintenance, servicing and operation of the improvements related thereto, and

WHEREAS, there has now been presented to this City Council the Engineer's Report as required by Chapter 3, Section 22623 of said Act; and,

WHEREAS, this City Council has examined and reviewed the Engineer's Report as presented. This City Council is preliminarily satisfied with the budget items and documents as set forth therein and is satisfied that the levy amounts have been spread in accordance with the special benefit received from the improvements, operation, maintenance and services to be performed within the District, as set forth in said Report

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE DISTRICT, AS FOLLOWS:

Section 1: That the above recitals are true and correct.

Section 2: That the "Engineer's Report" as presented, consists of the following:

- a) A Description of Improvements.
- b) The Annual Budget (Costs and Expenses of Services, Operations and Maintenance).
- c) A diagram of the District that identifies the parcels within the District.
- d) The District Roll containing the proposed levy of assessments for each Assessor Parcel within the District for fiscal year 2016/2017.

Section 3: The "Engineer's Report" as presented or as amended is hereby approved on a preliminary basis, and ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

Section 4: That the City Clerk shall certify to the passage and adoption of this Resolution and the minutes of this meeting shall so reflect the presentation of the Report.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Tehachapi on the 6th day of June, 2016 by the following vote:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

Susan Wiggins, Mayor
of the City of Tehachapi, California

ATTEST:

Tori Marsh
City Clerk of the City of Tehachapi, California

I hereby certify that the foregoing resolution was duly and regularly adopted by the City Council of the City of Tehachapi at a regular meeting thereof held on June 6, 2016.

Tori Marsh
City Clerk of the City of Tehachapi, California

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TEHACHAPI, CALIFORNIA DECLARING ITS INTENTION TO LEVY
AND COLLECT ASSESSMENTS FOR THE LANDSCAPING AND
LIGHTING DISTRICT NO. 1 FOR FISCAL YEAR 2016/2017**

WHEREAS, The City Council has by previous Resolution initiated proceedings for fiscal year 2015/2016 regarding the levy and collection of assessments for the Landscaping and Lighting District No. 1 (hereafter referred to as the "District"). Pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with section 22500) (hereafter referred to as the "Act"), assessments for the District shall be levied and collected by the County of Kern for the City of Tehachapi to pay the maintenance and services of the improvements and facilities related thereto; and,

WHEREAS, the proposed District assessments for fiscal year 2016/2017 are less than or equal to the maximum assessments previously approved in accordance with the requirements of the California Constitution, Article XIID; and,

WHEREAS, there has now been presented to this City Council an Engineer's Annual Levy Report (hereafter referred to as the "Engineer's Report"), and said Engineer's Report has been filed with the City Clerk in accordance with the Act; and,

WHEREAS, the City Council has examined and reviewed the Engineer's Report as presented and is satisfied with the District, the budget items and documents as set forth therein and is satisfied that the proposed assessments contained therein, have been spread in accordance with the benefits received from the improvements, operation, maintenance and

services to be performed within the District, as set forth in said Report.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE DISTRICT, PURSUANT TO CHAPTER 3, SECTION 22624 OF THE ACT, AS FOLLOWS:

Section 1: That the above recitals are true and correct.

Section 2: The City Council hereby declares its intention to seek the annual levy and collection of assessments within the District pursuant to the Act, over and including the lands, lots and parcels within the District boundary. The City Council further declares its intention to levy and collect assessments on such land to pay the annual costs and expenses of the improvements and services described in Section 4 of this Resolution, for fiscal year 2016/2017.

Section 3: The boundaries of the District are described in the Engineer's Report and are consistent with the boundary established and described in the original formation documents, on file with the City Clerk, and incorporated herein by reference. The District is within the boundaries of the City of Tehachapi, within the County of Kern, State of California and includes the territory known as the Landscaping and Lighting District No.1.

Section 4: The improvements within the District include: ground cover, shrubs, trees, drainage systems, irrigation systems, masonry walls or other fencing, monuments, lighting, and associated appurtenances to improvements within the District. Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, landscaping and appurtenant facilities, including repair, removal or replacement of all or part of any of the landscaping or appurtenant facilities; providing for the satisfactory working condition, life, growth, health and beauty of the improvements, including cultivation, irrigation, trimming, spraying, fertilization and treating for disease or injury; the removal of

trimmings, rubbish, debris and other solid waste. Servicing means the furnishing of water and electricity for the irrigation and control of the landscaping or appurtenant facilities.

Section 5: Assessments: The City Council hereby determines that to provide the improvements generally described in Section 4 of this resolution and to be detailed in the Engineer's Report, it is necessary to levy and collect assessments against lots and parcels within the District for fiscal year 2016/2017 and said assessments shall be outlined and described in the Engineer's Report and imposed pursuant to the provisions of the Act and the California Constitution Article XIID.

Section 6: The proposed assessments for fiscal year 2016/2017, as outlined in the Engineer's Report, do not exceed the maximum assessment approved by the property owners through a property owner balloting proceeding conducted in 2004. As such, the proposed assessments do not constitute an increased assessment and do not require additional property owner approval in accordance with the requirements of the California Constitution, Article XIID.

Section 7: The City Council hereby declares its intention to conduct a Public Hearing concerning the District and the levy of assessments in accordance with Chapter 3, Section 22626 of the Act.

Section 8: Notice is hereby given that a Public Hearing on these matters will be held by the City Council on Monday, June 20, 2016, at 6:00 p.m., or as soon thereafter as feasible in the City Council Chambers, located at 300 South Robinson Street, Tehachapi.

Section 9: The City Council hereby authorizes and directs the City Clerk to give notice of the time and place of the Public Hearing to the property owners within the District pursuant to Sections 22626, 22552 and 22553 of the Act and 6061 of the Government Code. The City Clerk shall give notice to the property owners by: causing notice of the public

hearing to be published in the local newspaper one time at least 10 days prior to the Public Hearing; and, posting a copy of this resolution on the official bulletin board (s) customarily used for posting such notices.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Tehachapi on the 6th day of May, 2016 by the following vote:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

Susan Wiggins, Mayor
of the City of Tehachapi, California

ATTEST:

Tori Marsh
City Clerk of the City of Tehachapi, California

I hereby certify that the foregoing resolution was duly and regularly adopted by the City Council of the City of Tehachapi at a regular meeting thereof held on June 6, 2016.

Tori Marsh
City Clerk of the City of Tehachapi, California



TEHACHAPI
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City of Tehachapi

Tehachapi Landscaping and Lighting District No. 1

2016/2017 ENGINEER'S ANNUAL LEVY REPORT

Intent Meeting: June 6, 2016
Public Hearing: June 20, 2016

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AFFIDAVIT FOR THE ENGINEER'S ANNUAL LEVY REPORT

TEHACHAPI LANDSCAPING & LIGHTING DISTRICT NO. 1

This Report describes the District and the relevant zones therein including the improvements, budgets, parcels and assessments to be levied for Fiscal Year 2016/2017 as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Kern County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this _____ day of _____, 2016.

Willdan Financial Services
Assessment Engineer
On Behalf of the City of Tehachapi

By: _____

Josephine Perez-Moses, Senior Project Manager
District Administration Services

By: _____

Richard Kopecky
R.C.E. # 16742

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I. OVERVIEW

A. Introduction

The City of Tehachapi (“City”) annually levies and collects special assessments in order to provide annual maintenance for parks, landscaping and lighting improvements within the Landscaping and Lighting District No. 1 (“District”), pursuant to the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code* (“Act”) and in compliance with the substantive and procedural requirements of the *California State Constitution Article XIID* (“Constitution”). The District was formed in 2004, and provides funding for services required to maintain landscaping and lighting improvements and associated appurtenances located within the District boundaries.

This Engineer’s Annual Levy Report (“Report”) describes the District, any changes to the District and the proposed assessments for Fiscal Year 2016/2017. The proposed assessments are based on the estimated cost to maintain the improvements that provide a special benefit to properties within the District. The District budget identifies the estimated expenditures, deficits, surpluses, revenues and fund balances used to calculate the annual assessment for properties within the District. Each parcel within the District is assessed proportionately for those improvements provided by the District from which the parcel receives special benefit.

For the purposes of this Report, the word “parcel” refers to an individual property assigned its own Assessor’s Parcel Number (“APN”) by the Kern County Assessor’s Office. The Kern County Auditor/Controller uses APN’s and specific Fund Numbers to identify, on the tax roll, properties assessed for special district benefit assessments.

Following consideration of public comments and written protests at a public hearing, the City Council (“Council”) will review the Engineer’s Annual Levy Report and may order amendments to the Report or confirm the Report as submitted. Following final approval of the Report, and confirmation of the assessments, the Council may order the levy and collection of assessments for Fiscal Year 2016/2017 pursuant to the Act and as outlined in the approved Report. In such case, the assessment information will be submitted to the County Auditor/Controller, and included on the property tax roll for each parcel in Fiscal Year 2016/2017.

B. Historical Background

The District was originally formed in Fiscal Year 2003/2004 after the City initiated and conducted property owner protest ballot proceedings for the District in compliance with the substantive and procedural requirements of the Constitution.

At the conclusion of the Public Hearing on December 15, 2003, the property owner ballots returned were tabulated. The tabulation of the ballots indicated that the property owners approved the maximum assessment rate and the assessment range formula. The District originally consisted of the lots, parcels and tracts of land located in the subdivision area known as Heritage Oaks, which contains the single-family residential tract, Tract 6062 "Original District".

In subsequent years, the City initiated and conducted property owner protest ballot proceedings for the annexation of additional subdivisions to the District in compliance with the substantive and procedural requirements of the Constitution. In 2004, Tracts 6212, 6215, 6216 and 6248, respectively were annexed as Zones 1 through 4. In 2006, Tracts 5812 and 4927, respectively, were annexed to the District as Zones 5 and 6. Tract Numbers 6360, 6507, 6723-A and 6497 were annexed in 2007, as Zones 7, 8, 9, and 11, respectively. Parcel Map 11353 was annexed in 2008, as Zone 14C, and Parcel Map 10997 was annexed in 2014, as Zone 13C.

At the conclusion of each of the annexation public hearings, the property owner ballots returned were tabulated. The tabulation of the ballots indicated that the property owners of each of the twelve subdivisions approved the special benefit maximum assessment rate ("Maximum Assessment") for maintaining the improvements within the zones of the District. Although the actual assessment amount approved by each property owner varied with their proportionate benefits, the Maximum Assessments approved by the property owners established an initial maximum assessment rate for each zone and included the Assessment Range Formula, as further described in this Report, currently applied to each zone in the District. The Maximum Assessments are subject to the application of an assessment range formula that includes an annual inflationary adjustment of three percent (3%) for the Original District and an annual inflationary adjustment based upon the Consumer Price Index, for all Urban Consumers, for the Los Angeles-Orange-Riverside County Area as determined by the United States Bureau of Labor Statistics, or its successor ("CPI") for Zones 1 – 9, 11, 13C and 14C.

C. General Description of the District

The District consists of the lots, parcels and subdivisions of land located within the single-family residential subdivisions known as Tract 6062, 6212, 6215, 6216, 6248, 5812, 4927, 6360, 6507, 6723-A and 6497, and commercial property known as Parcel Map 11353 and Parcel Map 10997 (individually referred to as "Tract" and collectively as "Tracts"). Each Tract represents a zone of benefit within the District. The properties within the District include single-family residential parcels, non-residential parcels, a proposed church site, landscape easements and an open space area to be used as a proposed drainage sump.

The purpose of the District is to ensure the ongoing maintenance, operation and servicing of a proposed drainage sump, local perimeter landscaping and street lighting improvements installed in connection with development of properties within the District. Park improvements located adjacent to the District are also included within the list of proposed improvements. This District will provide the financial mechanism (annual assessments) by which the ongoing operation and maintenance of these improvements will be funded.

The District structure, proposed improvements, method of apportionment and assessments described in this Report are based on current development and improvement plans including the estimated direct expenditures, incidental expenses and reserves associated with the maintenance and servicing of the improvements.

D. Improvements Authorized by the 1972 Act

As applicable or may be applicable to this proposed District, the 1972 Act defines improvements to mean one or any combination of the following:

- The installation or planting of landscaping.
- The installation or construction of statuary, fountains, and other ornamental structures and facilities.
- The installation or construction of public lighting facilities.
- The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
- The maintenance or servicing, or both, of any of the foregoing.
- The acquisition of any existing improvement otherwise authorized pursuant to this section.

Incidental expenses associated with the improvements including, but not limited to:

- The cost of preparation of the report, including plans, specifications, estimates, diagram, and assessment;
- The costs of printing, advertising, and the publishing, posting and mailing of notices;
- Compensation payable to the County for collection of assessments;
- Compensation of any engineer or attorney employed to render services;
- Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements;
- Any expenses incidental to the issuance of bonds or notes pursuant to Section 22662.5.

- Costs associated with any elections held for the approval of a new or increased assessment.

The 1972 Act defines "Maintain" or "maintenance" to mean furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Repair, removal, or replacement of all or any part of any improvement.
- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.
- The removal of trimmings, rubbish, debris, and other solid waste.
- The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

Borrow an amount necessary to finance the estimated cost of the proposed improvements. The amount borrowed, including amounts for bonds issued to finance the estimated cost of the proposed improvements.

E. District Boundaries

The District consists of non-contiguous areas located within the boundaries of the City of Tehachapi, including Tracts 6062, 6212, 6215, 6216, 6248, 5812, 4927, 6360, 6507, 6723-A and 6497 as well as Parcel Map 11353 and Parcel Map 10997 and their respective boundaries.

Original District – Tract 6062 is generally situated south of Pinon Street, north of Sutter Street and east of Ponderosa Drive.

Zone 1 – Tract 6212 is generally situated south and contiguous to the Valley Boulevard extension, north of Pinon Road, east of Curry Street and west of Dennison Road.

Zone 2 – Tract 6215 is generally situated north of Highline Road and south of Pinon Street and east of Ponderosa Drive.

Zone 3 – Tract 6216 is generally situated on the west side of Curry Street between Highline Road and Pinon Street.

Zone 4 – Tract 6248 is generally situated on the northeast corner of South Robinson Street and Holly Drive.

Zone 5 – Tract 5812 is generally situated on the southeast corner of Georgia Street and south of Dennison Road.

Zone 6 – Tract 4927 is generally situated on Mulberry Street, south of Valley Boulevard.

Zone 7 – Tract 6360 is generally situated north of “D” Street, and east of Mill Street.

Zone 8 – Tract 6507 is generally situated North of Pinion Street and West of Applewood Drive.

Zone 9 – Tract 6723-A is generally situated south of Cummings Valley Boulevard, north of Pinon Street.

Zone 11 – Tract 6497 is generally situated north of Highline Road, west of Dennison Road.

Zone 14C – Parcel Map 11353 is generally situated on Tehachapi Boulevard east of Dennison Road.

Zone 13C – Parcel Map 10997 is generally situated on Industrial Parkway and North Curry Street.

F. Description of District Improvements and Services

The District provides the ongoing maintenance, operation and servicing of proposed drainage sumps, local perimeter landscaping and street lighting improvements installed in connection with development of properties within the District boundaries. These improvements may include, but are not limited to, materials, equipment, utilities, labor and appurtenant facilities related to those improvements. These improvements include the necessary service, operation, administration, and maintenance required to keep the improvements in satisfactory condition. The improvements generally include the following:

Landscaping and Public Street Lighting Improvements:

The landscaping improvements may include, but are not limited to, the landscaping material and facilities within the District. These improvements include ground cover, shrubs, trees, plants, irrigation and drainage systems, ornamental lighting structures, masonry walls or other fencing, entryway monuments and associated appurtenant facilities located within the individual zones. The street lighting improvements may include, but are not limited to, electrical energy, lighting fixtures, poles, meters, conduits, electrical cable and associated appurtenant facilities located within the individual zones.

Original District

- Landscape maintenance for entry medians located at Wyman Road and Brandon Lane.
- Perimeter landscape maintenance along Ponderosa Drive, Pinon Street and Sutter Street, immediately adjacent to the District, totaling approximately 61,740 square feet.
- The street lighting (twenty-seven 9,500 lumen lights) on the residential streets within the Original District.
- Public street lighting and other public lighting facilities (five, 16,000 lumen lights) on the streets surrounding or adjacent to the development and other public areas associated or necessary for development of properties within the Original District.

Zone 1

- Perimeter landscape maintenance totaling approximately 10,000 square feet along Valley Boulevard and landscaping located adjacent to the proposed drainage sump including periodic weed removal.
- Drainage sump totaling approximately 19,350 square feet.
- The street lighting (seventeen, 9,500 lumen lights) on residential streets within the Zone.
- Public street lighting and other public lighting facilities (five, 16,000 lumen lights) on Valley Boulevard surrounding or adjacent to the development and other public areas associated or necessary for development of properties within the Zone.

Zone 2

- Perimeter landscape maintenance totaling approximately 48,696 square feet along Highline Road, Sutter Street and Manzanita Lane.
- The street lighting (nineteen, 9,500 lumen lights) on residential streets within the Zone.

Zone 3

- Landscaping totaling approximately 11,572 adjacent to the rear of lots 1, 2 and 3. Also landscaping located adjacent to the proposed drainage sump on Pinon Street and drainage swale on the western side of the development including periodic weed removal.
- Perimeter landscaping totaling approximately 52,000 square feet along Highline Road, Curry Street, Pinon Street and adjacent to the rear of lots 1, 2, and 3.
- Entrance landscaping at Stetson Shadow Drive and East Orchard Parkway totaling approximately 23,000 square feet.
- Landscaping on Alder and South Alder Avenues totaling approximately 24,000 square feet.
- Landscaping of proposed drainage sump totaling approximately 3,000 square feet.

- The street lighting (sixty-seven, 9,500 lumen lights) on residential streets within the Zone.
- Public street lighting and other public lighting facilities (nine, 16,000 lumen lights) on Curry Street and Pinon street surrounding or adjacent to the development and other public areas associated or necessary for development of properties within the Zone.

Zone 4

- Perimeter landscape maintenance along “D” and South Robinson Streets and a drainage basin on the southeastern corner of “D” Street and South Robinson Street including periodic weed removal, totaling approximately 14,000 square feet.
- Drainage sump totaling approximately 7,400 square feet.
- The street lighting (three, 9,500 lumen lights) on residential streets within the Zone.
- Public street lighting and other public lighting facilities (three, 16,000 lumen lights) on South Robinson Street adjacent to the development and other public areas associated or necessary for development of properties within the Zone.

Zone 5

- Perimeter landscaping along Georgia Street, S. Dennison Road, and Pinon Street totaling approximately 64,000 square feet.
- Drainage retention basin totaling approximately 55,000 square feet.
- The street lighting (seventy-two, 9,500 lumen lights) on residential streets within the Zone.
- Public street lighting and other public lighting facilities (twenty-three, 16,000 lumen lights) on Georgia Street, S. Dennison Road, and Pinon Street surrounding or adjacent to the development and other public areas associated or necessary for development of properties within the Zone.

Zone 6

- The street lighting on residential streets within the Zone.
- Public street lighting and other public lighting facilities (six, 9,500 lumen lights) on Mulberry Street surrounding or adjacent to the development and other public areas associated or necessary for development of properties within the Zone.

Zone 7

- Streetscape located adjacent to the north side of “D” Street, as well as adjacent to the east side of Mill Street, totaling 1,705 square feet.
- Street lighting on residential streets located on the east side of Mill Street (two, 9,500 lumen lights on decorative poles) and on the north side of “D” Street (two, 9,500 lumen lights on decorative poles) within the Zone.

Zone 8

- Streetscape located and improvements located adjacent to the west side of Applewood Drive and to the north side of Pinon Street totaling approximately 16,665 square feet.
- The street lighting (seven, 16,000 lumens (150 watt) High Pressure Sodium Vapor Lamps on concrete poles) on residential streets within the Zone.

Zone 9

- Landscape Maintenance for park site generally beginning at the north property line of Lot No.1, southerly, adjacent to the west tract boundary, to the south property line of Lot No. 74, approximately 11,121 square feet.
- Landscape Maintenance for park site beginning at the north property line of Lot No.1, northerly, adjacent to the west tract boundary, to Cummings Valley Boulevard approximately 8,023 square feet.
- The street lighting (Nine, 9,500 lumen lights (100 watt) High Pressure Sodium Vapor Lamps on concrete poles); (Six, 16,000 lumen lights (150 watt) High Pressure Sodium Vapor Lamps on concrete poles) on residential streets within the Zone.

Zone 11

- Streetscape located adjacent to west side of Dennison Road, and adjacent to the north side of the Grand Teton Lane totaling approximately 12,457 square feet.
- Streetscape located adjacent to the southwest corner of Conagree Drive and Bryce Court (Lot No. 59 and 60), located adjacent to the north side of Bryce Court (Lot No. 50), located adjacent to the southwest corner of Conagree Drive and Yellowstone Lane, (Lot No. 48), located adjacent to the east side of Biscayne Drive (Lot No.27), located adjacent to the north side of Sutter Street (Lot No. 26), totaling approximately 5,048.5 square feet.
- Streetscape located between Conagree Drive and Dennison Road (Parcel A) approximately 3,080 square feet.
- Median Landscaping located at Grand Teton Lane 1,785 square feet.
- Landscaping multi-purpose path through center of project site connecting with Morris Park (between Lot Nos. 13 and 14; 43 and 44; 33 and 54; 32 and 55 totaling 8,522 square feet.
- The street lighting (Nine, 9,500 lumen lights (100 watt) High Pressure Sodium Vapor on concrete poles), adjacent to Biscayne Drive, Yellowstone Lane, & Katmai Court. As well as the street lighting (Four, 16,000 lumen lights (150 watt) High Pressure Sodium Vapor Lamps on concrete poles) adjacent to Dennison Road.

Zone 13C

- The street lighting (Six - 5,800 lumen High Pressure Sodium Vapor Lamps on concrete poles) located throughout the development.

Zone 14C

- Streetscape located adjacent to Tehachapi Boulevard totaling approximately 2,600 square feet.
- The street lighting (Seven - 5,800 lumen High Pressure Sodium Vapor Lamps on concrete poles) located throughout the development.

Park Improvements:

The park improvements may include, but are not limited to, the maintenance of the park landscaping including, but not limited to, ground cover, shrubs, trees, plants, irrigation and drainage systems, ornamental lighting structures, masonry walls or other fencing and associated appurtenant facilities located with the:

Zones 1, 2 4, 7, 8, 9, and 11

- Neighborhood Park adjacent to the District boundaries totaling approximately 4.1 acres or 178,596 square feet.

Zone 3

- Paseo Park totaling approximately 2.7 acres or 121,000 square feet.
- Proposed linear and pocket parks totaling approximately 82,000 square feet.

The parcels within the District are assessed proportionately for the costs associated with the improvements and services provided through the District that provides a special benefit to each parcel assessed, utilizing the method of apportionment described in Section II of this Report.

II. METHOD OF APPORTIONMENT

A. Methodology

The Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements, which include the construction, maintenance, and servicing of public lights, landscaping, parks, open space areas and appurtenant facilities. The Act further requires that the cost of these improvements be levied according to benefit rather than assessed value:

“The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.”

Furthermore, Article XIID Section 4 of the Constitution states that:

“The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of the public improvement, the maintenance and operation expenses of the public improvement, or the cost of the property related service being provided.”

The formula used for calculating assessments reflects the composition of the parcels and the improvements and services provided within the District to fairly apportion the costs based on estimated special benefit to each parcel.

B. Benefit Analysis

Each of the improvements, the associated costs and assessments of the District have been reviewed, identified and allocated based on special benefit pursuant to the provisions of the Act and the Constitution. The improvements associated with this District have been identified as necessary, required and/or desired for the orderly development of the properties within the District to their full potential, consistent with the proposed development plans. As such, these improvements would be necessary and required of individual property owners for the development of such properties, and the ongoing operation, servicing and maintenance of these improvements would be the financial obligation of those properties. Therefore, the improvements and the annual costs of maintenance and operation of the improvements are of special benefit to the properties in the District.

The method of apportionment (method of assessment) is based on the premise that each assessed parcel within the District receives special benefit from the improvements within the Zone where the parcel is located as well as from adjacent landscaping, park and public street lighting improvements. The desirability and security of properties is enhanced by the presence of street lighting, well maintained landscaping and open space areas in close proximity to those properties.

The special benefits of landscaping, park improvements and open space improvements within the District are specifically:

1. Enhanced desirability of properties through association with the improvements;
2. Improved aesthetic appeal of properties providing a positive representation of the area;
3. Enhanced adaptation of the urban environment within the natural environment from adequate green space, open space areas and landscaping;
4. Environmental enhancement through improved erosion resistance, dust and debris control, and fire prevention;

5. Increased sense of pride in ownership of property within the District resulting from well-maintained improvements associated with the properties;
6. Reduced criminal activity and property-related crimes (especially vandalism) against properties in the District through well-maintained surroundings and amenities including abatement of graffiti; and,
7. Enhanced environmental quality of the parcels by moderating temperatures, providing oxygenation and attenuating noise.

The special benefits of street lighting are the convenience, safety, and security of property, improvements, and goods. Specifically:

1. Enhanced deterrence of crime and the aid to police protection;
2. Increased nighttime safety on roads and streets;
3. Improved ability of pedestrians and motorists to see;
4. Improved ingress and egress to property;
5. Reduced vandalism and other criminal act and damage to improvements or property;
6. Improved traffic circulation and reduced nighttime accidents and personal property loss; and,
7. Increased promotion of business during nighttime hours in the case of commercial properties.

The preceding special benefits contribute to a special enhancement and desirability of each of the assessed parcels within the District. Although the improvements may include landscaping and lighting improvements and other amenities available or visible to the public at large, the construction and installation of these improvements are only necessary for the development of properties within the District and are not required nor necessarily desired by any properties or developments outside the District boundary. Therefore, any public access or use of the improvements by others is incidental and there is no measurable general benefit to properties outside the District or to the public at large.

Park Improvement Benefit

For the 4.1-acre neighborhood park improvements, the special benefit to the District is determined based on the potential use each Zone within the District will receive from park improvements. The neighborhood park is proposed to be a public park with special benefit to Zones 1, 2, 4, 7, 8, 9, and 11 based on the ratio of the parcels within those Zones to the proposed parcels located in the adjacent Zones as follows:

- Zone 1, 19%
- Zone 2, 8%
- Zone 4, 5%
- Zone 7, 1%
- Zone 8, 1%
- Zone 9, 1%
- Zone 11, 1%

Each Tract's percentages represent the portion of the park maintenance that is considered special benefit and will be assessed to the parcels within the respective tracts.

Due to the size and location of the 2.7-acre Paseo Park improvement located in Zone 3, it is estimated that there will be some use of the park by neighboring property owners not in the District. Therefore, the special benefit to the parcels in Zone 3 for the Paseo Park improvements is limited to 75% with the remaining 25% as general benefit.

For Zones 5 and 6, the special benefit from park improvements is determined based on the potential use the property owners within the Tracts will receive from the park improvements. Based on a Park and Recreation Study prepared in 2005, the City of Tehachapi and the local community have a standard of approximately 3 acres per 1,000 residents. Using this projection, the total number of acres and future population, 1% and 9% of the maintenance costs of new and future park improvements will be considered special benefit to Zones 5 and 6, respectively.

C. Assessment Methodology

The method of apportionment for each Zone within the District calculates the receipt of special benefit from the respective improvements based on the actual or proposed land use of the parcels within the District. The special benefit received by each lot or parcel is equated to the overall land use of the parcel based on the parcel's actual land use or proposed planned development, and is reliant upon the special benefit received from the improvements planned for each Zone within the District.

To identify and determine the special benefit to be received by each parcel, it is necessary to consider the entire scope of the District improvements as well as individual property development within each Zone of the District. The costs associated with the improvements shall be fairly distributed among the parcels based upon the special benefit received by each parcel within each Zone. Additionally, in compliance with the Constitution, each parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred to that parcel. The benefit formula used to determine the assessment obligation is therefore based upon both the improvements that benefit the parcels within each Zone of the District as well as the proposed land use of each property as compared to other parcels that benefit from those specific improvements.

Equivalent Benefit Units

To assess benefits equitably, it is necessary to relate the different type of parcel improvements to each other. The Equivalent Benefit Unit (EBU) method of assessment apportionment uses the single-family home site as the basic unit of assessment. A single-family home site equals one Equivalent Benefit Unit (EBU). Every other land use is converted to EBUs based on an assessment formula that equates the property's specific development status, type of development (land use), and size of property, as compared to a single-family home site.

The EBU method of apportioning benefit is typically seen as the most appropriate and equitable assessment methodology for districts formed under the Act, as the benefit to each parcel from the improvements are apportioned as a function of land use type, size and development.

EBU Application by Land Use:

Single-Family Residential – This land use is defined as fully subdivided residential home site with or without a structure or planned single-family residential lot as identified by a submitted or approved tentative tract map of final tract map. This land use is assessed 1.0 EBU per lot or parcel. This is the base value that other land use types are compared and weighted against (i.e. Equivalent Benefit Unit or EBU).

Multi-Family Residential – This land use is defined as a fully subdivided residential parcel that has more than one residential unit developed on the property or planned residential lot as identified by a submitted or approved tentative tract map or final tract map. This land use is assessed 1.0 EBU per dwelling unit.

Developed Commercial – This land use is defined as property developed for either commercial or industrial use. This type of property receives greater benefit than Single Family or Multi-Family property due to typically larger lot size in relation to residential properties. With typical Single-Family Residential lot sizes at .25 acre,

Developed Commercial land use type is assessed at 4.0 EBU per gross acre. Parcels less than .25 acre are assigned a minimum of 1.0 EBU and there is no maximum acreage cap, as is the case with Vacant Non-Residential Property.

Non-Profit Parcels – This land use is defined as property developed for non-profit activities, such as Churches or Lodges. This type of property does receive benefit from the District improvements but at a rate that coincides with the sporadic intensity of people use for the parcel. Non-Profit land use type is assessed at 0.25 EBU per gross acre. Parcels less than 1.0 gross acre area assigned a minimum of 0.25 EBU.

Vacant Residential – This land use is defined as property currently zoned for residential development, but a tentative or final tract map has not been submitted and/or approved. This land use is assessed at 0.5 EBU per parcel.

Vacant Non-Residential – This land use is defined as property currently zoned for any non-residential use, but a tentative or final tract map has not been submitted and/or approved. This land use is assessed at 1.0 EBU per gross acre. Parcels less than 1.0 gross acre are assigned a minimum of 1.0 EBU. Parcels over 50 gross acres are assigned a maximum of 50 EBU.

Exempt Parcels – This land use identified properties that are not assessed and are assigned 0.0 EBU. This land use classification may include, but is not limited, to lots or parcels identified as public streets and other roadways (typically not assigned an APN by the County); dedicated public easements, open space area and right-of-ways; common areas, sliver parcels and bifurcated lots or any other property that cannot be developed; park properties and other publicly owned properties that are part of the District improvements and are therefore exempted from assessment.

The following table provides a listing of land use types, land use code designations, the Equivalent Benefit Unit factor applied to that land use type, and the multiplying factor used to calculate each parcel's individual EBU.

Land Use Codes and Equivalent Benefit Units

Property Type	Land Use Code	Equivalent Benefit Units	Multiplier
Single Family Residential	SFR	1.00	Lot/Parcel
Multi-Family Residential	MFR	1.00	Unit
Developed Commercial	COM	4.00	Gross Acre
Non-Profit Parcel	NP	0.25	Gross Acre
Vacant Residential	RV	0.50	Lot/Parcel
Vacant Non-Residential	NRV	1.00	Gross Acre
Exempt Parcel	XMT	0.00	Parcel

The benefit formula applied to parcels within each Zone of the District is based on the preceding Equivalent Benefit Unit (EBU) table. Each parcel’s EBU correlates the parcel’s special benefit received as compared to the other parcels benefiting from the improvements of the Zone.

The following formula is used to calculate each parcel’s EBU (proportional benefit).

$$\text{Parcel Type EBU} \times \text{Acreage/Dwelling Units/Parcel/Lot} = \text{Parcel EBU}$$

For each Zone, the total number of Equivalent Benefit Units (“EBU”s) is the sum of the individual EBUs applied to the parcels that receive a special benefit from the improvements. An assessment amount per EBU (“Rate”) is established by taking the total cost of the improvements (including administration costs) and dividing that amount by the total number of EBUs of the parcels benefiting from the improvements. This Rate is then applied back to each parcel’s individual EBU to determine the parcel’s proportionate benefit and assessment obligation.

Total Balance to Levy / Total EBU = Rate per EBU

Rate per EBU x Parcel EBU = Parcel Levy Amount

D. ASSESSMENT RANGE FORMULA

Any new or increased assessment requires certain noticing and meeting requirements by law. Prior to the passage of Proposition 218 (*California Constitution Articles XIII C and XIII D*), legislative changes in the Brown Act defined a "new or increased assessment" to exclude certain conditions. These conditions included "any assessment that does not exceed an assessment formula or range of assessments previously adopted by the agency or approved by the voters in the area where the assessment is imposed." This definition and conditions were later confirmed through Senate Bill 919 (Proposition 218 implementing legislation).

The purpose of establishing an Assessment Range Formula is to provide for reasonable increases and annual inflationary adjustment to the Assessments without requiring costly noticing and mailing procedures, which could add to the District costs and Assessments. For the Original District, the approved annual adjustment to the Assessment per EBU is three percent (3%). For Zones 1 – 9 and 11, the approved annual adjustment to the Assessment per EBU is proposed to increase each year based upon the CPI. The Engineer shall compute the percentage difference between the CPI for January of each year and the CPI for the previous January. For Zone 13C, the Engineer shall compute the percentage difference between the CPI for February of each year and the CPI for the previous February or CPUC rates for the previous February, and shall then adjust the existing assessment by an amount not to exceed such percentage for the following fiscal year. For Zone 14C, the Engineer shall compute the percentage difference between the CPI for February of each year and the CPI for the previous February and shall then adjust the existing Assessment by an amount not to exceed such percentage for the following fiscal year. Should the Bureau of Labor Statistics revise such index or discontinue the preparation of such index, the Engineer shall use the revised index or a comparable system as approved by the City Council for determining fluctuations in the cost of living. The CPI for January increase is 3.10% based on January 2015 and January 2016 indices. The CPI increase for February is 2.41% which is based on February 2015 and February 2016 Indices.

The Assessment Range Formula shall be applied to the future Assessments within the District. Generally, if the proposed annual assessment (levy per EBU) for the current fiscal year is less than or equal to the calculated Maximum Assessment, then the proposed annual assessment is not considered an increased assessment. The Maximum Assessment Rate for each Zone is equal to the initial Assessment (approved by property owners within each Zone of the District) adjusted annually by the approved inflation index.

Each fiscal year the Maximum Assessment will be recalculated and a new Maximum Assessment established for each Zone in the District.

The Maximum Assessment is adjusted annually and is calculated independent of the District's annual budget and proposed annual assessment. Any proposed annual Rate per EBU that is less than or equal to this Maximum Assessment is not considered an increased assessment, even if the proposed assessment is greater than the assessment applied in the prior fiscal year.

Although the Maximum Assessment will increase each year, the actual applied assessment rate per EBU may remain unchanged. The Maximum Assessment adjustment is designed to establish a reasonable limit on annual assessment increases. The Maximum Assessment calculated each year does not require or facilitate an increase to the annual assessment and neither does it restrict assessments to the Maximum Assessment. For each Zone, if the budget and applied assessment rate calculated for any fiscal year do not require an increase, or the increase is less than the adjusted Maximum Assessment, then the required budget and assessment rate may be applied without additional property owner balloting. If the budget and assessment rate calculated require an increase greater than the current Maximum Assessment, then the assessment is considered an increased assessment and would be subject to property owner protest balloting in compliance with the Constitution.

III. DISTRICT BUDGET

City of Tehachapi L&L DISTRICT #1						
Levy Components	Total Budget	Original District	Zone 1	Zone 2	Zone 3	Zone 4
		Tract 6062	Tract 6212	Tract 6215	Tract 6216	Tract 6248
DIRECT COSTS						
Landscape Maintenance Contract	\$ 134,487.56	\$ 17,000.00	\$ 4,250.00	\$ 13,615.88	\$ 66,701.25	\$ -
Landscape Utilities	61,700.33	9,580.63	1,803.53	9,229.83	17,550.47	-
Sprinkler Repair & Replacement	11,186.91	1,000.00	250.00	1,047.38	6,063.75	-
Tree and Plant Replacement	17,899.05	1,600.00	400.00	1,675.80	9,702.00	-
Miscellaneous Parts, Equipment and Replacements	4,474.77	400.00	100.00	418.95	2,425.50	-
Park Maintenance (Neighborhood Park and Paseo Park)	55,689.83	-	-	4,189.50	36,382.50	-
Drainage Sump Maintenance	12,300.00	1,500.00	2,800.00	5,000.00	2,000.00	-
Street Lights	39,497.64	11,000.00	5,000.00	2,440.07	3,819.24	-
Total Direct Costs	\$ 337,236.09	\$ 42,080.63	\$ 14,603.53	\$ 37,617.41	\$ 144,644.71	\$ -
ADMINISTRATION COSTS						
Levy Administration and Professional Services	\$ 6,378.11	\$ 788.31	\$ 716.64	\$ 873.00	\$ 2,443.10	\$ -
County Collection Fee	216.03	26.62	24.85	29.48	82.50	-
City Overhead and Administration	23,066.52	2,878.46	998.93	2,573.16	9,894.20	-
Total Administration Costs	\$ 29,660.66	\$ 3,693.39	\$ 1,740.42	\$ 3,475.64	\$ 12,419.80	\$ -
COLLECTIONS/(CREDITS) APPLIED TO LEVY						
TOTAL DIRECT AND ADMIN COSTS	\$ 366,896.75	\$ 45,774.02	\$ 16,343.95	\$ 41,093.05	\$ 157,064.51	\$ -
Reserve Collection/(Transfer)	(96,679.05)	(18,786.19)	-	(11,804.67)	(55,281.26)	-
Capital Improvement Fund Collection/(Transfer)	-	-	-	-	-	-
General Fund Loans Repayment/(Advances)	-	-	-	-	-	-
Other Revenues/General Fund (Contributions)	(7,609.50)	-	-	-	(7,609.50)	-
Total Collections/(Credits)	\$ (104,288.55)	\$ (18,786.19)	\$ -	\$ (11,804.67)	\$ (62,890.76)	\$ -
Balance to Levy (Budgeted)	\$ 262,608.20	\$ 26,987.83	\$ 16,343.95	\$ 29,288.38	\$ 94,173.75	\$ -
Applied to Levy (Rounded)	\$ 262,608.21	\$ 26,987.84	\$ 16,343.95	\$ 29,288.38	\$ 94,173.75	\$ -
DISTRICT STATISTICS						
Total Parcels	1,040	124	110	136	388	1
Total Parcels Levied	1,007	121	110	134	375	-
Total Equivalent Benefit Units	1,393.19	121.25	110.00	134.00	375.00	29.00
Applied Levy per Benefit Unit		\$ 222.580	\$ 148.581	\$ 218.570	\$ 251.130	\$ -
Prior Year Levy per Benefit Unit		\$ 209.80	\$ 146.05	\$ 211.98	\$ 243.58	\$ -
Maximum Levy per Benefit Unit (Prior Fiscal Year)		\$ 216.11	\$ 275.94	\$ 212.00	\$ 243.58	\$ 453.90
Maximum Levy per Benefit Unit (Current Fiscal Year)		\$ 222.589	\$ 284.490	\$ 218.571	\$ 251.135	\$ 467.970
Inflationary Factor Applied to Maximum Rate		3.00%	3.10%	3.10%	3.10%	3.10%
		\$ (0.009)	\$ (135.909)	\$ (0.001)	\$ (0.005)	\$ (467.970)
FUND BALANCE INFORMATION						
Estimated Beginning Reserve Fund Balance	\$ (14,729.00)	\$ (52,077.00)	\$ 147,373.00	\$ (89,900.00)	\$ (47,743.00)	\$ 36,227.00
Reserve Fund Adjustments	(96,679.05)	(18,786.19)	-	(11,804.67)	(55,281.26)	-
Estimated Ending Reserve Balance	\$ (111,408.05)	\$ (70,863.19)	\$ 147,373.00	\$ (101,704.67)	\$ (103,024.26)	\$ 36,227.00

City of Tehachapi								
L&L DISTRICT #1								
Levy Components	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9	Zone 11	Zone 14C	Zone 13C
	Tract 5812	Tract 4927	Tract 6360	Tract 6507	Tract 6723-A	Tract 6497	Parcel Map 11353	Parcel Map 10997
DIRECT COSTS								
Landscape Maintenance Contract	\$ 27,716.01	\$ -	\$ 1,275.00	\$ -	\$ -	\$ -	\$ 2,229.42	\$ 1,700.00
Landscape Utilities	21,687.89	-	547.98	-	-	-	1,300.00	-
Sprinkler Repair & Replacement	2,519.64	-	75.00	-	-	-	131.14	100.00
Tree and Plant Replacement	4,031.42	-	120.00	-	-	-	209.83	160.00
Miscellaneous Parts, Equipment and Replacements	1,007.86	-	30.00	-	-	-	52.46	40.00
Park Maintenance (Neighborhood Park and Paseo Park)	15,117.83	-	-	-	-	-	-	-
Drainage Sump Maintenance	1,000.00	-	-	-	-	-	-	-
Street Lights	13,112.72	-	2,200.00	-	-	-	1,125.61	800.00
Total Direct Costs	\$ 86,193.37	\$ -	\$ 4,247.98	\$ -	\$ -	\$ -	\$ 5,048.46	\$ 2,800.00
ADMINISTRATION COSTS								
Levy Administration and Professional Services	\$ 1,348.59	\$ -	\$ 71.66	\$ -	\$ -	\$ -	\$ 84.69	\$ 52.12
County Collection Fee	45.54	-	2.42	-	-	-	2.86	1.76
City Overhead and Administration	5,895.92	-	290.58	-	-	-	345.33	189.94
Total Administration Costs	\$ 7,290.05	\$ -	\$ 364.66	\$ -	\$ -	\$ -	\$ 432.88	\$ 243.82
COLLECTIONS/(CREDITS) APPLIED TO LEVY								
TOTAL DIRECT AND ADMIN COSTS	\$ 93,483.42	\$ -	\$ 4,612.64	\$ -	\$ -	\$ -	\$ 5,481.34	\$ 3,043.82
Reserve Collection/(Transfer)	(8,116.62)	-	206.68	-	-	-	(1,752.08)	(1,144.91)
Capital Improvement Fund Collection/(Transfer)	-	-	-	-	-	-	-	-
General Fund Loans Repayment/(Advances)	-	-	-	-	-	-	-	-
Other Revenues/General Fund (Contributions)	-	-	-	-	-	-	-	-
Total Collections/(Credits)	<u>\$ (8,116.62)</u>	<u>-</u>	<u>206.68</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(1,752.08)</u>	<u>(1,144.91)</u>
Balance to Levy (Budgeted)	\$ 85,366.80	\$ -	\$ 4,819.32	\$ -	\$ -	\$ -	\$ 3,729.26	\$ 1,898.91
Applied to Levy (Rounded)	\$ 85,366.80	\$ -	\$ 4,819.32	\$ -	\$ -	\$ -	\$ 3,729.26	\$ 1,898.91
DISTRICT STATISTICS								
Total Parcels	210	28	12	1	4	1	15	10
Total Parcels Levied	207	28	11	-	-	-	13	8
Total Equivalent Benefit Units	207.00	28.00	11.00	96.00	74.00	60.00	92.40	55.54
Applied Levy per Benefit Unit	\$ 412.400	\$ -	\$ 438.120	\$ -	\$ -	\$ -	\$ 40.360	\$ 34.190
Prior Year Levy per Benefit Unit	\$ 399.98	\$ 129.46	\$ 424.94	\$ -	\$ -	\$ -	\$ 39.36	\$ 33.36
Maximum Levy per Benefit Unit (Prior Fiscal Year)	\$ 400.003	\$ 129.47	\$ 424.95	\$ 278.28	\$ 317.20	\$ 467.87	\$ 39.41	\$ 33.39
Maximum Levy per Benefit Unit (Current Fiscal Year)	\$ 412.402	\$ 133.483	\$ 438.120	\$ 286.910	\$ 327.033	\$ 482.375	\$ 40.363	\$ 34.198
Inflationary Factor Applied to Maximum Rate	3.10%	3.10%	3.10%	3.10%	3.10%	3.10%	2.41%	2.41%
	\$ (0.002)	\$ (133.483)	\$ 0.000	\$ (286.910)	\$ (327.033)	\$ (482.375)	\$ (0.003)	\$ (0.008)
FUND BALANCE INFORMATION								
Estimated Beginning Reserve Fund Balance	\$ (35,760.00)	\$ 20,127.00	\$ (27,758.00)	\$ (11,274.00)	\$ 24,859.00	\$ 24,308.00	\$ (3,490.00)	\$ 379.00
Reserve Fund Adjustments	(8,116.62)	-	206.68	-	-	-	(1,752.08)	(1,144.91)
Estimated Ending Reserve Balance	\$ (43,876.62)	\$ 20,127.00	\$ (27,551.32)	\$ (11,274.00)	\$ 24,859.00	\$ 24,308.00	\$ (5,242.08)	\$ (765.91)

Appendix A — DISTRICT ASSESSMENT DIAGRAM

Boundary Diagrams are on file with the City and by reference are made part of this Report. The details of the lots or parcels within the District shall be defined by the Kern County Assessor's Maps established by the County for Fiscal Year 2016/2017. These maps, in connection with the Assessment Roll in Appendix B, constitute the District Assessment Diagram for Fiscal Year 2016/2017.

APPENDIX B -ASSESSMENT ROLL

Parcel identification, for each lot or parcel within the District, shall be the parcel as shown on the Kern County Assessor's map for the year in which this Report is prepared.

Non-assessable lots or parcels may include areas of public streets and other roadways (typically not assigned an APN by the County); dedicated public easements, open space areas and rights-of-ways including public greenbelts and parkways; utility rights-of-ways; common areas; landlocked parcels, small parcels vacated by the County, bifurcated lots, and any other property that cannot be developed. These types of parcels are considered to receive little or no benefit from the improvements and are therefore exempted from assessment. Properties outside the District boundary receive no direct or special benefits from the improvements provided by the District and are not assessed.

Parcel identification, for each lot or parcel within the District, shall be the parcel as shown on the Kern County Assessor's map for the year in which this Report is prepared. The land use classification for each parcel is based on the Kern County Assessor's Roll. A listing of parcels assessed within this District, along with the proposed assessment amounts, shall be submitted to the City Clerk, under a separate cover, and by reference is made part of this Report.

Approval of this Report (as submitted or as modified) confirms the method of apportionment and the maximum assessment rate to be levied against each eligible parcel and thereby constitutes the approved levy and collection of assessments for the fiscal year. The parcels and the amount of assessment to be levied shall be submitted to the County Auditor/Controller and included on the property tax roll for the fiscal year.

If any parcel submitted for collection is identified by the County Auditor/Controller to be an invalid parcel number for the current fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County Auditor/Controller. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment and assessment rate approved in this Report. Therefore, if a single parcel has changed to multiple parcels, the assessment amount applied to each of the new parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment.



COUNCIL REPORTS

APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____

[Handwritten signature]

MEETING DATE: JUNE 6, 2016 AGENDA SECTION: City Manager

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: GREG GARRETT, CITY MANAGER

DATE: JUNE 2, 2016

SUBJECT: CITY OF TEHACHAPI DRAINAGE BENEFIT ASSESSMENT DISTRICT NO. 1

BACKGROUND

This action by the City Council initiates the process and declares the City's intention to levy assessments within the City of Tehachapi Drainage Benefit Assessment District No. 1. This action also sets the time and place for the public hearing on this issue.

The total annual maintenance and administration costs to the District are \$5,154.35. Annual District costs are funded through the assessments placed on the property tax bills.

OPTIONS

There are no alternate options for this item.

RECOMMENDATION

ADOPT THREE RESOLUTIONS: (1) INITIATING PROCEDURES FOR LEVY AND COLLECTION OF ASSESSMENTS FOR THE FISCAL YEAR 2016/2017; (2) PRELIMINARY APPROVAL OF THE ENGINEER'S REPORT, AND (3) DECLARING THE CITY'S INTENTION TO LEVY AND COLLECT ASSESSMENTS, WHICH SETS THE TIME AND PLACE OF THE PUBLIC HEARING FOR MONDAY, JUNE 20, 2016 AT 6:00 P.M.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TEHACHAPI, CALIFORNIA INITIATING PROCEEDINGS FOR THE
LEVY AND COLLECTION OF ANNUAL ASSESSMENTS FOR CITY OF
TEHACHAPI DRAINAGE BENEFIT ASSESSMENT DISTRICT NO. 1
FOR FISCAL YEAR 2016/2017.

WHEREAS, the City Council pursuant to the provisions of the *Benefit Assessment Act of 1982, Chapter 6.4 of the California Government Code, beginning with Section 54703* (hereafter referred to as the "1982 Act") formed an assessment district to be designated as **City of Tehachapi Drainage Benefit Assessment District No. 1** (hereafter referred to as the "District"), for the purpose of funding the ongoing operation, maintenance and servicing of drainage improvements installed in conjunction with the development of properties within the District; and to levy and collect annual assessments related thereto. The 1982 Act provides for the formation of such an assessment district pursuant to *Article 3 Section 54710*, and provides for the levy and collection of assessments by the County on behalf of the City pursuant to *Article 4 Section 54718*; and,

WHEREAS, the City Council has retained Willdan Financial Services as the Engineer of Work, for the purpose of assisting with the administration of the District, the establishment of annual assessments, and to prepare and file an Engineer's Report with the City Clerk in accordance with the 1982 Act; and in accordance with the requirements of the

California Constitution, Articles XIII C and XIII D;

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

Section 1: The City Council hereby orders the Engineer to prepare and file an Engineer's Annual Levy Report concerning the levy of assessments for properties within the District.

Section 2. The District improvements include the ongoing operation, administration, maintenance and servicing of the drainage basin systems and appurtenant facilities authorized pursuant to the 1982 Act that were installed as part of property development and associated within the District. Said improvements may include, but are not limited to all materials, equipment, utilities, labor and appurtenant facilities related to those improvements, and dedicated to the City of Tehachapi for such maintenance.

Section 3. The territory within Drainage Benefit Assessment District No. 1 consists of lots, parcels and subdivisions of land located in the development known as Parcel Map 11353.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Tehachapi on the 6th day of June, 2016 by the following vote:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

Susan Wiggins, Mayor
of the City of Tehachapi, California

ATTEST:

Tori Marsh
City Clerk of the City of Tehachapi, California

I hereby certify that the foregoing resolution was duly and regularly adopted by the City Council of the City of Tehachapi at a regular meeting thereof held on June 6, 2015.

Tori Marsh
City Clerk of the City of Tehachapi, California

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI, CALIFORNIA ACCEPTING AND PRELIMINARILY APPROVING THE ENGINEER'S ANNUAL LEVY REPORT REGARDING THE CITY OF TEHACHAPI DRAINAGE BENEFIT ASSESSMENT DISTRICT NO. 1 FOR FISCAL YEAR 2016/2017.

WHEREAS, the City Council has, by previous Resolution, ordered the preparation of an Engineer's Annual Levy Report (hereafter referred to as the "Report") regarding the assessment district to be designated as the **"City of Tehachapi Drainage Benefit Assessment District No. 1 "**; (hereafter referred to as the "District"), and the levy and collection of assessments related thereto, pursuant to the provisions of the *Benefit Assessment Act of 1982, Chapter 6.4 of the California Government Code, beginning with Section 54703* (hereafter referred to as the "1982 Act"); and,

WHEREAS, there has now been presented to this City Council the Report and,

WHEREAS, the City Council has carefully examined and reviewed the Report as presented, and is preliminarily satisfied with the District and the budget items and documents as set forth therein, and is satisfied that the proposed assessments have been spread in accordance with the special benefits received from the improvements, operation, administration, maintenance and services to be performed within the District, as set forth in said Report.

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

as follows:

Section 1: The proceeding recitals are true and correct.

Section 2. That the Report as presented, consists of the following:

- a. A Description of Improvements.
- b. A Boundary Diagram of the District.
- c. The Method of Apportionment that details the method of calculating each parcel's proportional special benefits and annual assessment.
- d. The proposed Budget (Costs and Expenses) and the duration and collection of assessments.
- e. The District Roll containing the Levy for each Assessor Parcel Number within the District for fiscal year 2016/2017.

SECTION 3. The Report is hereby approved on a preliminary basis, and ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

SECTION 4. The Maximum Assessment described in the Report is hereby approved on a preliminary basis.

SECTION 5. The City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the presentation of the Report.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Tehachapi on the 6th day of June, 2016 by the following vote:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

Susan Wiggins, Mayor
of the City of Tehachapi, California

ATTEST:

Tori Marsh
City Clerk of the City of Tehachapi, California

I hereby certify that the foregoing resolution was duly and regularly adopted by the City Council of the City of Tehachapi at a regular meeting thereof held on June 6, 2016.

Tori Marsh
City Clerk of the City of Tehachapi, California

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI, CALIFORNIA DECLARING ITS INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS WITHIN CITY OF TEHACHAPI DRAINAGE BENEFIT ASSESSMENT DISTRICT NO. 1 IN FISCAL YEAR 2016/2017, AND TO APPOINT A TIME AND PLACE FOR THE PUBLIC HEARING ON THESE MATTERS

WHEREAS, the City Council pursuant to the provisions of the *Benefit Assessment Act of 1982, Chapter 6.4 of the California Government Code, beginning with Section 54703* (hereafter referred to as the "1982 Act") did by previous Resolution approve the levy and collection of annual assessments to pay for the ongoing operation, maintenance and servicing of drainage improvements installed in conjunction with the development of properties within the District; and to levy and collect annual assessments related thereto for the assessment district designated as "City of Tehachapi Drainage Benefit Assessment District No. 1 " (hereafter referred to as the "District"); and,

WHEREAS, the Engineer selected by the City Council has prepared and filed with the City Clerk a Report in connection with the proposed District, and the levy of assessments for Fiscal Year 2016/2017 (July 1, 2016 and ending June 30, 2017), and the City Council did by previous Resolution preliminarily approve such Report.

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

Section 1: The City Council hereby declares its intention to seek the annual levy of the District pursuant to the 1982 Act, over and including the land within the District boundary, and to levy and collect special benefit assessments on parcels of land within the District to pay for the costs and expenses associated with the operation, maintenance, repair and servicing of the drainage basin and appurtenant facilities related thereto.

SECTION 2. The District improvements include the ongoing operation, administration, maintenance and servicing of the drainage basin systems and appurtenant facilities authorized pursuant to the 1982 Act that were installed as part of property development and associated within the District. Said improvements may include, but are not limited to all materials, equipment, utilities, labor and appurtenant facilities related to those improvements, and dedicated to the City of Tehachapi for such maintenance.

SECTION 3. The proposed territory within City of Tehachapi Drainage Benefit Assessment District No. 1 consists of lots, parcels and subdivisions of land located in the development known as Parcel Map 11353.

SECTION 4. The proposed assessments for the District are outlined in the Engineer's Report. The Report details the proposed assessments necessary to provide for the annual operation, administration, services and maintenance of the improvements described in Section 2 of this Resolution.

SECTION 5. Notice is hereby given that a Public Hearing on these matters will be held by the City Council on Monday, June 20, 2016 at 6:00 p.m. or as soon thereafter as feasible in the regular meeting chambers of the City Council located at 300 South Robinson Street, Tehachapi, California, in accordance with *Government Code, Section 53753 and*

California Constitution, Article XIII D, Section 4(e). The City shall give notice of the time and place of the Public Hearing by posting a copy of this resolution on the official bulletin board customarily used by the Council for the posting of notices and by publishing this resolution in a local newspaper pursuant to Government Code Section 6066 as outlined in the 1982 Act. At the Public Hearing, interested persons shall be permitted to present written and/or oral testimony.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Tehachapi on the 6th day of June, 2016 by the following vote:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

Susan Wiggins, Mayor
of the City of Tehachapi, California

ATTEST:

Tori Marsh
City Clerk of the City of Tehachapi, California

I hereby certify that the foregoing resolution was duly and regularly adopted by the City Council of the City of Tehachapi at a regular meeting thereof held on June 6, 2016.

Tori Marsh
City Clerk of the City of Tehachapi, California



TEHACHAPI
CALIFORNIA
Live Up.

City of Tehachapi

Tehachapi Drainage Benefit Assessment District No. 1

2016/2017 ENGINEER'S ANNUAL LEVY REPORT

Intent Meeting: June 6, 2016
Public Hearing: June 20, 2016

27368 Via Industria
Suite 200
Temecula, CA 92590
T 951.587.3500 | 800.755.6864
F 951.587.3510

www.willdan.com/financial



Affidavit for the Engineer's Report
CITY OF TEHACHAPI
DRAINAGE BENEFIT ASSESSMENT DISTRICT NO. 1,
(PARCEL MAP 11353)

This Report describes the District including the improvements, budgets, parcels and assessments to be levied for fiscal year 2016/2017, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Kern County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this _____ day of _____, 2016.

Willdan Financial Services
Assessment Engineer
On Behalf of the City of Tehachapi

By: _____

Josephine Perez-Moses, Senior Project Manager
District Administration Services

By: _____

Richard Kopecky
R. C. E. # 16742

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I. INTRODUCTION

The special assessment district described in this report contains parcels of land within a non-residential development (Parcel Map 11353) (hereinafter referred to as the “Development”). The City of Tehachapi (“City”) has established the City of Tehachapi Drainage Benefit Assessment District No. 1 (Parcel Map 11353), (hereinafter referred to as the “District”) in order to provide annual maintenance for drainage improvements in the development.

The City annually levies and collects special assessments to continue the maintenance of the improvements within the District. The assessments levied annually on the territory in the District are pursuant to the provisions of the *Benefit Assessment Act of 1982 being Chapter 6.4 of Part 1 of division 2, commencing with Section 54703, of the Government Code of the State of California (hereinafter referred to as the “Act”), and as provided by Proposition 218, “The Right to Vote on Taxes Act”, Article XIII D, Section 4, of the 1982 California Constitution.*

This Engineer’s Report (hereinafter referred to as the “Report”) describes the District and the proposed assessments for fiscal year 2016/2017. The annual budget for the maintenance and operation of the improvements is based on estimated expenses for the upcoming fiscal year. Parcels within the District are assessed proportionately for only those improvements and services that are a direct and special benefit to each property in the District.

The word “parcel,” for the purposes of this Report, refers to an individual property assigned its own Assessment Parcel Number by the Kern County (“County”) Assessor’s Office. The Kern County Auditor/Controller uses Assessment Parcel Numbers and specific Fund Numbers to identify on the tax roll properties assessed for special district benefit assessments.

Pursuant to the 1982 Act, the City Council conducted the required public hearings necessary to accept property owner protests, public comments and testimony regarding the formation of the District and the proposed annual levy of assessments. In conjunction with the required 1982 Act formation proceedings (public hearing), the City conducted property owner protest ballot proceedings for the annual assessments and assessment range formula described in the Original Report in compliance with the substantive and procedural requirements of the California Constitution Article XIID. The proposed formations and annual assessments for each District were approved and established at the public hearing for the District, and pursuant to the 1982 Act.

The City Council may annually determine the cost of the services that are financed by the assessments and by ordinance or resolution order the levy of the annual assessments. However, in accordance with the provisions of the California Constitution Article XIID, no annual assessment shall exceed the maximum assessment amount

established in the Original Report without additional approval of the affected property owners. The assessment information approved would be submitted to the County Auditor/Controller and included on the property tax roll for each benefiting parcel.

II. DESCRIPTION OF THE DISTRICT

A. General Description of the District

The District consists of a subdivision for non-residential purposes known as Parcel Map 11353.

The purpose of the District is to ensure the ongoing maintenance, operation, and servicing of drainage improvements installed in connection with development of properties within the District. This District provides the financial mechanism (annual assessments) by which the ongoing operation and maintenance of these improvements are funded.

The District structure, improvements, method of apportionment and assessments described in this Report are based on current development and improvement plans including all estimated direct expenditures, incidental expenses, and reserves associated with the maintenance and servicing of the improvements.

The District is located within the boundaries of the City of Tehachapi, generally situated north of the Southern Pacific Railroad, and easterly of Dennison Road.

B. Improvements and Services within the District

The purpose of the District is to ensure the ongoing maintenance, operation, and servicing of drainage improvements installed in connection with the development of parcels within the District. These improvements may include, but are not limited to, all materials, equipment, utilities, labor and appurtenant facilities related to those improvements. The improvements installed as part of the development will be maintained and partially or entirely funded through the District assessments.

For Parcel Map 11353, the drainage improvements and services as permitted pursuant to the 1982 Act are as follows:

- Basin Maintenance (Parcel 8 or Parcel Map 11353)
- All appurtenant facilities, equipment, materials and utilities related to the aforementioned improvements.
- Maintenance and operations of drainage facilities.

The estimated annual cost to provide and maintain the improvements within the District shall be allocated to each property in proportion to the special benefits received. The Method of Apportionment described in this Report utilizes commonly accepted assessment engineering practices and has been established pursuant to the 1982 Act and the provisions of Proposition 218.

III. METHOD OF APPORTIONMENT

A. Methodology

The 1982 Act permits the establishment of a maintenance assessment district by agencies for the purpose of providing certain public improvements, which include the construction, maintenance, and servicing of public drainage improvements and appurtenant facilities. The 1982 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value:

“The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.”

The formula used for calculating assessments reflects the composition of the parcels and the improvements and services provided within the District to fairly apportion the costs based on estimated benefit to each parcel.

B. Benefit Analysis

Each of the improvements, the associated costs and assessments within the District have been reviewed, identified and allocated based on special benefit pursuant to the provisions of the California Constitution and 1982 Act. All improvements associated with this District have been identified as necessary, required and/or desired for the orderly development of the property within the District to its full potential, consistent with the development plans. As such, these improvements would be necessary and required of any property owner for the development of such property, and the ongoing operation, servicing, and maintenance of these improvements would be the financial obligation of those properties. Therefore, the improvements and the annual costs of maintenance and operation of the improvements are of direct and special benefit to the property.

The method of apportionment (method of assessment) is based on the premise that the assessed parcel within the District receives benefit from the improvements. The desirability and security of properties is enhanced by the presence of drainage facilities to handle storm water runoff.

The special benefits associated with the drainage improvements are specifically:

- Enhanced desirability of the property through association with the improvements;
- Environmental enhancement through improved erosion resistance, dust and debris control;
- Increased sense of pride in ownership of property within the District resulting from well-maintained improvements associated with the properties;
- Enhanced environmental quality of the parcels by eliminating standing water.

For the drainage improvements the special benefits contribute to a specific enhancement and desirability of the assessed parcel within the District. Although the improvements may include drainage improvements and other amenities available or visible to the public at large, the construction and installation of these improvements are only necessary for the development of the property within the District and are not required nor necessarily desired by any properties or developments outside the District boundary. Therefore, any public access or use of the improvements by others is incidental and there is no measurable general benefit to properties outside the District or to the public at large.

C. Assessment Methodology

The method of apportionment for the District calculates the receipt of special benefit from the respective improvements based on the actual or proposed land use of the parcels within the District. The special benefit received by each lot or parcel is equated to the overall land use of the parcel based on the parcel's actual land use or proposed planned development, and is reliant upon the special benefit received from the improvements planned within the District.

To identify and determine the special benefit to be received by each parcel, it is necessary to consider the entire scope of the District improvements as well as individual property development within the District. The costs associated with the improvements shall be fairly distributed among the parcels based upon the special benefit received by each parcel. Additionally, in compliance with Article XIII D Section 4 of the California Constitution, the parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred to that parcel. The benefit formula used to determine the assessment obligation is therefore based upon both the improvements that benefit the parcels within the District as well as the land use of each property as compared to other parcels that benefit from those specific improvements.

Equivalent Benefit Units

To assess benefits equitably, it is necessary to relate the different type of parcel improvements to each other. The Equivalent Benefit Unit (EBU) method of assessment apportionment uses the single-family home site as the basic unit of assessment. A single-family home site equals one Equivalent Benefit Unit (EBU). Every other land use is converted to EBUs based on an assessment formula that equates the property's specific development status, type of development (land use), and size of the property, as compared to a single-family home site.

The EBU method of apportioning benefit is typically seen as the most appropriate and equitable assessment methodology for districts formed under the 1982 Act, as the benefit to each parcel from the improvements are apportioned as a function of land use type, size and development.

EBU Application by Land Use:

Single-Family Residential — This land use is defined as a fully subdivided residential home site with or without a structure or planned single-family residential lot as identified by a submitted or approved tentative tract map or final tract map. This land use is assessed 1.0 EBU per lot or parcel. This is the base value that all other land use types are compared and weighted against (i.e. Equivalent Benefit Unit or EBU).

Multi-Family Residential — This land use is defined as a fully subdivided residential parcel that has more than one residential unit developed on the property or planned residential lot as identified by a submitted or approved tentative tract map or final tract map. This land use is assessed 1.0 EBU per dwelling unit.

Developed Commercial — This land use is defined as property developed for either commercial or industrial use. This type of property receives greater benefit than Single Family or Multi-family property due to typically larger lot sizes in relation to residential properties. With typical SFR lot sizes at .25 acres, Developed Commercial land use type is assessed at 4.0 EBU per gross acre. Parcels less than .25 acres are assigned a minimum of 1.0 EBU and there is no maximum acreage cap, as is the case with Vacant Non-Residential Property.

Non-Profit Parcels — This land use is defined as property developed for non-profit activities such as Churches or Lodges. This type of property does receive benefit from the District improvements but at a rate that coincides with the sporadic intensity of people use for the parcel. Non-Profit land use type is assessed at 0.25 EBU per gross acre. Parcels less than 1.00 gross acres are assigned a minimum of 0.25 EBU.

Vacant Residential — This land use is defined as property currently zoned for residential development, but a tentative or final tract map has not been submitted and/or approved. This land use is assessed at 0.5 EBU per parcel.

Vacant Non-Residential — This land use is defined as property currently zoned for any non-residential use, but a tentative or final tract map has not been submitted and/or approved. This land use is assessed at 1.0 EBU per gross acre. Parcels less

than 1 gross acre are assigned a minimum of 1.0 EBU. Parcels over 50 gross acres are assigned a maximum of 50 EBU.

Exempt Parcels — This land use identifies properties that are not assessed and are assigned 0.0 EBU. This land use classification may include, but is not limited to, lots or parcels identified as public streets and other roadways (typically not assigned an APN by the County); dedicated public easements, open space areas and right-of-ways including greenbelts and parkways; utility right-of-ways; common areas, sliver parcels and bifurcated lots or any other property that cannot be developed; publicly owned properties that are part of the District improvements or that have little or no improvement value. These types of parcels are considered to receive little or no benefit from the improvements and are therefore exempted from assessment.

The following table provides a listing of land use types, land use code designations, the Equivalent Benefit Unit factor applied to that land use type, and the multiplying factor used to calculate each parcel’s individual EBU.

Land Use Codes and Equivalent Benefit Units

Property Type	Land Use Code	Equivalent Benefit Units	Multiplier
Single Family Residential	SFR	1.00	Lot/Parcel
Multi Family Residential	MFR	1.00	Unit
Developed Commercial	COM	4.00	Gross Acre
Non-Profit Parcel	NP	0.25	Gross Acre
Vacant Residential	RV	0.50	Lot/Parcel
Vacant Non-Residential	NRV	1.00	Gross Acre
Exempt Parcel	XMT	0.00	Parcel

The benefit formula applied to parcels within the District is based on the preceding Equivalent Benefit Unit (EBU) table. Each parcel's EBU correlates the parcel’s special benefit received as compared to all other parcels benefiting from the improvements.

The following formula is used to calculate each parcel’s EBU (proportional benefit).

$$\text{Parcel Type EBU} \times \text{Acreage/Dwelling Units/Parcel/Lot} = \text{Parcel EBU}$$

The total number of Equivalent Benefit Units (EBUs) is the sum of all individual EBUs applied to parcels that receive a special benefit from the improvement. An

assessment amount per EBU (Rate) for each improvement is established by taking the total cost of the improvement and dividing that amount by the total number of EBUs of all parcels benefiting from the improvement. This Rate is then applied back to each parcel's individual EBU to determine the parcel's proportionate benefit and assessment obligation for that improvement.

$$\text{Total Balance to Levy} / \text{Total EBU} = \text{Levy per EBU}$$

$$\text{Levy per EBU} \times \text{Parcel EBU} = \text{Parcel Levy Amount}$$

D. Assessment Range Formula

Any new or increased assessment requires certain noticing and meeting requirements by law. Prior to the passage of Proposition 218 (*California Constitution Articles XIII C and XIII D*), legislative changes in the Brown Act defined a "new or increased assessment" to exclude certain conditions. These conditions included "any assessment that does not exceed an assessment formula or range of assessments previously adopted by the agency or approved by the voters in the area where the assessment is imposed." This definition and conditions were later confirmed through Senate Bill 919 (Proposition 218 implementing legislation).

The purpose of establishing an Assessment Range Formula is to provide for reasonable increases and inflationary adjustment to annual assessments without requiring costly noticing and mailing procedures, which could add to the District costs and assessments. Commencing with fiscal year 2016/2017, the amount of the assessment for the District is proposed to increase each year, based upon the Consumer Price Index, All Urban Consumers, for the Los Angeles-Orange-Riverside County Area ("CPI"), as determined by the United States Department of Labor, Bureau of Labor Statistics, or its successor. The Engineer shall compute the percentage difference between the CPI for February of each year and the CPI for the previous February, and shall then adjust the existing assessment by an amount not to exceed such percentage for the following fiscal year. There was no increase in CPI this year. Should the Bureau of Labor Statistics revise such index or discontinue the preparation of such index, the Engineer shall use the revised index or a comparable system as approved by the City Council for determining fluctuations in the cost of living.

The Assessment Range Formula shall be applied to all future assessments within the District. Generally, if the proposed annual assessment (levy per EBU) for the current fiscal year is less than or equal to the calculated Maximum Assessment, then the proposed annual assessment is not considered an increased assessment. The Maximum Assessment is equal to the initial Assessment (approved by property owners within the District) adjusted annually by the CPI.

The Maximum Assessment is adjusted annually and is calculated independent of the District's annual budget and proposed annual assessment. Any proposed annual

assessment (rate per EBU less than or equal to this Maximum Assessment) is not considered an increased assessment, even if the proposed assessment is greater than the assessment applied in the prior fiscal year.

Although the Maximum Assessment will increase each year, the actual assessment may remain unchanged. The Maximum Assessment adjustment is designed to establish a reasonable limit on assessments. The Maximum Assessment calculated each year does not require or facilitate an increase to the annual assessment and neither does it restrict assessments to the adjusted maximum amount. If the budget and assessment for the fiscal year do not require an increase, or the increase is less than the adjusted Maximum Assessment, then the required budget and assessment may be applied without additional property owner balloting. If the budget and assessments calculated requires an increase greater than the adjusted Maximum Assessment, then the assessment is considered an increased assessment and would be subject to balloting.

IV. DISTRICT BUDGET

City of Tehachapi	
2016/2017 Budget Worksheet	
DRAINAGE BENEFIT ASSESSMENT DISTRICT No. 1 (PARCEL MAP 11353)	
Fund Number 20634	
Levy Components	Budget
DIRECT COSTS (Basin Maintenance)	
Basin prep for rainy season	\$500.00
Weekly maintenance during rainy season	500.00
Weekly maintenance during non-rainy season	500.00
Pump station service visits (2/year)	0.00
Misc. equipment fees	500.00
Total Maintenance Costs	\$2,000.00
DIRECT COSTS (Power Costs)	
Power Consumption	\$1,100.00
Pumps	0.00
Total Power Costs	\$1,100.00
DIRECT COSTS (Pump Replacement)	
Pump and Motors (\$30,000 every 15 years)	\$0.00
Electrical Equipment (\$10,000 every 30 years)	0.00
Total Replacement Cost per year	\$0.00
ADMINISTRATION COSTS	
Levy Administration and Professional Services	\$1,038.44
County Collection Fee	15.91
City Overhead and Administration	1,000.00
Reserve Collection/(Transfer)	0.00
Total Administration Costs	\$2,054.35
COLLECTIONS/(CREDITS) APPLIED TO LEVY	
TOTAL DIRECT AND ADMIN COSTS	\$5,154.35
Balance to Levy (Budgeted)	<u>\$5,154.35</u>
DISTRICT STATISTICS	
Total Parcels	15
Total Parcels Levied	14
Total EBU's	92.40
Proposed Levy per Benefit Unit	\$55.78
Applied Levy per Benefit Unit	\$55.78
Maximum Levy per Benefit Unit (Prior Fiscal Year)	\$195.25
Maximum Levy per Benefit Unit (FY 2016/2017)	\$199.95

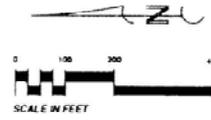
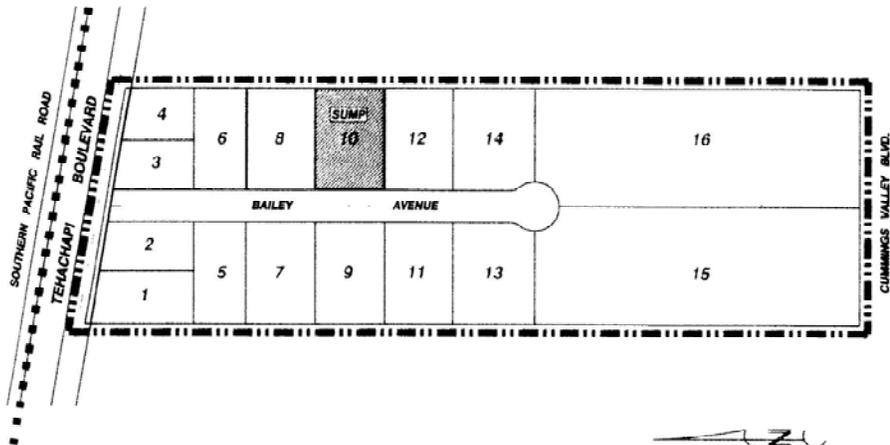
APPENDIX A – DISTRICT DIAGRAM

The parcels within the City of Tehachapi Drainage Benefit Assessment District No. 1 (Parcel Map 11353), consist of all lots, parcels and subdivisions of land located in Parcel Map 11353. The District includes Kern County Assessor's Parcel Map Book 223, Page 190, Parcel 15. This County Assessor's Parcel Map, the Assessment Roll, and Exhibit 1 constitute the District Assessment Diagram. A copy of the County Assessor's Parcel Map is shown on the following page.



Respecting Our Past Planning Our Future

Tehachapi Drainage Benefit Assessment District No. 1
(Parcel Map 11353)



APN 223-190-15
PROPOSED NO. OF ASSESSABLE PARCELS 15
ASSESSABLE ACREAGE 23.95

LEGEND

- ▬▬▬▬▬▬ DISTRIC BOUNDARY
- ▨ SUMP

NOTE: The quantities identified on this map are subject to change. For details, refer to the approved Developer plans on file in the Office of the City Engineer. For parcel detail, please refer to the latest Kern County Assessor's Map.

DATE: DECEMBER 1, 2008

APPENDIX B - ASSESSMENT ROLL

Parcel identification, for each lot or parcel within the District, shall be the parcel as shown on the Kern County Assessor's map for the year in which this Report is prepared.

Non-assessable lots or parcels may include areas of public streets and other roadways (typically not assigned an APN by the County); dedicated public easements, open space areas and rights-of-ways including public greenbelts and parkways; utility rights-of-ways; common areas; landlocked parcels, small parcels vacated by the County, bifurcated lots, and any other property that cannot be developed. These types of parcels are considered to receive little or no benefit from the improvements and are therefore exempted from assessment. Properties outside the District boundary receive no direct or special benefits from the improvements provided by the District and are not assessed.

Parcel identification, for each lot or parcel within the District, shall be the parcel as shown on the Kern County Assessor's map for the year in which this Report is prepared. The land use classification for each parcel is based on the Kern County Assessor's Roll. A listing of parcels assessed within this District, along with the proposed assessment amounts, shall be submitted to the City Clerk, under a separate cover, and by reference is made part of this Report.

Approval of this Report (as submitted or as modified) confirms the method of apportionment and the maximum assessment rate to be levied against each eligible parcel and thereby constitutes the approved levy and collection of assessments for the fiscal year. The parcels and the amount of assessment to be levied shall be submitted to the County Auditor/Controller and included on the property tax roll for the fiscal year.

If any parcel submitted for collection is identified by the County Auditor/Controller to be an invalid parcel number for the current fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County Auditor/Controller. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment and assessment rate approved in this Report. Therefore, if a single parcel has changed to multiple parcels, the assessment amount applied to each of the new parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment.



APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____

[Handwritten signature]

COUNCIL REPORTS

MEETING DATE: JUNE 6, 2016 AGENDA SECTION: City Manager

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: GREG GARRETT, CITY MANAGER

DATE: JUNE 2, 2016

SUBJECT: CITY OF TEHACHAPI DRAINAGE BENEFIT ASSESSMENT DISTRICT NO. 2014-1 (PARCEL MAP 10997)

BACKGROUND

This action by the City Council initiates the process and declares the City's intention to levy assessments within the City of Tehachapi Drainage Benefit Assessment District No. 2014-1(Parcel Map 10997). This action also sets the time and place for the public hearing on this issue.

The total annual maintenance and administration costs to the District are \$12,175.88. Annual District costs are funded through the assessments placed on the property tax bills.

OPTIONS

There are no alternate options for this item.

RECOMMENDATION

ADOPT THREE RESOLUTIONS: (1) INITIATING PROCEDURES FOR LEVY AND COLLECTION OF ASSESSMENTS FOR THE FISCAL YEAR 2016/2017; (2) PRELIMINARY APPROVAL OF THE ENGINEER'S REPORT, AND (3) DECLARING THE CITY'S INTENTION TO LEVY AND COLLECT ASSESSMENTS, WHICH SETS THE TIME AND PLACE OF THE PUBLIC HEARING FOR MONDAY, JUNE 20, 2016 AT 6:00 P.M.

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TEHACHAPI, CALIFORNIA INITIATING PROCEEDINGS FOR THE
LEVY AND COLLECTION OF ANNUAL ASSESSMENTS FOR CITY OF
TEHACHAPI DRAINAGE BENEFIT ASSESSMENT DISTRICT NO.
2014-1 FOR FISCAL YEAR 2016/2017**

WHEREAS, the City Council pursuant to the provisions of the *Benefit Assessment Act of 1982, Chapter 6.4 of the California Government Code, beginning with Section 54703* (hereafter referred to as the "1982 Act") formed an assessment district to be designated as **City of Tehachapi Drainage Benefit Assessment District No. 2014 (Parcel Map 10997)** (hereafter referred to as the "District"); for the purpose of funding the ongoing operation, maintenance and servicing of drainage improvements installed in conjunction with the development of properties within the District; and to levy and collect annual assessments related thereto. The 1982 Act provides for the formation of such an assessment district pursuant to *Article 3 Section 54710*, and provides for the levy and collection of assessments by the County on behalf of the City pursuant to *Article 4 Section 54718*; and,

WHEREAS, the City Council has retained Willdan Financial Services as the Engineer of Work, for the purpose of assisting with the administration of the District, the establishment of annual assessments, and to prepare and file an Engineer's Report with the City Clerk in accordance with the 1982 Act; and in accordance with the requirements of the

California Constitution, Articles XIII C and XIII D;

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

Section 1: The City Council hereby orders the Engineer to prepare and file an Engineer's Annual Levy Report concerning the levy of assessments for properties within the District.

Section 2. The District improvements include the ongoing operation, administration, maintenance and servicing of the drainage basin systems and appurtenant facilities authorized pursuant to the 1982 Act that were installed as part of property development and associated within the District. Said improvements may include, but are not limited to all materials, equipment, utilities, labor and appurtenant facilities related to those improvements, and dedicated to the City of Tehachapi for such maintenance.

Section 3. The territory within Drainage Benefit Assessment District No. 2014-1 consists of lots, parcels and subdivisions of land located in the development known as Parcel Map 10997.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Tehachapi on the 6th day of June, 2016 by the following vote:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

Susan Wiggins, Mayor
of the City of Tehachapi, California

ATTEST:

Tori Marsh
City Clerk of the City of Tehachapi, California

I hereby certify that the foregoing resolution was duly and regularly adopted by the City Council of the City of Tehachapi at a regular meeting thereof held on June 6, 2016.

Tori Marsh
City Clerk of the City of Tehachapi, California

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TEHACHAPI, CALIFORNIA ACCEPTING AND PRELIMINARILY
APPROVING THE ENGINEER'S ANNUAL LEVY REPORT
REGARDING THE CITY OF TEHACHAPI DRAINAGE BENEFIT
ASSESSMENT DISTRICT NO. 2014-1 FOR FISCAL YEAR 2016/2017**

WHEREAS, the City Council has, by previous Resolution, ordered the preparation of an Engineer's Annual Levy Report (hereafter referred to as the "Report") regarding the assessment district to be designated as the "**City of Tehachapi Drainage Benefit Assessment District No. 2014-1 (Parcel Map 10997)**"; (hereafter referred to as the "District"), and the levy and collection of assessments related thereto, pursuant to the provisions of the *Benefit Assessment Act of 1982, Chapter 6.4 of the California Government Code, beginning with Section 54703* (hereafter referred to as the "1982 Act"); and,

WHEREAS, there has now been presented to this City Council the Report and,

WHEREAS, the City Council has carefully examined and reviewed the Report as presented, and is preliminarily satisfied with the District and the budget items and documents as set forth therein, and is satisfied that the proposed assessments have been spread in accordance with the special benefits received from the improvements, operation, administration, maintenance and services to be performed within the District, as set forth in said Report.

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

as follows:

Section 1: The preceding recitals are true and correct.

SECTION 2. That the Report as presented, consists of the following:

- a. A Description of Improvements.
- b. A Boundary Diagram of the District.
- c. The Method of Apportionment that details the method of calculating each parcel's proportional special benefits and annual assessment.
- d. The proposed Budget (Costs and Expenses) and the duration and collection of assessments.
- e. The District Roll containing the Levy for each Assessor Parcel Number within the District for fiscal year 2016/2017.

SECTION 3. The Report is hereby approved on a preliminary basis, and ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

SECTION 4. The Maximum Assessment described in the Report is hereby approved on a preliminary basis.

SECTION 5. The City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the presentation of the Report.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Tehachapi on the 6th day of June, 2016 by the following vote:

AYES: COUNCILMEMBERS: _____
NOES: COUNCILMEMBERS: _____
ABSTAIN: COUNCILMEMBERS: _____
ABSENT: COUNCILMEMBERS: _____

Susan Wiggins, Mayor
of the City of Tehachapi, California

ATTEST:

Tori Marsh
City Clerk of the City of Tehachapi, California

I hereby certify that the foregoing resolution was duly and regularly adopted by the City Council of the City of Tehachapi at a regular meeting thereof held on June 6, 2016.

Tori Marsh
City Clerk of the City of Tehachapi, California

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI, CALIFORNIA DECLARING ITS INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS WITHIN CITY OF TEHACHAPI DRAINAGE BENEFIT ASSESSMENT DISTRICT NO. 2014-1 IN FISCAL YEAR 2016/2017, AND TO APPOINT A TIME AND PLACE FOR THE PUBLIC HEARING ON THESE MATTERS.

WHEREAS the City Council pursuant to the provisions of the *Benefit Assessment Act of 1982, Chapter 6.4 of the California Government Code, beginning with Section 54703* (hereafter referred to as the "1982 Act") did by previous Resolution approve the levy and collection of annual assessments to pay for the the ongoing operation, maintenance and servicing of drainage improvemnets installed in conjunction with the development of properties within the District; and to levy and collect annual assessments related thereto for the assessment district designated as "City of Tehachapi Drainage Benefit Assessment District No. 2014-1 (Parcel Map 10997)" (hereafter referred to as the "District"); and,

WHEREAS, the Engineer selected by the City Council has prepared and filed with the City Clerk a Report in connection with the proposed District, and the levy of assessments for Fiscal Year 2016/2017 (July 1, 2016 and ending June 30, 2017), and the City Council did by previous Resolution preliminarily approve such Report.

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

Section 1: The City Council hereby declares its intention to seek the annual levy of the District pursuant to the 1982 Act, over and including the land within the District boundary, and to levy and collect special benefit assessments on parcels of land within the District to pay for the costs and expenses associated with the operation, maintenance, repair and servicing of the drainage basin and appurtenant facilities related thereto.

SECTION 2. The District improvements include the ongoing operation, administration, maintenance and servicing of the drainage basin systems and appurtenant facilities authorized pursuant to the 1982 Act that were installed as part of property development and associated within the District. Said improvements may include, but are not limited to all materials, equipment, utilities, labor and appurtenant facilities related to those improvements, and dedicated to the City of Tehachapi for such maintenance.

SECTION 3. The proposed territory within City of Tehachapi Drainage Benefit Assessment District No. 1 consists of lots, parcels and subdivisions of land located in the development known as Parcel Map 11353.

SECTION 4. The proposed assessments for the District are outlined in the Engineer's Report. The Report details the proposed assessments necessary to provide for the annual operation, administration, services and maintenance of the improvements described in Section 2 of this Resolution.

SECTION 5. Notice is hereby given that a Public Hearing on these matters will be held by the City Council on Monday, June 20, 2016 at 6:00 p.m. or as soon thereafter as feasible in the regular meeting chambers of the City Council located at 300 South Robinson Street, Tehachapi, California, in accordance with *Government Code, Section 53753 and*

California Constitution, Article XIII D, Section 4(e). The City shall give notice of the time and place of the Public Hearing by posting a copy of this resolution on the official bulletin board customarily used by the Council for the posting of notices and by publishing this resolution in a local newspaper pursuant to Government Code Section 6066 as outlined in the 1982 Act. At the Public Hearing, interested persons shall be permitted to present written and/or oral testimony.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Tehachapi on the 6th day of June, 2016 by the following vote:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

Susan Wiggins, Mayor
of the City of Tehachapi, California

ATTEST:

Tori Marsh
City Clerk of the City of Tehachapi, California

I hereby certify that the foregoing resolution was duly and regularly adopted by the City Council of the City of Tehachapi at a regular meeting thereof held on June 6, 2016.

Tori Marsh
City Clerk of the City of Tehachapi, California



TEHACHAPI

CALIFORNIA

Live Up.

City of Tehachapi

Drainage Benefit Assessment District No. 2014-1

(Parcel Map 10997)

2016/2017 ENGINEER'S ANNUAL LEVY REPORT

Intent Meeting: June 6, 2016

Public Hearing: June 20, 2016

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ASSESSMENT ENGINEER'S AFFIDAVIT

TEHACHAPI DRAINAGE BENEFIT ASSESSMENT DISTRICT NO. 2014-1 (Parcel Map 10997)

City of Tehachapi Kern County, State of California

This Report describes the improvements, budgets, parcels and assessments to be levied for fiscal year 2016/2017, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Kern County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this _____ day of _____, 2016.

Willdan Financial Services
Assessment Engineer
On Behalf of the City of Tehachapi

By: _____

Josephine Perez-Moses
Senior Project Manager
Financial Consulting Services

By: _____

Richard Kopecky
R. C. E. # 16742

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INTRODUCTION

Pursuant to the provisions of the *Benefit Assessment Act of 1982, being Chapter 6.4 of the California Government Code, commencing with Section 54703* (hereafter referred to as the “1982 Act”), and in compliance with the substantive and procedural requirements of the *California State Constitution Article XIII D* (hereafter referred to as the “California Constitution”), the City Council of the City of Tehachapi, County of Kern, State of California (hereafter referred to as “City”), propose to levy special benefit assessments for the district to be designated as:

Drainage Benefit Assessment District No. 2014-1 (Parcel Map 10997)

(hereafter referred to as “District”), which includes all lots and parcels of land within Parcel Map 10997 that will receive special benefit from the drainage improvements installed and maintenance in connection with the development of this non-residential subdivision within the City limits of Tehachapi. This Engineer’s Report (hereafter referred to as “Report”) describes the District and the proposed assessments for fiscal year 2016/2017. The annual budget for the maintenance and operation of the improvements is based on estimated expenses for the upcoming fiscal year. Parcels within the District are assessed proportionately for only those improvements and services that are a direct and special benefit to each property in the District.

The City Council proposes to levy and collect annual assessments on the County tax roll to provide ongoing funding for the costs and expenses required to service and maintain drainage improvements and appurtenant facilities that are necessary and essential requirements for the development of the properties within the District to cause the protection of those properties and the surrounding ecological environment from flooding. The improvements to be provided by the District and the assessments described herein are made pursuant to the 1982 Act and the substantive and procedural provisions of the California Constitution.

The District and the assessments described herein for fiscal year 2016/2017 provides a funding source for the continued operation and maintenance of the drainage improvements that are directly associated with the development of properties within the District and for the special benefit of those properties.

The budgets and assessments described in this Report are based on the improvements and development requirements associated with Parcel Map 10997. The budgets described herein, represent an estimate of the direct expenditures, incidental expenses, and fund balances that will be necessary to ensure proper maintenance, servicing and funding needs to support the drainage improvements that provide special benefit to properties within the District.

The word “parcel,” for the purposes of this Report, refers to an individual property assigned its own Assessor’s Parcel Number (APN) by the Kern County Assessor’s Office. The Kern County Auditor-Controller uses Assessor’s Parcel Numbers and specific Fund Numbers to identify properties to be assessed on the tax roll for the special benefit assessments.

Pursuant to the 1982 Act, the City Council conducted the required public hearings necessary to accept property owner protests, public comments and testimony regarding the formation of the District and the proposed annual levy of assessments. In conjunction with the required 1982 Act formation proceedings (public hearing), the City conducted property owner protest ballot proceedings for the annual assessments and assessment range formula described in the Original Report in compliance with the substantive and procedural requirements of the California Constitution Article XIII D. The proposed formations and annual assessments for each District were approved and established at the public hearing for the District, and pursuant to the 1982 Act.

Each subsequent fiscal year, a Report shall be prepared and presented to the City Council describing any changes to the improvements, the proposed services, the annual budget and assessments for that fiscal year, and the City Council shall hold a noticed public hearing regarding these matters prior to approving and ordering the proposed levy of assessments.

This Report consists of five (5) parts:

Part I

Plans and Specifications: A description of the District boundaries and the improvements associated with the District. The District is a single benefit zone encompassing all properties within the territory identified as Tehachapi Drainage Benefit Assessment District No.2014-1 (Parcel Map 10997).

Part II

The Method of Apportionment: A discussion of benefits the improvements and services provide to properties within the District and the method of calculating each property's proportional special benefit and annual assessment. This section also identifies and outlines an Assessment Range Formula that provides for an annual adjustment to the maximum assessment rate that establishes limits on future assessments, but also provides for reasonable cost adjustments due to inflation without the added expense of additional property owner protest ballot proceedings.

Part III

The District Budget: An estimate of the annual costs to operate, maintain and service drainage improvements related to the properties within the District. This budget includes an estimate of anticipated direct maintenance costs and incidental expenses including, but not limited to administration expenses and the collection of appropriate fund balances. The assessments are based on the estimated net annual cost of operating, maintaining and servicing the District improvements for fiscal year 2016/2017. The maximum assessment (Rate per Equivalent Benefit Unit) identified in the budget of this Report shall be adjusted annually by the Assessment Range Formula described in the method of apportionment.

Part IV

District Diagram: A Diagram showing the exterior boundaries of the District is provided in this Report and includes all parcels that will receive special benefits from the

improvements. Parcel identification, the lines and dimensions of each lot, parcel and subdivision of land within the District, are inclusive of all parcels as shown on the Kern County Assessor's Parcel Maps as they existed at the time this report was prepared and includes all subsequent subdivisions, lot line adjustments or parcel changes therein. Reference is hereby made to the Kern County Assessor's maps for a detailed description of the lines and dimensions of each lot and parcel of land within the District.

Part V

Assessment Roll: A listing of the proposed assessment amount for each parcel based on the parcel's proportional special benefit as outlined in the method of apportionment and the maximum assessment rate.

PART I — PLANS AND SPECIFICATIONS

PROPERTIES WITHIN THE DISTRICT

Drainage Benefit Assessment District No. 2014-1, (Parcel Map 10997), consists of 8 parcels designated for non-residential purposes and 1 parcel which incorporates most of the improvements to be maintained

The purpose of the District is to ensure the ongoing maintenance, operation, and servicing of drainage improvements installed in connection with development of properties within the District. This District will provide the financial mechanism (annual assessments) by which the ongoing operation and maintenance of these improvements will be funded.

The District structure, improvements, method of apportionment and assessments described in this Report are based on current development and improvement plans including all estimated direct expenditures, incidental expenses, and reserves associated with the maintenance and servicing of the improvements.

The District is located within the boundaries of the City of Tehachapi, generally situated on Industrial Parkway and North Curry Street.

FUNDING AUTHORIZED BY THE 1982 ACT

As generally defined by the Benefit Assessment Act of 1982 and applicable to this District, the City may impose a benefit assessment to finance the maintenance and operation costs of the following services:

- 1) Drainage; and,
- 2) Flood Control

In addition to imposing a benefit assessment for the annual maintenance and operation of the District improvements, the City may also authorize an assessment or utilize existing assessment revenues to finance the installation, construction or replacement of drainage and flood control facilities. While such activities are permitted under the 1982 Act, the budget and assessments for this District only provide for normal maintenance and operation of the improvements. Since most major rehabilitation/construction projects result from unforeseen damages, the extent and cost of such projects are not easily predicted and to accumulate funds as part of the normal annual assessments is not practical. If such funding becomes necessary, the City may present a new or increased assessment to the property owners to support such projects.

IMPROVEMENTS AND SERVICES

The purpose of this District is to fund the activities necessary to maintain and service the corresponding drainage improvements required of properties within the District. The maintenance and operation of these improvements may include but are not limited to all materials, equipment, labor, and incidental expenses deemed necessary to keep these

improvements in satisfactory condition as well as the collection of assessment installments for the periodic service activities, repair or rehabilitation of various improvements and facilities (not capital improvements expenditures or replacement of the drainage infrastructure).

Detailed maps and descriptions of the location and extent of the improvements to be maintained by the District are on file in the Office of Public Works and by reference are made part of this Report. These plans and specifications may be amended or modified from time to time to reflect future property development within the District or necessary changes to the planned developments currently approved by the City. The net annual cost to provide and maintain the improvements determined to be of special benefit shall be allocated to each property in proportion to the special benefits received from those various improvements. The District improvements and services are generally described as:

Drainage Maintenance

For Parcel Map 10997, the drainage improvements are as follows:

- Basin Maintenance (Parcel Map 10997)
- All appurtenant facilities, equipment, materials and utilities related to the aforementioned improvements.

PART II — METHOD OF APPORTIONMENT

The 1982 Act permits the establishment of assessment districts by agencies for the purpose of providing for the maintenance, operation and servicing of drainage and flood control improvements as well as streets, roads and appurtenant facilities. The 1982 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value:

“The amount of the assessment imposed on any parcel of property shall be related to the benefit to the parcel which will be derived from the provision of the service”.

Furthermore:

“The annual aggregate amount of the assessment shall not exceed the estimated annual cost of providing the service, except that the legislative body may, by resolution, determine that the estimated cost of work authorized ... is greater than can be conveniently raised from a single annual assessment and order that the estimated cost shall be raised by an assessment levied and collected in installments.... The revenue derived from the assessment shall not be used to pay the cost of any service other than the service for which the assessment was levied.

The method of apportionment described in this Report for allocation of special benefit assessments reflects the composition of parcels within the District and the improvements and services provided, to fairly apportion the costs based on the special benefits to each parcel.

BENEFIT ANALYSIS

The ongoing maintenance and servicing of the District improvements is an integral part of the use and preservation of the properties within the District and as such confer a particular and distinct special benefit to those parcels. The proper maintenance of the improvements and appurtenant facilities allows individual parcels to be developed and used to their fullest extent by ensuring adequate drainage and proper control of excess water during periods of rain, which is essential to preservation and protection of private property. In reviewing the drainage analysis prepared in connection with the development of properties in Parcel Map 10997 (which contains all parcels within the District) it was determined that improvements to be maintained through this District are only necessary to provide drainage and control of excess water during periods of rain for properties within the District only. That analysis indicated that the drainage and flow of excess water during periods of rain from surrounding properties will not be addressed by the District improvements and these improvements are only necessary to mitigate water run-off from the properties in the District. Therefore, it has been determined that these drainage improvements and the maintenance and servicing of such improvements is entirely a special benefit to properties in the District and there is no quantifiable general benefit to properties or the public at large.

ASSESSMENT METHODOLOGY

All costs associated with the improvements and services shall be fairly distributed among the parcels based upon the special benefit received by each parcel. Additionally, in compliance with the California Constitution Article XIID Section 4, each parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred to that parcel. The method of apportionment established for this District and described herein, reflects the proportional special benefit each property receives from the improvements and services based on the actual or proposed land use of that parcel as compared to other properties within the District. The benefit formula used to determine the assessment obligation for each parcel is based upon both the type of improvements that benefit that particular parcel as well as the proposed land use of each property as compared to other parcels that benefit from those specific improvements.

Upon review of the improvements and the development of properties within the District it has been determined that all properties receive similar special benefits from each of the improvements and services to be funded by annual assessments and a single zone of benefit is appropriate for the allocation of the assessments and proportional special benefit.

Equivalent Benefit Units:

To assess benefits equitably it is necessary to relate each property's proportional special benefits to the special benefits of all other properties within the District. The method of apportionment established for most districts formed under the 1982 Benefit Act utilizes a weighted method of apportionment known as an Equivalent Benefit Unit (EBU) methodology that uses a weighted EBU based on an assessment formula that equates the property's specific development characteristics such as land use and size to that of other properties in the District.

Because this District is comprised of only properties that will be developed for non-residential use (excluding the drainage basin which is part of the improvements being maintained) the Equivalent Benefit Unit (EBU) methodology for this District is based entirely on the acreage of the benefiting parcels which provides a reasonable reflection of the anticipated water run-off from each parcel and their proportional special benefit. Therefore, each non-residential parcel is assigned 1.0 EBU per acre and parcels less than .25 acres are assigned a minimum of 0.25 EBUs. Exempt from assessment is the acreage (parcels or future parcels) that encompass the drainage basin for the District.

Assessment Calculations:

The following formula is used to calculate each parcel's EBU (proportional benefit).

$$\text{Parcel Acreage} = \text{Parcel EBU}$$

The total number of Equivalent Benefit Units (EBU's) is the sum of all individual EBU's applied to parcels that receive special benefit from the improvements. An assessment amount per EBU (Assessment Rate) for the improvements is established by taking the total cost of the improvements and dividing that amount by the total number of EBU's of all parcels benefiting from the improvements. This Rate is then applied back to each parcel's individual EBU to determine the parcel's proportionate benefit and assessment obligation for the improvements.

$$\text{Total Balance to Levy} / \text{Total EBU} = \text{Levy per EBU}$$

$$\text{Levy per EBU} \times \text{Parcel EBU} = \text{Parcel Levy Amount}$$

ASSESSMENT RANGE FORMULA

Any new or increased assessment requires certain noticing and meeting requirements by law. Prior to the passage of Proposition 218 (California Constitution Articles XIII C and XIII D), legislative changes in the Brown Act defined a "new or increased assessment" to exclude certain conditions. These conditions included "any assessment that does not exceed an assessment formula or range of assessments previously adopted by the agency or approved by the voters in the area where the assessment is imposed." This definition and conditions were later confirmed through Senate Bill 919 (Proposition 218 implementing legislation).

The purpose of establishing an Assessment Range Formula is to provide for reasonable increases and inflationary adjustment to annual assessments without requiring costly noticing and mailing procedures, which could add to the District costs and assessments. Commencing with fiscal year 2016/2017, the amount of the assessment for the District may be increased to adjust for increases in labor and material costs. This increase will be based upon the greater of the latest composite percentage change in California Public Utilities Commission ("CPUC") approved rates for each light fixture used in the City's streetlight Maintenance Districts or the Consumer Price Index, All Urban Consumers, for the Los Angeles-Orange-Riverside County Area, as determined by the United States Department of Labor, or its successor, without conducting another mailed ballot election. The Engineer shall compute the percentage difference between the CPI and/or CPUC rates for February of each year and the CPI and/or CPUC rates for the previous February, and shall then adjust the existing assessment by an amount not to exceed such percentage for the following fiscal year. Should the Bureau of Labor Statistics revise such index or discontinue the preparation of such index, the Engineer shall use the revised index or a comparable system as approved by the City Council for determining fluctuations in the cost of living.

The Assessment Range Formula shall be applied to all future assessments within the District. Generally, if the proposed annual assessment (levy per EBU) for the current fiscal year is less than or equal to the calculated Maximum Assessment, then the proposed annual assessment is not considered an increased assessment. The Maximum Assessment is equal to the initial Assessment (approved by property owners within the District) adjusted annually by the CPI.

The Maximum Assessment is adjusted annually and is calculated independent of the District's annual budget and proposed annual assessment. Any proposed annual assessment (rate per EBU less than or equal to this Maximum Assessment) is not considered an increased assessment, even if the proposed assessment is greater than the assessment applied in the prior fiscal year.

Although the Maximum Assessment will increase each year, the actual assessment may remain unchanged. The Maximum Assessment adjustment is designed to establish a reasonable limit on assessments. The Maximum Assessment calculated each year does not require or facilitate an increase to the annual assessment and neither does it restrict assessments to the adjusted maximum amount. If the budget and assessment for the fiscal year do not require an increase, or the increase is less than the adjusted Maximum Assessment, then the required budget and assessment may be applied without additional property owner balloting. If the budget and assessments calculated requires an increase greater than the adjusted Maximum Assessment, then the assessment is considered an increased assessment and would be subject to balloting.

PART III — DISTRICT BUDGETS

The following budget outlines the estimated annual costs to be collected and deemed necessary for the operation, maintenance and servicing of the improvements for the District. The maximum assessment (Rate per Equivalent Benefit Unit) identified by this budget establishes the initial maximum assessment for the District in fiscal year 2016/2017. This assessment rate shall be adjusted annually by the Assessment Range Formula described in the method of apportionment and collectively this assessment rate and inflationary adjustment will be presented to the property owners of record for approval as part of the balloting process for new or increased assessments in accordance with the provisions of the California Constitution, Article XIII D.

BAD District No. 2014-1, (Parcel Map 10997)
Fund Number 20636

Levy Components	Budget
MAINTENANCE & OPERATION EXPENSES	
Drain Sump Maintenance	\$ 6,000.00
Drainage Basin Maintenance	\$ 3,670.00
Total Direct Costs	\$ 9,670.00
INCIDENTAL/ADMINISTRATION EXPENSES	
Levy Administration and Professional Services	\$ 1,033.32
County Collection Fee	1.50
City Overhead and Administration	967.00
Total Incidental Costs	\$ 2,001.82
Total Maintenance, Operation & Incidental Expenses	\$ 11,671.82
COLLECTIONS/(CREDITS) APPLIED TO LEVY	
General Benefit Contribution	\$ -
Reserve Collection/(Transfer)	504.06
Additional City Contribution	-
Total Contribution/Credit	\$ 504.06
Balance to Levy (Budgeted)	\$ 12,175.88
DISTRICT STATISTICS	
Total Parcels	8
Total Parcels Levied	6
Total Equivalent Benefit Units	12.65
Proposed Levy per Benefit Unit	166.35
Calculated Levy per Benefit Unit	\$ 962.520
Maximum Levy per Benefit Unit (FY 2015/2016)	\$ 939.867
Maximum Levy per Benefit Unit (FY 2016/2017)	\$ 962.521

PART IV — DISTRICT DIAGRAM

The following District Diagram identifies the area of land within the District to be designated as “Drainage Benefit Assessment District No. 2014-1 (Parcel Map 10997)”, based on the development and improvement plans for the District, Kern County Assessor’s Maps, and Kern County Assessor’s property information as the same existed at the time this Report was prepared. The District includes Kern County Assessor’s Parcel Map Book 415, Page 170, Parcels 13, 14, 15, 16, 17, 18, and 19. The combination of this map and the Assessment Roll contained in Part V of this Report constitute the Assessment Diagram for the District. The maximum assessment rate, assessment range formula and the proposed assessment amount for each of the lots and parcels of land within the District, as described herein, shall be presented to the property owners of record for approval or protest in accordance with the provisions of the California Constitution.

A copy of the District Diagram follows:

**ASSESSMENT DIAGRAM FOR
DRAINAGE BENEFIT ASSESSMENT DISTRICT NO. 2014-1
CITY OF TEHACHAPI, COUNTY OF KERN, STATE OF CALIFORNIA**



SHEET 1 OF 1

PROPOSED BOUNDARIES OF
DRAINAGE BENEFIT ASSESSMENT DISTRICT NO. 2014-1
(PARCEL MAP 10997)

CITY OF TEHACHAPI
COUNTY OF KERN
STATE OF CALIFORNIA



FILED IN THE OFFICE OF THE CITY CLERK THIS _____ DAY
OF _____, 20____.

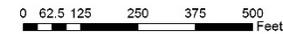
I HEREBY CERTIFY THAT THIS MAP SHOWING THE
BOUNDARIES OF DRAINAGE BENEFIT ASSESSMENT DISTRICT
NO. 2014-1 (PARCEL MAP 10997), CITY OF TEHACHAPI,
COUNTY OF KERN, STATE OF CALIFORNIA, WAS APPROVED
BY THE CITY COUNCIL OF THE CITY OF TEHACHAPI AT A
REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF
_____, 20____, BY ITS RESOLUTION NO. _____.

CITY CLERK
CITY OF TEHACHAPI

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	Portion of 415-170-14
2	415-170-15
3	415-170-16
4	415-170-17
5	415-170-18
6	415-170-19
7	415-170-13
8	Portion of 415-170-14

Legend

- District Boundary
- Map Reference Number



PART V — ASSESSMENT ROLL

Parcel identification for each lot or parcel within the District is outlined in the preceding Assessment Diagram and is based on available parcel maps and property data from the Kern County Assessor’s Office at the time this Engineer’s Report was prepared. A listing of the lots and parcels to be assessed within this District commencing in Fiscal Year 2016/2017, along with the assessment amount for each such lot or parcel is provided below.

If any parcel submitted for collection is identified by the County Auditor-Controller to be an invalid parcel number for the fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County Auditor-Controller. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment and assessment rates described in this Report as approved by the City Council. Therefore, if a single parcel is subdivided to multiple parcels, the assessment amount applied to each of the new parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment amount.

The following is a list of the lots and parcels of land (parcels) within the District and the corresponding assessment amounts to be levied for Fiscal Year 2016/2017 as determined by the assessment rate and method of apportionment described herein:

Map Reference Number	APN	Acreage	Designated Land Use	Equivalent Benefit Unites	Balloted Amount Assessment (FY 2016/2017)
1	415-170-14 (Portion of)	3.96	Non-Residential Development	3.96	\$3,811.58
2	415-170-15	2.25	Non-Residential Development	2.25	\$2,165.67
3	415-170-16	2.93	Non-Residential Development	2.93	\$2,820.19
4	415-170-17	1.71	Non-Residential Development	1.71	\$1,645.91
5	415-170-18	1.02	Non-Residential Development	1.02	\$981.77
6	415-170-19	0.13	Exempt Parcel	-	\$0.00
7	415-170-13	0.78	Vacant Non-Residential	0.78	\$750.77
8	415-170-14 (Portion of)	1.05	Exempt Parcel	-	\$0.00
TOTAL		13.83		12.65	\$12,175.89