

## **AGENDA**

**TEHACHAPI CITY COUNCIL REGULAR MEETING,  
TEHACHAPI REDEVELOPMENT SUCCESSOR AGENCY REGULAR MEETING,  
TEHACHAPI PUBLIC FINANCING AUTHORITY REGULAR MEETING, AND  
TEHACHAPI CITY FINANCING CORPORATION REGULAR MEETING  
TUESDAY, JULY 5, 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**

**Tuesday, July 5, 2016- 6:00 P.M. - PG. 2**

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1. General public comments regarding matters not listed as an agenda item
2. Mayor to present a Certificate of Appreciation to Mark and Jessie Milano for their generous donation of the Tehachapi Event Center and Rodeo Grounds Entry Monument
3. Introduction of the Tehachapi Police Foundation Board of Directors
4. Presentation by Kara Lott of Optimal Hospice

**CITY CLERK REPORTS**

Tehachapi City Council Unassigned Res. No. 35-16

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

- \*5. **ALL ORDINANCES SCHEDULED FOR INTRODUCTION OR ADOPTION AT THIS MEETING SHALL BE READ BY TITLE ONLY**
- \*6. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation special meeting on June 20, 2016 and regular meeting on June 20, 2016 – **APPROVE AND FILE**
- \*7. Destruction of Records - **ADOPT A RESOLUTION AUTHORIZING THE DESTRUCTION OF CERTAIN CITY RECORDS SUBJECT TO APPROVAL BY THE CITY CLERK AND CITY ATTORNEY**

**FINANCE DIRECTOR REPORTS**

- \*8. Disbursements, bills, and claims for June 15, 2016 through June 29, 2016 – **AUTHORIZE PAYMENTS**

**ASSISTANT CITY MANAGER**

9. Airport entitlement funds transfer - **AUTHORIZE THE MAYOR AND THE CITY ATTORNEY TO SIGN THE AGREEMENT FOR TRANSFER OF ENTITLEMENTS TO THE CITY OF CALIFORNIA CITY, SUBJECT TO REVIEW OF THE CITY ATTORNEY AND CITY MANAGER**

**CITY MANAGER REPORTS**

- \*10. Non-commercial hangar ground lease agreement – **APPROVE NON-COMMERCIAL HANGAR GROUND LEASE AGREEMENT FOR HANGAR 08E BETWEEN THE CITY OF TEHACHAPI AND RICHMOND PROPERTIES, INC. AND AUTHORIZE THE MAYOR TO SIGN**
11. Report to Council regarding current activities and programs – **VERBAL REPORT**

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

**Tuesday, July 5, 2016- 6:00 P.M. - PG. 3**

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**COUNCILMEMBER REPORTS**

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

**CLOSED SESSION**

1. Conference with Legal Counsel regarding requests pursuant to Government Code Section 995.8 for providing a defense against misdemeanor charges filed by the Kern County District Attorney's office by the former Airport Director Tom Glasgow, and his assistant, Gaston Patterson pursuant to Government Code Section 54956.9(d)(1).

**ADJOURNMENT**

## MINUTES

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

**WELLS EDUCATION CENTER  
300 SOUTH ROBINSON STREET  
MONDAY, JUNE 20, 2016 – 5:00 P.M.**

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

### ACTION TAKEN

#### CALL TO ORDER

Meeting called to order by Mayor Wiggins at 5:00 p.m.

#### ROLL CALL

Roll call by City Clerk Tori Marsh

Present: Mayor Wiggins, Mayor Pro-Tem Nixon, Councilmembers Grimes, Smith and Wahlstrom

Absent: Councilmember Wahlstrom

#### PLEDGE TO THE FLAG

Led by Councilmember Grimes  
5:03 Councilmember Wahlstrom arrived

#### AUDIENCE COMMUNICATIONS

1. General public comments regarding matters listed as an agenda item were received from:
  - a. No comments received

#### BUSINESS

#### CITY MANAGER REPORTS/FINANCE DIRECTOR REPORTS

1. Presentation on the five-year budget for Fiscal-Years 2016/17 through

Adopted Resolution No. 25-16  
Approving And Adopting The

**ACTION TAKEN**

**2020/21 – CITY MANAGER, GREG GARRETT & FINANCE DIRECTOR, HANNAH CHUNG GAVE REPORT; ADOPTED RESOLUTION NO. 25-16 APPROVING AND ADOPTING THE CITY OF TEHACHAPI’S BUDGET FOR THE FISCAL YEAR 2016/17 AND PRELIMINARY BUDGET FOR FISCAL YEARS 2017/18, 2018/19, 2019/20 AND 2020/21**

City Of Tehachapi’s Budget For The Fiscal Year 2016/17 And Preliminary Budget For Fiscal Years 2017/18, 2018/19, 2019/20 And 2020/21  
Ni/Wa Ayes All

2. **Appropriation Limit for the fiscal year 2016/17 – ADOPTED RESOLUTION NO. 26-16 ESTABLISHING AN APPROPRIATION LIMIT FOR THE FISCAL YEAR 2016/17**

Adopted Resolution No. 26-16 Establishing An Appropriation Limit For The Fiscal Year 2016/17  
Sm/Gr Ayes All

3. **Employees’ contribution rate change for California Public Employees’ Retirement System – ADOPTED RESOLUTION NOS. 27-16 AND 28-16 LOWERING THE EMPLOYER PAID MEMBER CONTRIBUTIONS FOR MISCELLANEOUS AND PUBLIC SAFETY EMPLOYEES’**

Adopted Resolution Nos. 27-16 And 28-16 Lowering The Employer Paid Member Contributions For Miscellaneous And Public Safety Employees’  
Gr/Ni Ayes All

4. **Part-Time Community Engagement Specialist Position – CITY MANAGER GREG GARRETT GAVE STAFF REPORT; APPROVED THE CLASSIFICATION DESCRIPTION AND SALARY RANGE FOR THE COMMUNITY ENGAGEMENT SPECIALIST**

Approved The Classification Description And Salary Range For The Community Engagement Specialist  
Sm/Gr Motion Carried  
No Wa

5. **Salary Plan for each position classification in City service as required by CalPERS – ASSISTANT CITY MANAGER CHRIS KIRK & CITY MANAGER GREG GARRETT GAVE REPORT; ADOPTED RESOLUTION NO. 29-16 ESTABLISHING THE SALARY PLAN FOR EACH POSITION CLASSIFICATION IN CITY SERVICE AND REPEALING RESOLUTION NO. 68-15**

Adopted Resolution No. 29-16 Establishing The Salary Plan For Each Position Classification In City Service And Repealing Resolution No. 68-15  
Ni/Wa Ayes All

**ADJOURNMENT**

\_\_\_\_\_  
TORI MARSH  
City Clerk  
City of Tehachapi

Approved this 5<sup>th</sup> day  
Of July, 2016.

\_\_\_\_\_  
SUSAN WIGGINS  
Mayor, City of Tehachapi

## MINUTES

**TEHACHAPI CITY COUNCIL REGULAR MEETING,  
TEHACHAPI REDEVELOPMENT SUCCESSOR AGENCY REGULAR MEETING,  
TEHACHAPI PUBLIC FINANCING AUTHORITY REGULAR MEETING, AND  
TEHACHAPI CITY FINANCING CORPORATION REGULAR MEETING  
Monday, June 20, 2016 – 6:00 P.M.**

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

### ACTION TAKEN

**CALL TO ORDER**

Meeting called to order by Mayor Wiggins at 6:00 p.m.

**ROLL CALL**

Roll call by City Clerk Tori Marsh

Present: Mayor Wiggins, Mayor Pro-Tem Nixon, Councilmembers Grimes, Smith and Wahlstrom

Absent: None

**INVOCATION**

By Fr. Mark Maxon, St. Malachy's Catholic Church

**PLEDGE TO THE FLAG**

Led by Mayor Pro Tem Nixon

**CONSENT AGENDA**

Approved consent agenda

Approved Consent Agenda

**AUDIENCE ORAL COMMUNICATIONS**

1. General public comments regarding matters not listed as an agenda item were received from:
  - a. Linda Jay, Bakersfield Resident, promoted United We Sing Event
  - b. Fr. Mark Maxon, St. Malachy's Church thanked the City for their assistance with Betty Chavez's Funeral service.
2. Mayor to present a Certificate of Recognition to Major Michael T. Batchelor, Jr.

**ACTION TAKEN**

3. Introduction of new Tehachapi Police Department Dispatchers

**CITY CLERK REPORTS**

\*4. **ALL ORDINANCES SCHEDULED FOR INTRODUCTION OR ADOPTION AT THIS MEETING SHALL BE READ BY TITLE ONLY**

All Ord. 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 June 6, 2016 - **APPROVED AND FILED.**

Approved & Filed  
Sm/Ni Ayes All

**FINANCE DIRECTOR REPORTS**

\*6. Disbursements, bills and claims for June 1, 2016 through June 14, 2016 – **AUTHORIZED PAYMENTS**

Authorized Payments  
Sm/Ni Ayes All

\*7. City of Tehachapi Treasurer’s Report through May 2016 – **RECEIVED REPORT**

Received Report  
Sm/Ni Ayes All

**PUBLIC WORKS DIRECTOR REPORTS**

8. 2015 update to the Regional Urban Water Management Plan – **PUBLIC WORKS DIRECTOR JON CURRY GAVE STAFF REPORT; ADOPTED RESOLUTION 30-16 ADOPTING THE 2015 REGIONAL URBAN WATER MANAGEMENT PLAN**

Adopted Resolution 30-16  
Adopting The 2015 Regional  
Urban Water Management Plan  
Gr/Sm Ayes All

9. 2015 Annual Water Quality Report – **PUBLIC WORKS DIRECTOR JON CURRY GAVE PRESENTATION**

**DEVELOPMENT SERVICES DIRECTOR REPORTS**

10. Amendment #1 to consultant agreement with Lisa Wise Consulting to prepare the Oak Tree Village Specific Plan – **CITY ENGINEER JAY SCHLOSSER GAVE STAFF REPORT; APPROVED AMENDMENT #1, SUBJECT TO THE CITY ATTORNEYS FINAL VERSION, AGREEMENT WITH LISA WISE CONSULTING FOR THE DEVELOPMENT OF THE OAK TREE VILLAGE SPECIFIC PLAN AND ASSOCIATED ENVIRONMENTAL IMPACT REPORT**

Approved Amendment #1 To The  
Agreement With Lisa Wise  
Consulting For The Development  
Of The Oak Tree Village Specific  
Plan And Associated  
Environmental Impact Report  
Sm/Ni Ayes All

11. Active Transportation Program – Rail Corridor Pedestrian Safety Project: Specialized Consultant Services Agreement – **CITY ENGINEER JAY SCHLOSSER GAVE STAFF REPORT; APPROVED THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND MNS ENGINEERS, INC. AND AUTHORIZED THE MAYOR TO SIGN**

Approved The Agreement  
Between The City Of Tehachapi  
And MNS Engineers, Inc. And  
Authorized The Mayor To Sign  
Ni/Gr Ayes All

12. Active Transportation Program – Rail Corridor Pedestrian Safety Project: Union Pacific Preliminary Engineering Services draft agreement – **CITY ENGINEER JAY SCHLOSSER GAVE STAFF REPORT; APPROVED THE DRAFT AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND THE UNION PACIFIC RAILROAD SUBJECT TO REVIEW AND APPROVAL BY THE CITY ATTORNEY, AUTHORIZED THE DEVELOPMENT SERVICES DIRECTOR TO SIGN THE AGREEMENT AND TO REMIT**

Approved The Draft Agreement  
Between The City Of Tehachapi  
And The Union Pacific Railroad  
Subject To Review And Approval  
By The City Attorney, Authorized  
The Development Services  
Director To Sign The Agreement  
And To Remit Payment To The  
Union Pacific Railroad In

**ACTION TAKEN**

**PAYMENT TO THE UNION PACIFIC RAILROAD IN ACCORDANCE WITH THE FINAL AGREEMENT**

Accordance With The Final Agreement  
 Ni/Wa Ayes All

**CITY ATTORNEY REPORTS**

13. The annual conference of the League of California Cities is scheduled for October 5-7 in Long Beach. The City Attorney's division of the League will hold two days of conferences involving municipal law matters. The registration fee is \$525 if paid before August 10. The hotel rooms next to the convention center are \$209 a night – **CITY ATTORNEY TOM SCHROETER GAVE REPORT; AUTHORIZED PAYMENT OF \$245 TOWARD COST OF REGISTRATION AND LODGING FOR ONE NIGHT FOR THE CITY ATTORNEY TO ATTEND THE CONFERENCE**

Authorized Payment Of \$245 Toward Cost Of Registration And Lodging For One Night For The City Attorney To Attend The Conference  
 Sm/Gr Ayes All

**CITY MANAGER REPORTS**

14. **PUBLIC HEARING** - An action to order the levy of assessments within the Landscaping and Lighting District No. 1 for fiscal year 2016/2017 – **OPENED HEARING AT 6:56 PM; NOTICE OF PUBLIC HEARING AND CORRESPONDENCE; CITY MANAGER GREG GARRETT GAVE STAFF REPORT; NO COMMENTS RECEIVED; CLOSED HEARING AT 6:57 PM; STAFF RECOMMENDATION; ADOPTED RESOLUTION 31-16 AMENDING AND/OR APPROVING THE FINAL ENGINEER'S REPORT REGARDING THE LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 1 AND THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS RELATED THERETO FOR FISCAL YEAR 2016-2017; ADOPTED RESOLUTION 32-16 ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE LANDSCAPING AND LIGHTING DISTRICT NO. 1, FOR FISCAL YEAR 2016/2017**

Adopted Resolution 31-16 Amending And/Or Approving The Final Engineer's Report Regarding The Landscaping And Lighting Assessment District No. 1 And The Levy And Collection Of Annual Assessments Related Thereto For Fiscal Year 2016-2017; Adopted Resolution 32-16 Ordering The Levy And Collection Of Assessments Within The Landscaping And Lighting District No. 1, For Fiscal Year 2016/2017  
 Ni/Gr Ayes All

15. **PUBLIC HEARING** - An action to order the levy of assessments within the Drainage Benefit Assessment District No. 2014-1 for fiscal year 2016/2017 – **OPENED HEARING AT 6:56 PM; NOTICE OF PUBLIC HEARING AND CORRESPONDENCE; STAFF REPORT; NO COMMENTS RECEIVED; CLOSED HEARING AT 6:57 PM; STAFF RECOMMENDATION; ADOPTED RESOLUTION 33-16 APPROVING THE ANNUAL ENGINEER'S REPORT AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE DRAINAGE BENEFIT ASSESSMENT DISTRICT NO 2014-1 FOR FISCAL YEAR 2016/2017, PURSUANT TO THE PROVISIONS OF THE BENEFIT ASSESSMENT ACT OF 1982**

Adopted Resolution 33-16 Approving The Annual Engineer's Report And Ordering The Levy And Collection Of Assessments Within The Drainage Benefit Assessment District No 2014-1 For Fiscal Year 2016/2017, Pursuant To The Provisions Of The Benefit Assessment Act Of 1982  
 Ni/Gr Ayes All

16. **PUBLIC HEARING** - An action to order the levy of assessments within the Drainage Benefit Assessment District No. 1 for fiscal year 2016/2017- **OPENED HEARING AT 6:56 PM; NOTICE OF PUBLIC HEARING AND CORRESPONDENCE; STAFF REPORT; NO COMMENTS RECEIVED; CLOSED HEARING; STAFF RECOMMENDATION; ADOPTED RESOLUTION 34-16 APPROVING THE ANNUAL ENGINEER'S REPORT AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE DRAINAGE BENEFIT ASSESSMENT DISTRICT NO 1 FOR FISCAL YEAR 2016/2017, PURSUANT TO THE PROVISIONS OF THE BENEFIT ASSESSMENT ACT OF 1982**

Adopted Resolution 34-16 Approving The Annual Engineer's Report And Ordering The Levy And Collection Of Assessments Within The Drainage Benefit Assessment District No 1 For Fiscal Year 2016/2017, Pursuant To The Provisions Of The Benefit Assessment Act Of 1982  
 Ni/Gr Ayes All

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

**COUNCIL MEMBER ANNOUNCEMENTS OR REPORTS**

1. Mayor Pro Tem Nixon asked for an update on the Event Center Project and the Moto Cross Track Project for next meeting.

**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 7:00 pm to a Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority and Tehachapi City Financing Corporation Regular Meeting to be held on Tuesday, July 5, 2016, at 6:00p.m.

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TORI MARSH  
City Clerk, City of Tehachapi

Approved this 5<sup>th</sup> day  
Of July, 2016.

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SUSAN WIGGINS  
Mayor, City of Tehachapi



# COUNCIL REPORTS

APPROVED
DEPARTMENT HEAD: <i>[Signature]</i>
CITY MANAGER: <i>[Signature]</i>

MEETING DATE: JULY 5, 2016

AGENDA SECTION: CITY CLERK

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

**FROM:** ASHLEY WHITMORE, DEPUTY CITY CLERK

**DATE:** JUNE 29, 2016

**SUBJECT:** DESTRUCTION OF RECORDS

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## BACKGROUND

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

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

## RECOMMENDATION

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

**RESOLUTION NO.**

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

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

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

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

PASSED, APPROVED AND ADOPTED by the City Council of the City of Tehachapi at a regular meeting this 5th day of July 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 July 5, 2016.

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

CITY ATTORNEY APPROVAL:

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

\_\_\_\_\_  
THOMAS F. SCHROETER, City Attorney

Exhibit "A"

Content Description	Retention	Code
Journal Entries (Bldg Permits) 2006-2007	AU+2	GC34090
Finance Correspondence 1997-2006	CU+2	GC34090(d)
Unused blank checks/bank closed in 2001	AU+5	GC34090
Bank Statements 2004-2008	AU+5	GC34090 26CFR16001-1
Project JE 2007-6/30/2013	AU+2	GC34090
RDA Warrant Register thru 2006 Acct Closed	AU+2	GC34090.7
Deposit Tickets RDA thru 2002 Acct Closed	AU+4	GC34090 CCP337
87-1 Warrant Register thru 2005 Acct Closed	AU+2	GC34090.7
Deposit Tickets 87-1 thru 2004 Acct Closed	AU+4	GC34090 CCP337
Voided Checks 87-1 thru 2004 Acct Closed	AU+5	GC34090 CCP337
89-3 Warrant Register thru 6/30/2012 Acct Closed	AU+2	GC34090.7
Deposit Tickets 89-3 thru 2006 Acct Closed	AU+4	GC34090 CCP337
Deposit Tickets Airport 2003 Acct Closed	AU+4	GC34090 CCP337
Cancelled Checks 2006-2008	AU+5	GC34090 CCP337
Bank Statements FY 2008-2009	AU+5	GC34090 26CFR16001-1
Kern COG reports 2004-2009	CL+5	GC34090
Recruitment 2009, 2011, 6/15/12	CL+3	GC12945 GC6250 29CFR1602 29CFR1607
Insurance claims/loss 12/2008 - 1/2009	CL+5	GC25105.5
Misc A/P vendor files FY 9/10 & 10/11	AU+4	GC34090
Greg Beam Airport Agreement 2007	T+4	CCP337
Jere Calef Airport Agreements 2005	T+4	CCP337
Timothy Calhoon Airport Agreement 2008	T+4	CCP337
Marshall Bottorff Airport Agreement 2011	T+4	CCP337
Charles Carlsen Airport Agreement 2004	T+4	CCP337
Working Documents for Airport Runway Widening Grant 2007	CL+3	49CFR18.42
Robert Davis Airport Agreement 2011	T+4	CCP337
Enron Airport Agreement 1999	T+4	CCP337
Passport Transmittals 2013	CL+2	Federal Guidelines
Matt Espiau Airport Agreement 2012	T+4	CCP337
GE Wind Energy Airport Agreement 2007	T+4	CCP337
Robert Forker Airport Agreement 2012	T+4	CCP337
Thomas Graham Airport Agreement 2003	T+4	CCP337
Kenneth Hetge/Della Dusel-Hetge Airport Agreement 2007-2010 20E	T+4	CCP337
Kenneth Hetge/Della Dusel Airport Agreement 2005-2007 21W	T+4	CCP337
Kenneth Hetge and/or Della Dusel-Hetge Airport Agreement 2007-2010 5W	T+4	CCP337
John and Jeanine Kabler Airport Agreement 2012	T+4	CCP337
Russell Langwell Airport Agreement 1997-2011	T+4	CCP337

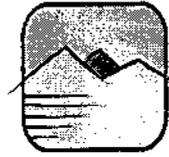
Dean Lutge Airport Agreement 1987-2011	T+4	CCP337
Charles Longcrier Tiedown Airport Agreement 1987	T+4	CCP337
Louis McCutcheon Airport Agreement 1998-2005	T+4	CCP337
W. A. Munger Airport Agreement 1984-2002	T+4	CCP337
Patco Grinding Airport Agreement 2007	T+4	CCP337
Reginald Pulley Airport Agreement 1994-2009	T+4	CCP337
William Reed Airport Agreement 1987-2007	T+4	CCP337
Kevin Roskam Airport Agreement 2005	T+4	CCP337
Kevin Roskam Airport Agreement 2011	T+4	CCP337
George Sandy Airport Agreement 2009	T+4	CCP337
Kevin Judy and Timothy Schaubsluger Airport Agreement 2012	T+4	CCP337
Schultz Enterprises Airport Agreement 1995	T+4	CCP337
Dean Schumacher Airport Agreement 2009	T+4	CCP337
Scotsman Manufacturing Lease Agreement 1985	T+4	CCP337
Sim Sanitation Ground Lease Agreement 2007-2008	T+4	CCP337
Doug Stone Airport Lease Agreement 2011	T+4	CCP337
Michael Trefethen Tiedown Agreement 2009	T+4	CCP337
Charles Weinke Airport Agreement 2012	T+4	CCP337
Zond Airport Agreements 2007	T+4	CCP337
Lovita Johnson Sub-lease Airport Agreement 2003	T+4	CCP337
Hangar 27 Appraisal 2013	T+2	GC34090; GC6254(h)
Airport Master Plan 1988	S+2	GC34090
Airport - Grant for Phase I Northside parallel taxiway, North side access road and security gates Project 2003	CL+5	GC34090
Airport - Grant for Runway Overlay and Widening 2001	CL+5	GC34090
Airport - Grant for Electrical and Drainage 2007	CL+5	GC34090
Airport - Grant for Master Plan Update 2004	CL+5	GC34090
Prime Signs Agreement 2009 (old owner)	T+5	GC34090
George Sandy Land Lease #1 Agreement/Correspondence 2004	T+4	CCP337
George Sandy Land Lease #2 Agreement/Correspondence 1996	T+4	CCP337
Finance Working Documents 2013	T+4	GC34090
Recruitment Materials for Seasonal Labor 2012	CL+3	GC34090
Recruitment Materials for Engineering Aide 2012	CL+3	GC34090
Agenda Disbursement reports for Council Packet 2005 & 2006	CU+2	GC3490(d)
Kern County Grand Jury Report 2009-2010	AU+4	GC34090
Credit Card Survey 2013	CU+2	GC34090; GC12946
CSJVRMA risk mgt reports/studies/loss analysis reports 1999-2010	CL+5	OMB1220-0029 29CFR1904.4 GC34090
CSJVRMA audit reports 1999-2010	AU+4	GC34090 OMBA128
A/R collections 1993-1995	AU+4	GC34090
Finance Correspondence 2007-2013	CU+2	GC34090(d)
Departmental log - transit (copy) 2012	CU+2	GC34090
Insurance claims/loss 12/2008 - 1/2009	CL+5	GC25105.5

Misc A/P vendor files FY 9/10 & 10/11	AU+4	GC34090
Accident Reports 2007	CL+5	29CFR1904.2
Employee liability loss reports CSJVRMA 2001-2013	CU+2	GC34090
Training records non-safety 2006	CU+7	GC34090
Personnel Manual working docs 2006	CU+2	GC34090d
Insurance proposals/quotes unsuccessful 2006	CU+2	GC34090 CCP337
Insurance proposals/quotes successful 2006	AU+5	GC34090 CCP337
Form 635 Report of Lobbyist Employer 2009	AU+4	GC34090; 29USC 436
State of California Department of Transportation Agreement 2005	T+5	CCP 337.2, 343; B&P 7042.5
Public Record Requests 2013	CL+2	GC34090
Mark Daily Agreement and Bill of Sale 2002	T+5	CCP 337.2, 343; B&P 7042.5
Agenda Posting 2011	CU+2	GC34090
Perry Payne Release Agreement 2009	T+5	GC34090
County of Kern CDBG Agreement 1976	T+5	GC34090
Tehachapi-Cummings County Water District Agreement 1973		
George K. Johnson Agreement 1946	T+5	CCP 337.2, 343; B&P 7042.5
Building Inspection 2004-2006 For non-business licensees	CU+2	GC34090d
Working file for Resolution 35-95 Trunk lines	CU+2	GC34090
Proof of Publications 2005	CU+2	GC34090
Working file for Curry Street Well Improvement Phase II 2005	CU+2	GC34090
Encroachment Permits 1996-1999	CL+2	GC34090d
Working file for Northside Curb, Gutter and Street Improvements 1992	CL+2	GC34090
Airport Manager's Working Files, Copies 2003-2004	CL+2	GC34090
Business License Tax Certificates 2012	T+5	GC34090

# Accounts Payable

## Checks by Date - Detail By Vendor Number

Uscr: afrescas  
 Printed: 6/29/2016 - 1:15 PM



CITY OF  
**TEHACHAPI**  
 CALIFORNIA

Vendor	Invoice No	Line Description	Check Amount
0017	American Business Machines		
Check No:	0	Check Date:	
	280380	PD/Canon Waste Toner Assembly	54.87
		Check Total:	54.87
		Vendor Total:	54.87
0027	Atco International		
Check No:	0	Check Date:	
	102774	Strts/Pursuit-94/Curry St & Elm St Drains	605.87
	102774-1	Use Tax 7.5% of \$655.00	49.13
		Check Total:	655.00
		Vendor Total:	655.00
0035	BC Laboratories Inc.		
Check No:	0	Check Date:	
	B237509	Wtr/Bacteriological/1185 Fig/1073 Hickory/802	36.00
	B237517	Wtr/Curry Reservoir	15.00
	B237523	Swr/Influent-Effluent	325.00
	B238016	Wtr/Curry Reservoir	15.00
	B238022	Swr/Influent-Effluent	325.00
	B238319	Wtr/Bacteriological/1341 Tanglewood/408 Oakv	36.00
	B238353	Wtr/Bacteriological/Mojave/Dennison/Pinon/Cu	72.00
		Check Total:	824.00
		Vendor Total:	824.00
0061	BSK Associates		
Check No:	0	Check Date:	
	0077321	Swr/2nd Qtr 2016 Monitoring	4,000.00
		Check Total:	4,000.00
		Vendor Total:	4,000.00
0216	Judicial Data Systems Corporation		
Check No:	0	Check Date:	
	6074	Parking Activity for Month of May 2016/4 Citati	100.00
		Check Total:	100.00
		Vendor Total:	100.00
0300	Mission Linen & Uniform Service		
Check No:	0	Check Date:	
	502635175	PW/Linen Maintenance	104.52
	502645321	PW/Misc	10.75
	502683434	PW/Linen Maintenance	99.10

Vendor	Invoice No	Line Description	Check Amount
	502683435	Swr/Large Dust Mop/Mats	49.40
		Check Total:	263.77
		Vendor Total:	263.77
0332	Petty Cash c/o Angela C Copus		
Check No:	0	Check Date:	
	100828	Fin/RMA Retreat/Taco Bell/H Chung	3.24
	10302016	Wtr/USPS	2.37
	10302016-1	Swr/USPS	14.58
	1282016	Air/USPS Priority Express	19.99
	188	Fin/RMA Retreat/Jack N Box/H Chung	6.39
	2199	Fin/RMA Retreat/Petro Center/H Chung	8.04
	5182016	Fin/CSMFO Luncheon/H Chung	25.00
	5582	Eng/Notary/Postal ASAP	10.00
	582016	GG/Costco	22.96
	690740	Wtr/Denny's	30.00
	882070	Fin/K-Mart/Pencils for Dispatch Testing	11.78
	A-8590760	Annex/Home Depot/R Montgomery	10.66
	B-201843	CC/Panda Express/A Whitmore	9.29
	C-1406841	GG/Kern County Recorder/A Whitmore	4.00
	D-1571680	Annex/Home Depot	8.54
	E-380598	GG/Costco	5.14
		Check Total:	191.98
		Vendor Total:	191.98
0362	RSI Petroleum Products		
Check No:	0	Check Date:	
	0295093	PW/Reg Unleaded Gas/Diesel Fuel	1,190.35
		Check Total:	1,190.35
		Vendor Total:	1,190.35
0372	Southern California Edison		
Check No:	0	Check Date:	
	6172016	Strts/3021062576/800 S Curry St #A/May17-Jun	44.33
	6212016	Air/3001191005/314 N Hayes St/May18-Jun 17	97.80
	6212016-A	Air/3001191007/9999 1/2 Hayes/May18-Jun 17	89.37
	6212016-B	Air/3001191024/316 S Mojave St/May18-Jun 17	30.25
	6212016-C	Air/3010031432/314 N Hayes St Papi/May18-Ju	92.35
	6212016-D	Air/3014805014/409 Bryan Ct/May18-Jun 17 20	207.12
	6212016-E	Air/3022794036/West End Teh Airport/May18-J	29.10
	6212016-F	Air/3026017222/314 N Hayes St #B/May18-Jun	256.28
	6212016-G	Air/3031602904/314 N Hayes St #G3/May18-Ju	27.68
	6212016-H	Air/3033415083/Dennison s/o Hwy 58/May18-J	99.78
	6212016-I	Air/3031228520/314 N Hayes St/May18-Jun 17	128.40
	6212016-J	GG/3001191078/115 S Robinson St/May 18-Jun	977.85
	6212016-K	Eng/3001191086/117 S Robinson St/May 18-Jun	326.71
	6212016-L	Air/3027621308/100 Commercial Way/May 18-	137.46
	6212016-M	Air/3027874638/101 Commercial Way/May 18-	111.60
	6212016-N	PW/3027165130/800 Enterprise/May 1-June 1 2	91.71
	6212016-O	PW/3030594014/800 Enterprise Shop/May 1-Ju	215.56
	6212016-P	PW/3001191027/800 Enterprise Maint/May 1-Ju	405.42
		Check Total:	3,368.77
		Vendor Total:	3,368.77

Vendor	Invoice No	Line Description	Check Amount
0441	Vulcan Materials Company Western D		
Check No:	0	Check Date:	
	71144157	Wtr/3/8in Fine PG64-10	316.71
		Check Total:	316.71
		Vendor Total:	316.71
0450	USA Bluebook		
Check No:	0	Check Date:	
	975087	Swr/Sewage Pump	413.28
		Check Total:	413.28
		Vendor Total:	413.28
0476	WITTS Everything for the Office		
Check No:	0	Check Date:	
	141710-0	PD/Typesetting Pocket Book/Binding/Custom P	170.39
	141731-0	Eng/Luxhide Guest Chair	298.85
	141735-0	GG/Stapler	4.06
	141776-0	Freedom Plaza/Storage Files/Credenza/Cabinets	7,690.05
	141789-0	PD/Copies/Correction to Pocket Book	8.06
	141795-0	GG/Toilet Tissue	53.74
	141860-0	GG/Air Effects Deodorizer	11.84
	141865-0	GG/Paper Rolls	28.41
		Check Total:	8,265.40
		Vendor Total:	8,265.40
0817	Kimball Midwest		
Check No:	0	Check Date:	
	4951909	PW/Hex Nut/Washer/O'Ring/Screws/Fuses/Cott	228.91
		Check Total:	228.91
		Vendor Total:	228.91
0842	Kern Transit		
Check No:	0	Check Date:	
	6282016	Transit/Total Operation Costs/April 2016	12,001.80
	6282016-A	Transit/Less Farebox Revenue/April 2016	-333.28
	6282016-B	Transit/Total Operation Costs/May 2016	12,002.35
	6282016-C	Transit/Less Farebox Revenue/May 2016	-267.85
		Check Total:	23,403.02
		Vendor Total:	23,403.02
0972	The Tire Store		
Check No:	0	Check Date:	
	90255	PD/2 Dismount/2 Mount/2 Balance	30.00
	90599	PD/Rt Rear Flat Tire Repair	10.00
		Check Total:	40.00
		Vendor Total:	40.00
1055	Mercury Graphics		
Check No:	0	Check Date:	
	4790	GG/2 Color Window Envelopes (1500 qty)	214.62
	4794	GG/2 Color Window Envelopes (500 qty)	71.54

Vendor	Invoice No	Line Description	Check Amount
	4795	PD/08 Expedition TE-12 Vinyl Graphics & Car	897.63
		Check Total:	1,183.79
		Vendor Total:	1,183.79
1724	Banks Pest Control Inc.		
Check No:	0	Check Date:	
	495596	Eng/Pest Control Svc @ 129 East F St (Old PD)	72.00
		Check Total:	72.00
		Vendor Total:	72.00
1801	HD Supply Waterworks LTD		
Check No:	0	Check Date:	
	F634961	Wtr/Monroe HS/4 Watt 957 Backflow Preventor	-1,097.37
	F640178	Wtr/E2609 2 Cplg PJ Cts No Lead	428.16
	F652728	Wtr/2x1 Brass Bushing No Lead	1,131.11
		Check Total:	461.90
		Vendor Total:	461.90
1982	SSD Systems		
Check No:	0	Check Date:	
	1186888-A	Air/314 Hayes St-Pilots Lounge/July 2016 Alarm	39.25
	1186888-B	Const/100 Commercial Way/July 2016 Alarm Se	37.01
	1186888-C	Eng/129 East F St-Annex/July 2016 Alarm Servi	49.00
	1186888-D	PW/800 Enterprise/July 2016 Alarm Service	49.66
	1186888-E	Swr/750 Enterprise Way-Water Treatment/July 2	60.56
	1186888-F	Wtr/750 Enterprise Way-Water Storage/July 201	60.56
	1186888-G	RR Depot/101 Tehachapi Blvd/July 2016 Alarm	84.37
	1186888-H	PD/220 C St/July 2016 Alarm Service	149.52
	1186888-I	GG/115 S Robinson-City Hall/July 2016 Alarm	37.01
	1186888-J	Air/314 Hayes St-Radio Backup/July 2016 Alarr	24.67
		Check Total:	591.61
		Vendor Total:	591.61
2236	Pacific West Sound Inc.		
Check No:	0	Check Date:	
	22866	GG/Sound System for 2016 Hot Dog Festival	1,900.00
	22867	GG/Sound System for Tehachapi's 2016 Firewor	1,765.00
		Check Total:	3,665.00
		Vendor Total:	3,665.00
2589	Jerome's Tractor Service		
Check No:	0	Check Date:	
	C-16-474	Air/Mow Tehachapi Airport	2,500.00
		Check Total:	2,500.00
		Vendor Total:	2,500.00
2676	USPS-Hassler		
Check No:	0	Check Date:	
	6262016	GG/Postage/Acct #216528/Agreement #4000866	1,000.00
		Check Total:	1,000.00

Vendor	Invoice No	Line Description	Check Amount
		Vendor Total:	1,000.00
2752	Fastenal Company		
Check No:	0	Check Date:	
	CATEH11178	Swr/Scrubs Solarguard	6.63
		Check Total:	6.63
		Vendor Total:	6.63
2963	AT&T		
Check No:	0	Check Date:	
	8165599	Swr/9391006716/Lift Station/May 6-Jun 5 2016	18.49
	8181483	PD/9391006708/Police Dept T1 Line/May 11-Ju	299.21
	8191025	PD/9391006709/Subscriber Access Line/May 13	165.95
		Check Total:	483.65
		Vendor Total:	483.65
3011	Verizon Wireless		
Check No:	0	Check Date:	
	9767069129	Fin/Mobile Broadband/May 14-June13 2016/H C	38.01
	9767069129-A	Wtr/Mobile Broadband/May 14-June13 2016/T I	15.01
	9767069129-B	Swr/Mobile Broadband/May 14-June13 2016/T I	15.01
	9767267407	Eng/Mobile Broadband/May 19-Jun 13 2016/R I	38.01
	9767267407-A	Wtr/Mobile Broadband/May 19-Jun 13 2016/T I	19.00
	9767267407-B	Swr/Mobile Broadband/May 19-Jun 13 2016/T I	19.01
	9767267407-C	Eng/Mobile Broadband/May 19-Jun 13 2016/C I	38.01
	9767267407-D	GG/Mobile Broadband/May 19-Jun 13 2016/G C	38.01
	9767267407-E	Air/Mobile Broadband/May 19-Jun 13 2016/Airj	38.01
	9767267407-F	Wtr/Mobile Broadband/May 19-Jun 13 2016/T I	14.82
	9767267407-G	Swr/Mobile Broadband/May 19-Jun 13 2016/T I	14.83
	9767267407-H	GG/Mobile Broadband/May 19-Jun 13 2016/M I	29.65
	9767267407-I	Eng/Mobile Broadband/May 19-Jun 13 2016/J S	29.65
	9767267407-J	Wtr/Mobile Broadband/May 19-Jun 13 2016/J C	15.01
	9767267407-K	Swr/Mobile Broadband/May 19-Jun 13 2016/J C	15.01
		Check Total:	377.05
		Vendor Total:	377.05
3066	AECOM Technical Services Inc.		
Check No:	0	Check Date:	
	37753886	Tehachapi Blvd Bike Lane Phase I	6,801.00
	37753889	Eng/2015-2016 Gen Svc/Snyder Well Submittal	151.00
	37753889-1	Wtr/2015-2016 Gen Svc/ATP Exhibits	746.00
	37753890	Tehachapi Blvd Bike Lane Phase I	11,643.00
		Check Total:	19,341.00
		Vendor Total:	19,341.00
3278	Hub Construction Specialties Inc.		
Check No:	0	Check Date:	
	B04010877	Strts/7x36 Asphalt Lute	76.86
		Check Total:	76.86
		Vendor Total:	76.86
3281	Statewide Traffic Safety & Signs Inc.		

Vendor	Invoice No	Line Description	Check Amount
Check No:	0	Check Date:	
	12003355	Strts/24" Misc Paper Blk/Org-Grn Marking Chal	333.68
		Check Total:	333.68
		Vendor Total:	333.68
3363	RSINet		
Check No:	0	Check Date:	
	3005	Air/AWOS Data Service April-June 2016	180.00
		Check Total:	180.00
		Vendor Total:	180.00
3561	Lisa Wise Consulting Inc.		
Check No:	0	Check Date:	
	2213	CD/Zoning Code Amendment	192.75
		Check Total:	192.75
		Vendor Total:	192.75
3708	Customized Custodial Services		
Check No:	0	Check Date:	
	COT0616SS	GG/One Time Cleaning @ 104 S Robinson/Apr	120.00
	COT0716	City Hall/Janitorial Services/July 2016	979.00
	COT0716-A	Police Deptl/Janitorial Services/July 2016	2,145.00
	COT0716-B	RR Depotl/Janitorial Services/July 2016	275.00
	COT0716-C	Airportl/Janitorial Services/July 2016	308.00
	COT0716-D	WWTPl/Janitorial Services/July 2016	583.00
	COT0716-E	Senior Centerl/Janitorial Services/July 2016	495.00
	COT0716-F	Annex-Eng/Janitorial Services/July 2016	594.00
	COT0716-G	Construction/Janitorial Services/July 2016	308.00
		Check Total:	5,807.00
		Vendor Total:	5,807.00
3925	Cal Prime Inc		
Check No:	0	Check Date:	
	R14014-2	E Tehachapi Traffic Signal -St Improve Proj/Apr	114,218.40
	Z14004-6	Freedom Plaza Project	128,696.51
		Check Total:	242,914.91
		Vendor Total:	242,914.91
4011	Babcock Laboratories, Inc.		
Check No:	0	Check Date:	
	BF61426-8827M	Swr/Effluent WWTP Clarifier/Influent WWTP F	344.00
	BF61432-8827M	Swr/Biosolid Composite/Analysis	427.00
		Check Total:	771.00
		Vendor Total:	771.00
4014	CI Technologies Inc		
Check No:	0	Check Date:	
	6038	PD/IA Pro Internal Affairs Software/IA Pro Web	10,000.00
		Check Total:	10,000.00

Vendor	Invoice No	Line Description	Check Amount
		Vendor Total:	10,000.00
4015	Radiator King		
Check No:	0	Check Date:	
	3985	PD/Repair Gas Tank	80.00
		Check Total:	80.00
		Vendor Total:	80.00
		Report Total:	333,354.89

Accounts Payable  
Computer Check Register

User: afrescas  
Printed: 06/23/2016 - 8:55AM  
Batch: 10922.06.2016  
Bank Account: AP



Check	Vendor No	Vendor Name	Date	Invoice No	Amount
45180	4012	ACCAPS	6/23/2016	6152016	125.00
				6152016-A	20.00
				6152016-B	125.00
				6152016-C	20.00
				6152016-D	20.00
				Check 45180 Total:	
45181	2963	AT&T	6/23/2016	8165426	416.67
				8165595	114.25
				8136101	54.53
				8165596	415.94
				8165597	119.69
				8136102	19.26
				8165598	54.04
				8165603	19.26
				8165604	19.26
				8165600	69.68
				8165601	19.26
				8165602	36.73
				Check 45181 Total:	
45182	3855	Central Valley Occupational N	6/23/2016	5717-19	356.00
				Check 45182 Total:	
45183	3277	CoreLogic Information Soluti	6/23/2016	81692067	241.66
				Check 45183 Total:	
45184	2478	DataProse Inc.	6/23/2016	DP1601553	106.63
				DP1601553-A	213.26
				DP1601553-B	213.26
				DP1601553-C	215.26
				DP1601553-D	430.53
				DP1601553-E	430.53
				DP1601553-F	42.36
				Check 45184 Total:	
45185	1440	Deluxe For Business	6/23/2016	2037152020	1,344.76
				Check 45185 Total:	

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
45186	0433	Tehachapi Recycling	6/23/2016	422016	14,832.26
Check 45186 Total:					14,832.26
45187	0434	Tehachapi Sanitation	6/23/2016	412016	70,429.36
				432016	14,450.77
Check 45187 Total:					84,880.13
45188	3814	Jason Wyatt	6/23/2016	6152016	25.81
Check 45188 Total:					25.81
Report Total:					105,001.02

Accounts Payable  
Computer Check Register



CITY OF  
**TEHACHAPI**  
CALIFORNIA

User: afrescas  
Printed: 06/29/2016 - 2:14PM  
Batch: 10930.06.2016  
Bank Account: AP

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
45194	3274	Bright House Networks	6/29/2016	54495401061616	173.76
Check 45194 Total:					173.76
45195	3160	Broken Drum of Bakersfield	6/29/2016	6308836	1,250.00
Check 45195 Total:					1,250.00
45196	0543	BSE Rents	6/29/2016	91937	23.49
Check 45196 Total:					23.49
45197	3587	California City Management I	6/29/2016	6282016	400.00
Check 45197 Total:					400.00
45198	3807	Diamond Technologies	6/29/2016	17026	3,483.48
Check 45198 Total:					3,483.48
45199	2752	Fastenal Company	6/29/2016	CATEH11056	190.80
				CATEH11056-A	118.26
				CATEH11056-B	84.51
				CATEH11056-C	1.09
Check 45199 Total:					394.66
45200	4013	Jennifer Martinez	6/29/2016	6272016	170.00
Check 45200 Total:					170.00
45201	0493	Kieffe & Sons Ford	6/29/2016	22702	754.16
Check 45201 Total:					754.16
45202	0263	Lebeau Thelen LLP	6/29/2016	8	104.00
				10	1,050.00
				17	273.00
				42	107.95
				60	283.50
Check 45202 Total:					1,818.45

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
45203	3850	Rivera's Lath & Plaster	6/29/2016	6142016	4,475.00
		Check 45203 Total:			4,475.00
45204	3508	John H. Schlosser	6/29/2016	1212016	27.01
		Check 45204 Total:			27.01
45205	0373	Thomas F. Schroeter Attorney	6/29/2016	6282016	1,007.50
				6282016-A	58.50
				6282016-B	-256.81
				6282016-C	3,347.50
		Check 45205 Total:			4,156.69
45206	3281	Statewide Traffic Safety & Si	6/29/2016	3428067487	3,280.00
		Check 45206 Total:			3,280.00
45207	0445	Tehachapi Senior Center Inc.	6/29/2016	6152016	400.00
		Check 45207 Total:			400.00
		Report Total:			20,806.70



# COUNCIL REPORTS

APPROVED	
DEPARTMENT HEAD:	
CITY MANAGER:	

**MEETING DATE:** JULY 5, 2016    **AGENDA SECTION:** ASST. CITY MANAGER

---

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

**FROM:** CHRIS KIRK, ASSISTANT CITY MANAGER

**DATE:** June 29, 2016

**SUBJECT:** AIRPORT ENTITLEMENT FUNDS TRANSFER

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## BACKGROUND

As the Council is aware, the Tehachapi Municipal Airport receives entitlement funds each year from the Federal Government through the Federal Aviation Administration (FAA) to be used for Capital Improvement Projects. Any project for which the funds will be expended must be included on the City's approved Capital Improvement Program (CIP) list.

So that airports do not hold Federal funds too long, each airport is only allowed to carry over entitlement funds for a maximum of three consecutive years. On the fourth year, the first year's funds must be spent or will be de-obligated.

Recently the FAA created an opportunity for airports to share their expiring entitlement funds with other airports that need funds for a project during the same year. Due to the cancellation of the Southwest Diagonal Taxiway Project, the City received notification from the FAA in May 2016 that \$92,294.00 in entitlement funds for Tehachapi would be expiring this year and they requested that we identify an airport in need of the additional funds.

Attached to this report, is a letter from California City Manager Tom Weil, requesting the additional funds for a project at their airport. Staff is supportive of this transfer and believes that transferring the funds to another airport in Kern County is ideal. Additionally, the FAA requires that a single page form (also attached) be completed to request the transfer.

## RECOMMENDATION

**AUTHORIZE THE MAYOR AND THE CITY ATTORNEY TO SIGN THE AGREEMENT FOR TRANSFER OF ENTITLEMENTS, SUBJECT TO REVIEW OF THE CITY ATTORNEY**



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

**AGREEMENT FOR TRANSFER OF ENTITLEMENTS**

In accordance with section 47117(c)(2) of Title 49 U.S.C. (hereinafter called the "Act").

City of Tehachapi

*(Name of Transferor Sponsor)*

Hereby waives receipt of the following amount of funds apportioned to it for each fiscal year specified under section 47114(c)(1) of the Act.

	<u>Amount</u>	<u>Fiscal Year</u>
	\$ 94,294.00	2015/2016
	\$	
	\$	
<b>TOTAL</b>	\$ <u>94,294.00</u>	

On the condition that the Federal Aviation Administration makes the waived amount available to:

City of California City

*(Name of Transferee Sponsor)*

for eligible projects under section 47104(a) Act. This waiver shall expire on earlier of \_\_\_\_\_  
(date) or when the availability of apportioned funds would lapse under section 47117(b) of the Act.

**FOR THE UNITED STATES OF  
AMERICA  
FEDERAL AVIATION ADMINISTRATION**

**FOR THE CITY OF TEHACHAPI**

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Typed Name)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Date)*

\_\_\_\_\_  
*(Signature)*

**Susan Wiggins**  
*(Typed Name)*

**Mayor**  
*(Title)*

**07/05/16**  
*(Date)*

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, Tom Schroeter, acting as Attorney for the Sponsor do hereby certify:  
That I have examined the foregoing Agreement and find that the Sponsor has been duly authorized to make such transfer and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of California and the Act.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_.

By: \_\_\_\_\_  
*(Signature of Sponsor's Attorney)*

Incorporated 1965

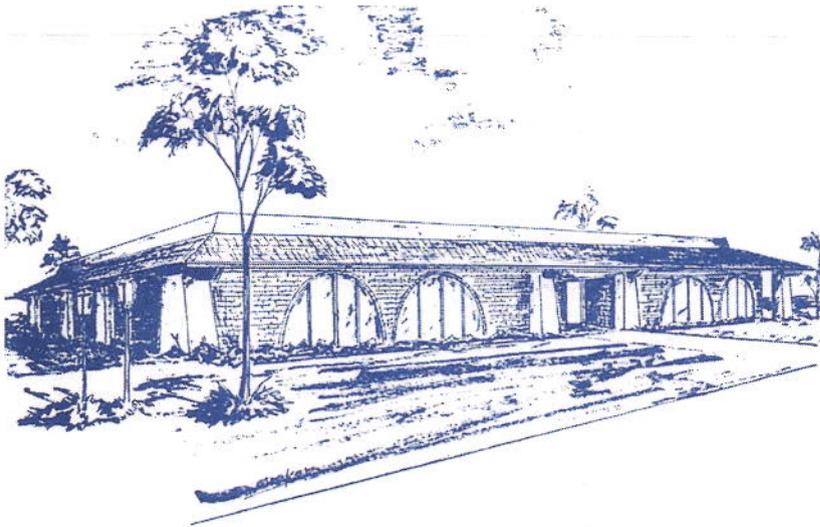
# City of California City

City Hall



PHONE (760) 373-8661

21000 HACIENDA BLVD. - CALIFORNIA CITY, CALIFORNIA 93505



June 29, 2016

City of Tehachapi  
Attention: Greg Garrett, City Manager  
115 South Robinson Street  
Tehachapi, CA 93561

Subject: Airport Entitlement Funds

Dear Greg,

The City of California City would and could use the Tehachapi Airport's fiscal year 2016 entitlement funds available under Section 47114 of Title 49, United States Code, to accomplish Airport Improvement Program (AIP) eligible projects previously identified through the Airports Capital Improvement Plan (ACIP). The funds would be used for our airport's East Taxiway design and engineering this year with construction following in 2017.

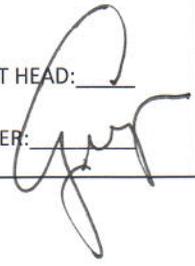
I want to "Thank You" and the Tehachapi City Council for this opportunity and would hope someday we can repay the kindness that you have shown to improve General Aviation within East Kern.

Sincerely,

Tom Weil  
City Manager



APPROVED  
DEPARTMENT HEAD: \_\_\_\_\_  
CITY MANAGER: \_\_\_\_\_



# COUNCIL REPORTS

**MEETING DATE:** JULY 5, 2016    **AGENDA SECTION:** CITY MANAGER

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

**FROM:** GREG GARRETT, CITY MANAGER

**DATE:** JUNE 29, 2016

**SUBJECT:** NON-COMMERCIAL HANGAR GROUND LEASE AGREEMENT – HANGAR 08E

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## BACKGROUND

In the late 1980's, Scott Richmond entered into a hangar ground lease agreement with the City of Tehachapi. This lease has since expired and Richmond Properties, Inc is requesting a new Hangar Ground Lease Agreement with a term starting on July 1, 2016.

## FISCAL IMPACT

Rental Payment:

08E    \$137.50/month

          \$1650/year

## RECOMMENDATION

**APPROVE THE NON-COMMERCIAL HANGAR GROUND LEASE AGREEMENT FOR HANGAR 08E BETWEEN THE CITY OF TEHACHAPI AND RICHMOND PROPERTIES, LLC**

**NONCOMMERCIAL HANGAR GROUND LEASE AGREEMENT**

**(Tehachapi Airport 08E)**

**THIS LEASE AGREEMENT**, hereinafter referred to as this "Lease", is made and entered into this 5<sup>TH</sup> day of July, 2016, by and between the CITY OF TEHACHAPI, hereinafter referred to as "LESSOR", and Richmond Properties C, LLC, hereinafter referred to as "LESSEE".

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

1. **PREMISES:**

LESSOR does hereby demise and lease to LESSEE, and LESSEE hereby hires from LESSOR, those certain premises situated in the City of Tehachapi, County of Kern, State of California, hereinafter referred to as the "premises" or "demised premises", and more particularly delineated on Exhibit A, attached hereto and by this reference made a part hereof.

2. **TERM:**

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

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

**3. HOLDING OVER:**

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

**4. RENTAL CONSIDERATION:**

As and for rental, LESSEE agrees to pay to LESSOR, the sum of \$137.50 per month payable in advance on the first day of each month commencing July 1, 2016. On January 1 of each calendar year thereafter, the monthly rental shall increase or decrease for said calendar year by the percentage increase or decrease between the Consumer Price Index (All Urban Consumers) (Base Years 1982-1984=100) for Los Angeles-Riverside-Orange County, CA CMSA published by the United States Department of Labor, Bureau of Labor Statistics ("Index") which is published immediately preceding the commencement of the prior calendar year and the Index published immediately preceding the commencement of the new calendar year.

LESSOR shall notify LESSEE in writing of said rental increase/decrease prior to January

1. LESSOR shall bill LESSEE monthly for the rental and rental shall be due on the date set forth on the billing and shall be deemed delinquent if not received by that date.

Notwithstanding the foregoing, rental may also be increased as described in Paragraphs 15 and 24.

5. **INTEREST:**

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

6. **PURPOSE; NUISANCE:**

(a) The demised premises shall be used by the LESSEE for one or more of the following purposes: aircraft storage, maintenance, repair, restoration, and for the construction of aircraft to be certified in the experimental category; provided that such aircraft are owned or leased by LESSEE or partnership or other business association approved by the City Manager or designated representative in which LESSEE is a member, except for such aircraft permitted on the premises pursuant to an assignment or sublease approved by LESSOR pursuant to Paragraph 24; and provided further, that LESSEE shall conduct no activity for profit or commercial purpose under this lease.

(b) LESSEE shall not do or permit any act or thing to be done upon the premises which constitutes a nuisance or which may disturb the quiet enjoyment of LESSOR or any tenant of LESSOR on adjacent or neighboring property. LESSEE shall abate or cure any nuisance on the demised premises or for which LESSEE is responsible within ten (10) days after written notice thereof from LESSOR. In the event LESSEE has not taken corrective action within ten (10) days, LESSOR may take any

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

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

**7. CONDITION OF PREMISES:**

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

**8. SAFETY:**

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

**9. ALTERATIONS:**

LESSEE shall not construct any improvements or make any alterations of any

kind (whether permanent or otherwise) on the demised premises without the written consent of the City Manager or designated representative first being obtained..

10. **SIGNS:**

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

11. **UTILITY EXTENSION OR MODIFICATION:**

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

12. **UTILITIES:**

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

13. **MAINTENANCE:**

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

14. **FAILURE TO REPAIR:**

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

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

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

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

Lease with the purchaser.

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

**16. COMPLIANCE WITH LAW:**

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

**17. RIGHT OF INSPECTION:**

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

the foregoing) the right of LESSOR to enter upon the premises for the purpose of installing, using, maintaining, renewing, and replacing such underground oil, gas, water, sewer, and other pipelines, and such underground or aboveground telephone, telegraph, and electric power conduits or lines as LESSOR may deem desirable in connection with the development or use of the demised premises or any other property on the airport or in the neighborhood of the premises. LESSOR shall compensate LESSEE for any and all damage to LESSEE'S improvements and personal property caused by the exercise of the rights reserved in this paragraph.

**18. INDEMNIFICATION:**

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

**19. WORKERS COMPENSATION:**

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

**20. LIABILITY INSURANCE:**

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

LESSEE'S use, occupancy and/or operation of the demised premises or in a connection therewith, shall secure and maintain in force during the entire term of this Lease and covering all LESSEE'S operations and activities on the airport, a Comprehensive General Liability insurance policy in the amount of \$ 500,000 with a reliable insurance carrier approved by the City and authorized to do such public liability and property damage insurance business in the State of California. Said policies of insurance:

(a) shall expressly name LESSOR, Council persons, agents, officers, and employees as additional insured; and

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

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

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

Within ten (10) days from the date of the Lease, LESSEE shall file with the City Manager a duly certified Certificate of Insurance evidencing that the hereinabove mentioned public liability and property damage (and hangar-keeper liability, where applicable) provisions have been complied with, and setting forth that LESSOR, its councilpersons, agents, officers, and employees are named as additional insured. In the event that LESSEE shall fail to obtain or thereafter maintain such policies or to furnish evidence thereof to LESSOR, LESSOR may, in LESSOR'S sole discretion, (1) procure the same, pay the premium therefore, and collect same with the next payment of rental due from LESSEE, or (2) terminate this Lease pursuant to Paragraph 28 hereof.

**21. TAXES AND ASSESSMENTS:**

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

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

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

**23. AERONAUTICAL RESTRICTIONS:**

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

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

or in equity.

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

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

(e) LESSOR reserves the right, but shall not be obligated to LESSEE, to maintain and keep in repair the landing area at the Tehachapi Airport and all publicly owned facilities at the airport, together with the right to direct and control all activities of the LESSEE in this regard. Provided, however, that in the event of the taxiways or runways at the airport are determined to be unfit for aeronautical use by the Federal Aviation Administration or by LESSOR or by the Aeronautical Division of the California Department of Transportation, or the airport ceases to be operated as an airport, then this Lease may be terminated by LESSEE, at its option, by its giving of at least thirty (30) days written notice thereof LESSOR.

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

**24. SUBLETTING:**

(a) LESSEE shall not assign this Lease or sublet the premises, or any part thereof, without the prior written consent of the LESSOR, which consent shall not be

unreasonably withheld but may be reasonably conditioned to include but not be limited to the following:

- (i) Any assignment or sublease shall be in writing and shall provide that the assignee or sublessee shall agree to and be bound by all of the terms and conditions of the Lease;
- (ii) The assignee or sublessee shall secure and maintain in force during the entire term of such sublease or assignment a liability insurance policy or policies in conformity with the requirements of Paragraph 20, Liability Insurance, with respect to any aircraft hangared on the premises that are owned by sublessee or assignee or other third party; and
- (iii) A rental adjustment, which shall be, based on the rental then in effect by LESSOR for new noncommercial hangar ground leases.

(b) In the event of an attempted assignment or subletting in violation of the foregoing provisions, then in addition to any and all other rights and remedies available to it, the LESSOR may, at its option, by written notice to the LESSEE, either (1) declare such sublease, assignment, transfer, mortgage, or other conveyance void, or (2) terminate this Lease and all rights and interest of LESSEE and all other persons hereunder pursuant to Paragraph 28. Any consent by the LESSOR to any assignment or sublease, shall not be deemed, or construed as a consent to any different or subsequent assignment or sublease. The remedies available herein are cumulative with all other remedies available under this Lease or at law or in equity and the exercise of any remedy herein or under this Lease or at law or in equity shall not prevent the exercise of any other remedy provided herein or in this Lease or at law or in equity.

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

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

26. **BANKRUPTCY:**

In the event that (a) LESSEE shall file a voluntary petition in bankruptcy or shall be adjudged a bankrupt in any voluntary bankruptcy proceeding; (b) any voluntary or involuntary proceeding for the reorganization of LESSEE shall be instituted by anyone other than LESSEE under any of the provisions of the bankruptcy laws of the United States; or (c) a receiver or judicial trustee or custodian shall be appointed for LESSEE, or any lien or any writ of attachment, garnishment, execution or distraint shall be levied upon any LESSEE'S rights or interest under this Lease; or (d) there shall be any other assignment of any LESSEE'S rights or interests under this Lease by operation of law, then in addition to any and all other rights and remedies available to it, LESSOR may, at its option by written notice to LESSEE, terminate this Lease and all rights and interest of LESSEE and all other persons under this Lease. The term "LESSEE", as used in this paragraph, includes any individual, partnership, or corporation who is a LESSEE hereunder, even though several individuals, partnership, or corporations are such, and includes each partner of any partnership, which is LESSEE hereunder.

**27. WAIVER OF BREACH:**

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

**28. BREACH:**

(a) In the event of a breach by LESSEE of any term, condition, or agreement herein contained, LESSEE shall have 30 days to cure the breach after written notice has been given to LESSEE by LESSOR, provided however that if any such breach cannot be reasonably cured within 30 days of such notice, then LESSEE shall have commenced reasonable efforts to cure same within said period. In the event of LESSEE'S failure to cure or commence the cure of any such breach within 30 days this Lease and all privileges herein granted shall be terminated and be of no further force or effect, and LESSEE shall immediately surrender to LESSOR possession of the premises, and in addition to all other remedies available to LESSOR hereunder or at law or equity, LESSOR shall have the remedies either to remove the Improvements on the premises at the expense of LESSEE or retain the Improvements and to thereafter be the sole and exclusive owner of same. Notwithstanding the foregoing, in the event LESSEE allows a nuisance to exist on the premises as described in Paragraph 6 of this Lease, LESSEE shall abate the nuisance as required therein, and nothing herein shall be deemed to waive or modify the requirements and remedies described in Paragraph 6. Providing further, that in the event LESSEE breaches this Lease and abandons the property before the end of the term, if LESSEE'S right to possession is terminated by LESSOR because of breach of this Lease, LESSOR shall have the right to recover damages from LESSEE as provided in the State of California Civil Code Section 1951.2.

(b) In the event of a breach by LESSOR of any term, condition, or agreement herein contained, that deprives LESSEE in any manner, in whole or part, of its quiet enjoyment of the demised premises or its right to utilize them fully as described in Paragraph 6 hereof, or of its rights of ingress and egress described in Paragraph 25 hereof, LESSEE shall not be obligated to LESSOR for any rental payments otherwise due and payable for the period of such breach.

**29. NEGATION OF PARTNERSHIP:**

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

**30. SURRENDER OF PREMISES:**

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

**31. ENTIRE AGREEMENT:**

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

**32. VENUE AND GOVERNING LAW:**

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

**33. COVENANTS AND CONDITIONS:**

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

**34. TIME OF THE ESSENCE:**

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

**35. SEVERABILITY:**

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

**36. AUTHORIZED AGENT OF LESSOR:**

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

**37. NOTICES:**

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

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

TO LESSEE: Richmond Properties C, LLC  
20693 Bear Valley Rd., PMB #240  
Tehachapi, CA 93561  
661-823-5400

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

38. **BINDING:**

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

39. **CAPTIONS:**

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

40. **AMENDMENTS:**

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

41. **ATTORNEY'S FEES:**

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

42. **RECORDATION:**

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

43. **COUNTERPARTS:**

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

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

LESSOR:

LESSEE:

CITY OF TEHACHAPI

RICHMOND PROPERTIES

By: \_\_\_\_\_

By: \_\_\_\_\_

**SUSAN WIGGINS**

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