

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, AUGUST 15, 2016 - 6:00 P.M.**

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

CALL TO ORDER

ROLL CALL

INVOCATION

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

PLEDGE TO FLAG

CONSENT AGENDA/OPPORTUNITY FOR PUBLIC COMMENT

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

AUDIENCE ORAL AND WRITTEN COMMUNICATIONS

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

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

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TEHACHAPI CITY FINANCING CORPORATION REGULAR MEETING**

Monday, August 15, 2016- 6:00 P.M. - PG. 2

2. Presentation by the Moose Lodge – Sale of Good Time Badges for \$2.00

CITY CLERK REPORTS

Tehachapi City Council Unassigned Res. No. 37-16

Tehachapi City Council Unassigned Ord. No. 16-05-735

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

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

- *3. **ALL ORDINANCES SCHEDULED FOR INTRODUCTION OR ADOPTION AT THIS MEETING SHALL BE READ BY TITLE ONLY**
- *4. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation regular meeting on July 18, 2016 – **APPROVE AND FILE**
- *5. Special Event Application for the Chamber’s 53rd Tehachapi Mountain Festival and Car Show from August 19, 2016 through August 21, 2016 – **APPROVE THE 53RD TEHACHAPI MOUNTAIN FESTIVAL AND CAR SHOW SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES**

FINANCE DIRECTOR REPORTS

- *6. Disbursements, bills, and claims for July 14, 2016 through August 9, 2016 – **AUTHORIZE PAYMENTS**

ECONOMIC DEVELOPMENT COORDINATOR REPORTS

- *7. Tehachapi Granfondo cycling event support – **APPROVE THE AGREEMENT BETWEEN SAMBARN PROMOTIONS AND THE CITY OF TEHACHAPI FOR LOGISTICAL AND PLANNING SUPPORT FOR THE TEHACHAPI GRANFONDO IN THE AMOUNT OF \$2,500 AND AUTHORIZE THE MAYOR TO SIGN SUBJECT TO CITY ATTORNEY APPROVAL**

DEVELOPMENT SERVICES DIRECTOR REPORTS

8. California High Speed Rail Reimbursement Agreement – **APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT DESIGNATED HSR 15-188 BETWEEN THE HIGH SPEED RAIL AUTHORITY AND THE CITY OF TEHACHAPI AND INSTRUCT STAFF TO TRACK ELIGIBLE EXPENSES AND SEEK REIMBURSEMENT AS APPROPRIATE UNDER THIS AGREEMENT**
9. Dedication of Public Improvements and Release of the Notice of Rejection prohibiting the issuance of certificates of occupancy for Tract 4927 – Mulberry Estates – **APPROVE THE GRANT DEED COMPLETING THE DEDICATION OF THE PUBLIC IMPROVEMENTS, INCLUDING ALL EASEMENTS AND RIGHTS-OF-WAY SHOWN ON TRACT MAP 4927; AUTHORIZE THE MAYOR TO SIGN A CERTIFICATE OF ACCEPTANCE FOR THE GRANT DEED AND DIRECT STAFF TO RECORD SAME; APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE RELEASE OF NOTICE OF REJECTION OF OFFER OF DEDICATION OF PUBLIC UTILITY EASEMENTS, STREETS, AND OTHER EASEMENTS IN CITY OF TEHACHAPI TRACT NO. 4927**
- *10. Notice of Completion for the Tehachapi Boulevard Rehabilitation Phase III Project – **APPROVE THE NOTICE OF COMPLETION FOR THE TEHACHAPI BOULEVARD REHABILITATION PROJECT PHASE III AND DIRECT STAFF TO RECORD SAME**

**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, August 15, 2016- 6:00 P.M. - PG. 3

- *11. Notice of Completion for the Freedom Plaza Project – **APPROVE THE NOTICE OF COMPLETION FOR THE FREEDOM PLAZA PROJECT AND DIRECT STAFF TO RECORD SAME**

POLICE CHIEF REPORTS

12. Acceptance of POST Public Safety Dispatcher Program – **ADOPT A RESOLUTION ACCEPTING THE REQUIREMENTS OF SECTIONS 13510(C) AND 13512 OF CALIFORNIA PENAL CODE RELATIVE TO THE RECRUITMENT AND TRAINING STANDARDS OF AND AUTHORIZING PARTICIPATION IN THE POST PUBLIC SAFETY DISPATCHER PROGRAM**

ASSISTANT CITY MANAGER REPORTS

- *13. Amendment No. 1 to the agreement between the City and the Federation of Public Service Employees (FPSE) Local 1850 as ratified by the bargaining unit – **APPROVE AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND FPSE LOCAL 1850**
- *14. Amendment to Police Officer’s Association agreement to conform with CalPERS required policy language – **APPROVE AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND THE TEHACHAPI POLICE OFFICERS ASSOCIATION AND AUTHORIZE THE MAYOR TO SIGN**

CITY MANAGER REPORTS

- *15. Salary plan amendment to include a Cost of Living Increase for the Federation of Public Service Employees Local 1850 – **ADOPT A RESOLUTION ESTABLISHING THE SALARY PLAN FOR EACH POSITION CLASSIFICATION IN CITY SERVICE AND REPEALING RESOLUTION NO 36-16**
16. Report to Council regarding current activities and programs – **VERBAL REPORT**

COUNCILMEMBER REPORTS

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

CLOSED SESSION

1. Approval of closed session minutes of July 18, 2016.
2. Conference with legal counsel regarding claim filed by James Roberts per Government Code Section 54956.9(d)(2).

ADJOURNMENT

ACTION TAKEN

MEETING SHALL BE READ BY TITLE ONLY.

- *4. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation regular meeting on March 7, 2016 amending items 16 and 17 to reflect the correct resolution numbers - **APPROVED AND FILED.**
- *5. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation regular meeting on July 5, 2016 – **APPROVED AND FILED**

Approved & Filed
Sm/Gr All Ayes

Approved & Filed
Sm/Gr All Ayes

FINANCE DIRECTOR REPORTS

- *6. Disbursements, bills and claims for June 30, 2016 through July 13, 2016 – **AUTHORIZED PAYMENTS**
- *7. City of Tehachapi Treasurer’s Report through June, 2016 – **RECEIVED REPORT**

Authorized Payments
Sm/Gr All Ayes

Received Report
Sm/Gr All Ayes

DEVELOPMENT SERVICES DIRECTOR REPORTS

- *8. Certificate of Acceptance for Irrevocable Offers of Dedication for ingress, egress, and road purposes on Challenger Drive from Vienna Street east to Burnett Road from the Crawford & Guthrie Trusts and MB Duncan Separate Property Trust – **ACCEPTED THE IRREVOCABLE OFFERS OF DEDICATION AS PROPOSED, AUTHORIZED THE MAYOR TO SIGN A CERTIFICATE OF ACCEPTANCE FOR EACH AND DIRECTED STAFF TO RECORD SAME**

Accepted The Irrevocable Offers Of Dedication As Proposed, Authorized The Mayor To Sign A Certificate Of Acceptance For Each And Directed Staff To Record Same
Sm/Gr All Ayes

POLICE CHIEF REPORTS

- 9. Memorandum of Understanding with the Tehachapi Unified School District regarding the position of grant funded School Resource Officer for the 2016- 2017 school year – **POLICE CHIEF KENT KROEGER GAVE STAFF REPORT; APPROVED THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF TEHACHAPI/TEHACHAPI POLICE DEPARTMENT AND THE TEHACHAPI UNIFIED SCHOOL DISTRICT AND AUTHORIZED THE MAYOR TO SIGN SUBJECT TO APPROVAL BY THE CITY ATTORNEY**

Approved The Memorandum Of Understanding Between The City Of Tehachapi/Tehachapi Police Department And The Tehachapi Unified School District And Authorized The Mayor To Sign Subject To Approval By The City Attorney
Gr/Ni Ayes All

ASSISTANT CITY MANAGER REPORTS

- 10. Event Center and Motocross Track – **ASSISTANT CITY MANGER CHRIS KIRK GAVE STAFF REPORT; RECEIVED PUBLIC COMMENT; AUTHORIZED CITY STAFF TO OBTAIN A PROPERTY APPRAISAL FOR THE TEHACHAPI EVENT CENTER AND RODEO GROUNDS FROM A QUALIFIED APPRAISER**

Authorized City Staff To Obtain A Property Appraisal For The Tehachapi Event Center And Rodeo Grounds From A Qualified Appraiser
Ni/Sm Motion Carried
Wa Ns

CITY MANAGER REPORTS

- *11. Salary plan amendment – **ADOPTED RESOLUTION 36-16 ESTABLISHING THE**

Adopted Resolution 36-16 Establishing The Salary Plan For Each Position Classification In

ACTION TAKEN

SALARY PLAN FOR EACH POSITION CLASSIFICATION IN CITY SERVICE AND REPEALING RESOLUTION NO 29-16

City Service And Repealing Resolution No 29-16
 Sm/Gr All Ayes

12. Benz Sanitation, Inc. - **MAYOR FORMED A COMMITTEE AND APPOINTED COUNCILMEMBER GRIMES AND COUNCILMEMBER SMITH TO WORK WITH STAFF TO ADDRESS ANY ISSUES RELATED TO THE SALE OF BENZ SANITATION, INC.**
13. Report to Council regarding current activities and programs – **VERBAL REPORT.**

Mayor Formed a Committee And Appointed Councilmember Grimes And Councilmember Smith To Work With Staff To Address Any Issues Related To The Sale Of Benz Sanitation, Inc.

COUNCIL MEMBER ANNOUNCEMENTS OR REPORTS

1. Councilmember Wahlstrom commented on the hard work the City employees have put forth on the City streets.
2. Councilmember Grimes commented on the success of the Pancake Breakfast held on July 4th.
3. Mayor Wiggins commented on the success of the new Visitor’s Center.

CLOSED SESSION

1. Conference with real property negotiator (City Manager) regarding first right of refusal of Airport property described as Hangar A per Government Code Section 54956.8
2. Conference with legal counsel regarding claim filed by Claudia Blodget per Government Code Section 54956.9(d)(2).
3. Conference with legal counsel regarding claim filed by the VFW Tehachapi Mountain Post 5948 per Government Code Section 54956.9(d)(2).

Directed Staff Not To Exercise The City’s First Right Of Refusal
 Sm/Wi Ayes All

Denied Claim filed by Claudia Blodget
 Ni/Sm Ayes All

Denied Claim Filed By VFW Tehachapi Mountain Post 5948
 Ni/Sm Ayes All

ADJOURNMENT

The City Council/Boards adjourned at pm to a Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority and Tehachapi City Financing Corporation Regular Meeting to be held on Monday, August 15, 2016, at 6:00p.m.

 TORI MARSH
 City Clerk, City of Tehachapi

Approved this 15th day
 Of August, 2016.

Tehachapi City Council Regular Meeting – July 18, 2016
Tehachapi Redevelopment Successor Agency Regular Meeting
Tehachapi Public Financing Authority Regular Meeting And
Tehachapi City Financing Corporation Regular Meeting

ACTION TAKEN

<hr/> <p>SUSAN WIGGINS Mayor, City of Tehachapi</p>	
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APPROVED

DEPARTMENT HEAD: 

CITY MANAGER: _____

COUNCIL REPORTS

MEETING DATE: AUGUST 15, 2016 **AGENDA SECTION:** CITY CLERK

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: ASHLEY WHITMORE, DEPUTY CITY CLERK

DATE: AUGUST 10, 2015

SUBJECT: 53RD ANNUAL TEHACHAPI MOUNTAIN FESTIVAL & CAR SHOW

APPLICANT AND ORGANIZATION

Ida Perkins, Greater Tehachapi Chamber of Commerce

EVENT DESCRIPTION

The 53rd Annual Mountain Festival & Car Show will be held from 8/19/2016 – 8/21/2016. This festival will encompass many events with various street closures throughout downtown. This event is open to the public.

APPLICANT REQUESTS

- Closure of Mojave Street from Pepper Drive to E Street 8/19/16 – 8/21/16
- Closure of E Street from Mojave Street to South Robinson Street 8/19/16 – 8/21/16
- Closure of F Street from Kmart to Snyder Street 8/20/16
- Closure of F Street from Curry Street to South Robinson Street 8/21/16
- Closure of South Green Street from Tehachapi Blvd. to D Street 8/21/16

STAFF CONDITIONS

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

2) Car Show – All display vehicles must enter via Tehachapi Blvd. The applicant must provide traffic control at the corner of Curry and D, E & F Streets to route the vehicles accordingly. Car show participants are to be considerate of residents in the early morning and refrain from revving vehicles or other loud noises.

Police Department: 1) The applicant must provide I.D.'s for all carnival and Kiddie Amusement employees.

RECOMMENDATION

APPROVE THE 53rd ANNUAL TEHACHAPI MOUNTAIN FESTIVAL SPECIAL EVENT APPLICATION, ASSOCIATED STREET CLOSURES AND AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND THE GREATER TEHACHAPI CHAMBER OF COMMERCE, SUBJECT TO CITY CONDITIONS

RECEIVED

JUN 15 2016

City of Tehachapi

SPECIAL USE/EVENT APPLICATION

Organization Greater Tehachapi Chamber of Commerce

Event Contact Ida Perkins Phone Number +1 (661) 822-4180

Address 209 E. Tehachapi Blvd, PO Box 401

City Tehachapi State CA Zip Code 93561

E-mail Address idaperkins@tehachapi.com

Event Name 53rd Annual Tehachapi Mountain Festival*

Event Location Numerous Locations - Please see attached event binder

Event Date(s) August 19th through August 21, 2016 Event Time(s) Varies - please see event binder

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

Please see event binder

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

If Yes, what will the proceeds be used for? To fund Chamber programs

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

Will alcoholic beverages be served? Yes No

Will alcoholic beverages be sold? Yes No

If Yes, what is A.B.C. Permit No? Will be applied for on July 15, 2016 - copy to City once received

Please Describe How The Following Will Be Accomplished:

Street Barricades Please see attached event binder

Traffic Control Please see attached event binder

Crowd Control Please see attached event binder

Utility Services: Water, Sewer, Electric Please see attached event binder

Lights Please see attached event binder

Dust Control Please see attached event binder

Site Clean-up & Maintenance Please see attached event binder

Security Please see attached event binder

Site Facilities Please see attached event binder

Health Dept. Please see attached event binder

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

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

I understand that a call out to City employees for services will be at my expense and I will be charged a 3 hour minimum call out fee for the first call out of the day. The current fee is \$63.54 per hour (\$190. 62 for the first call out of the day) and is subject to change.

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

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

Applicant Signature _____

Date June 13, 2016

Office Use Only

Insurance Certificate

List Of Vendors

Meeting

Deposit

Plot Plan

Date

Time

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

Notes _____

GENERAL REGULATIONS

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

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

FOOD AND ALCOHOL REGULATIONS

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

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

FEE AND DEPOSIT SCHEDULE

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

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

SECURITY PERSONNEL

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

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

LIABILITY INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

INDEMNIFICATION

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

Applicant Signature

Date

53rd Annual TEHACHAPI MOUNTAIN FESTIVAL®
AUGUST 19-21 2016
"Genuine Mountain Style, Best by a Country Mile"

This proposal will outline the Chamber of Commerce's requests for use of City facilities, for the 2016 Tehachapi Mountain Festival® and PRCA Rodeo. It will also outline by date the scheduled activities during the Mountain Festival week.

Tehachapi Valley Park and Recreation district has been contacted and all fees and agreements have been applied for and paid, regarding the use of Central Park.

Carl Gehricke is our Mountain Festival Chairman. (#2)

Jim Wallace is Chairperson of the Board for the Chamber of Commerce. (#2)

Prior to the actual week of the Tehachapi Mountain Festival® there is a great deal of preparation. Although the Mountain Festival Committee includes all activities in their itinerary, not all activities are Chamber sponsored or included under the Chamber's insurance policy. A copy of the **General Liability, Liquor Liability (#3)** policy will be provided no later than August 1, 2016. The City attorney will approve all vendors required to submit insurance policies. (#4)

Contact: Ida Perkins. (#2)

The following details for the Mountain Festival are outlined by the date each event occurs.

MONDAY-TUESDAY, AUGUST 15-23 Carnival-G & S Shows (#9) will be setting up on the property owned by Jorgensen Financial at the corner of D & Robinson Streets across from Claude L Wells Education Center. They will take approximately three days to set up and two days to tear down. They will be open on Friday, August 19, from 6:00 pm to 11:00 pm, Saturday, August 20, from 12:00 pm to 11:00 pm and Sunday, August 21, from 12:00 pm to 8:00 pm. The City attorney, prior to the event, will approve insurance for the event. The county fire department will be notified for inspections needed.

Contact: Carl Gehricke/Ida Perkins (#2)

The Moose Lodge & Warrior Boosters, will be selling Good Time Badges (#7) throughout the Tehachapi area. A schedule of their appearances will be submitted to the City. Arrangements will be made through Ashlee Whitmore for when the Good Time Bandits will visit City Hall. (#8) The Moose Lodge is insured through their national organization for their fund-raisers.

Contact: Bob Backman. (#2)

The PRCA Rodeo is a separate non-profit organization. They are providing information to the City on their own behalf. The Rodeo is part of Mountain Festival, but is **NOT** a Chamber-sponsored function and is **NOT** covered under the Chamber's insurance.

Contact and Chairman is Dal Bunn . (#2)

FRIDAY, AUGUST 19 Directional Signs (#8) will be posted throughout the downtown area indicating directions to the park, carnival, rodeo grounds, Car Show, etc. A map showing sign locations is attached. (#8) This is covered under the Chamber Insurance.

Contact: Carl Gehricke (#2)

FRIDAY, AUGUST 19 Setup will begin at **Central Park** Friday morning. Approximately sixteen **Food Vendors**, two **Miscellaneous booths** and twenty six **Commercial Vendors** will be setting up in designated places in the park. See **Map (#13)**, Food vendors are local non-profit organizations and commercial vendors. **After 3:00 p.m.**, approximately 60 **Craft Vendors** will be setting up in the street in designated booth spaces in groups of two on "E" Street and Mojave. (#13) There will be a 20' clearance from the booths to edge of the curb on the North side of E Street and the East side of Mojave Street, allowing sufficient access for emergency vehicles. All vendors will provide proof of insurance.

Contact: Ida Perkins (#2)

A list of **health permits** and **resale numbers** for all vendors will be submitted two weeks prior to event, (#13) and will be mailed to the appropriate agencies. Maps of vendor locations and the streets needing to be blocked are attached. (#13)

FRIDAY, AUGUST 19 Carnival opens at 6:00 p.m. to 11:00 p.m. on Jorgensen Property.

Security will be on duty in the Park and Carnival grounds from Friday night at 6:00 p.m. to 6:00 p.m. on Sunday. A schedule is attached (#5).

Contact: Gary Knight (#2)

Alternate parking for residents surrounding the park has been addressed as indicated in the attached **letter to the residents.** (#11)

Contact: Ida Perkins (#2)

There will be a Beer Garden in the Park, as indicated on the map. The Greater Tehachapi Chamber of Commerce sponsors this event. A Liquor License will be applied for thirty days prior to event (July 19), and an approved copy will be submitted to the City upon receipt. (#6) All consumption of beer is restricted to the Beer Garden. The hours will be from 10:00 a.m. to 5:00 p.m. on Saturday and Sunday. This is covered under the Chamber Liability and Liquor Liability policy, a copy is attached. (#3)

Contact: Ida Perkins (#2)

SATURDAY, AUGUST 20 7:00 a.m. will be the Royal Ranger Pancake Breakfast sponsored by the American Legion Post 221 at the Veterans Hall. This is NOT a Chamber sponsored event and is covered under the Royal Ranger Insurance.

Contact : Christian Life Assembly 822-3813 (#2)

SATURDAY, AUGUST 20 Mountain Gallop 5K/10K 6:30 a.m. presented by Tehachapi Valley Recreation & Parks District. This is NOT a Chamber sponsored event and is covered under TVRPD insurance.

Contact: TVRPD (#2)

SATURDAY, AUGUST 20 At 10:00 a.m. will be the Mountain Festival Parade down "F" Street. Setup will begin at 8:00 a.m. in the Big-K parking lot and the vacant lot next to Big-K. A map showing the parade route is attached (#10) Vendors will be setting up booths in the spots designated by the Parade Chairman to sell soda, candies, etc. This is a Chamber sponsored event. Mountain Festival Volunteers will provide security and crowd Control. The Chamber requests the City to provide barricades and street closure as per map of parade route attached. In addition the Chamber requests use of the City's PA System during the parade.

Contact: David Shaw (#2)

SATURDAY, AUGUST 20 Craft, Food, Miscellaneous and Commercial Vendors will be open 10:00 a.m. to 5:00 p.m. at Central Park. Carnival will be open at 12:00 pm and close at 11:00 pm. Clean Up Begins at 5:00 p.m.

Contact: Ida Perkins (#2)

Entertainment in the park will be at the Gazebo starting at 10:00 a.m. to 5:00 p.m.

Contact : Ida Perkins (#2)

SUNDAY, AUGUST 21 **Craft, Food, Miscellaneous** and **Commercial** Vendors will be open 10:00 a.m. to 5:00 p.m. at Central Park. **Carnival** will be open at 12:00 pm and close at 8:00 pm. Clean Up Begins at 5:00 p.m.

Contact: Ida Perkins (#2)

Entertainment in the park will be at the Gazebo starting at 10:00 a.m. to 5:00 p.m.

Contact : Ida Perkins (#2)

SUNDAY, AUGUST 21 The Chamber of Commerce will sponsor the **Thunder on the Mountain Car Show**. Registration will begin at 6:00 am at the corner of Green and "F" Streets. The car show will be from 9:00 am to 3:00 p.m. Entry applications/release forms, layout are attached. The car show is being held downtown at **Green and F Streets and Centennial Park**. Closure of these streets is requested.

(#14) Green Street from Tehachapi Blvd to "D" Street and "F" Street from Curry St to Robinson St. We are also requesting permission to use Robinson Street from Tehachapi Blvd to F Street to bring car show entries in for parking from 6:00 a.m. – 9:00 p.m. Vehicles PL & PD comprehensive and collision coverage will be the responsibility of each participant. The Chamber requests the City to provide barricades and street closure as per the attached Car Show map. This is a Chamber sponsored event and covered under the Chamber liability insurance.

Contact: Tom Anderson (#2)

Miscellaneous Information:

Committee Chairman (#2)

The Mountain Festival Committee through a licensed bonded security company will provide **security**. **(#5)**

Medical Facilities Kern County Fire Department will provide a first-aid station during Mountain Festival operating hours.

Sanitary Facilities Adequate sanitary facilities including adequate trash receptacles will be provided during all Chamber-sponsored activities.

Handicap Parking We are requesting that both sides of "E" Street from Robinson to Davis in front of Claude L. Wells Education Center be designated as **Handicap Parking Only**. Six signs, DMV approved, designating Handicap Parking will be mounted on poles or posts early Saturday morning before cars begin to park in this area.

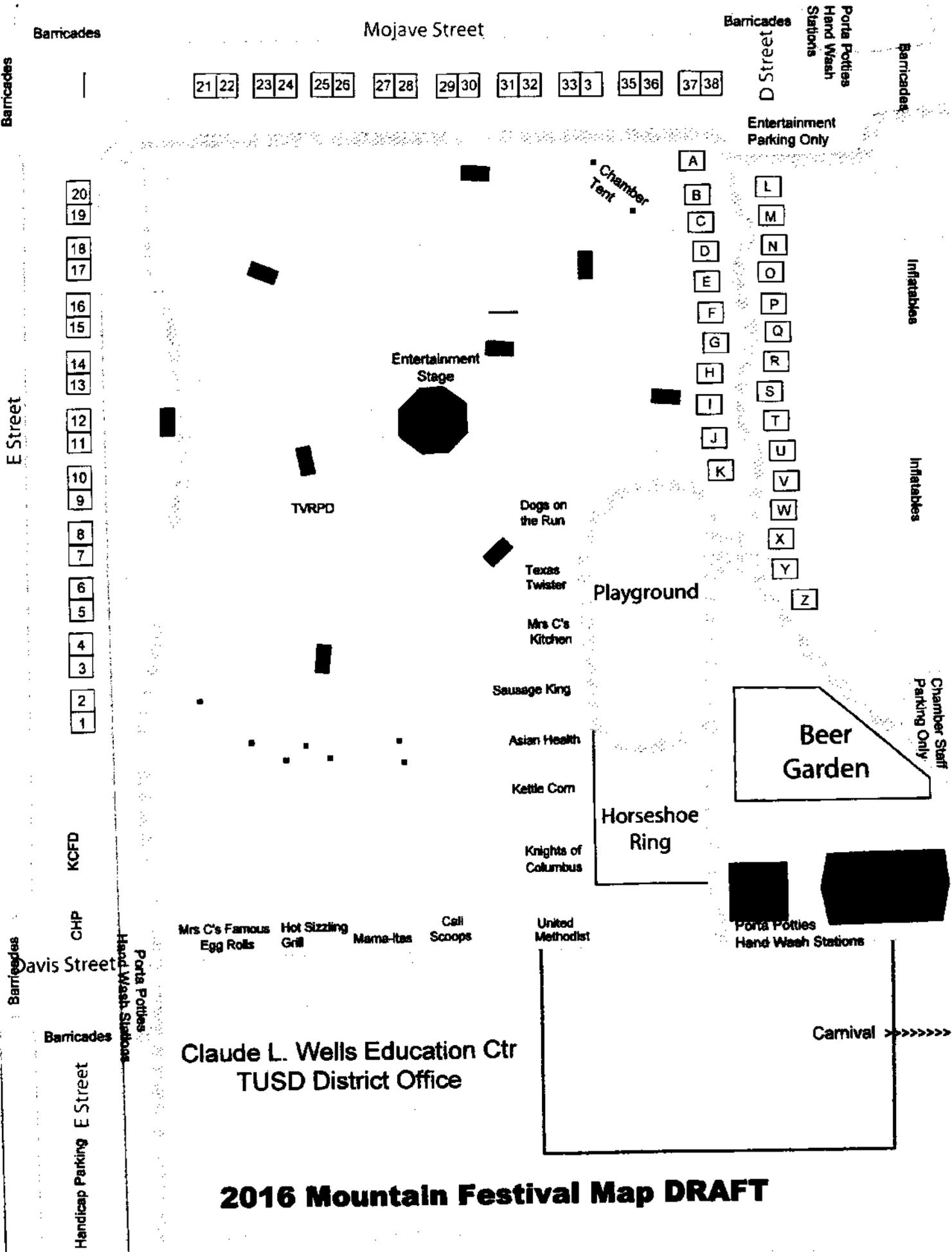
Street Closures We are requesting that "D" Street from Robinson to Park be closed to all through traffic with **NO PARKING, with the exception of Food Vendors and Mountain Festival Staff**, which will have parking permits in car windows. "E" Street from Robinson to Mojave and Mojave Street "E" to "D". See Map for details. **(#13)** We are requesting use of City barricades for the parade and additional barricades around Central Park. Security will be stationed at all barricade locations to allow vendors or others as necessary, access to the site during the hours of operation. No parking will be allowed except those having an event issued parking pass, event staff and vendors.

Please see Parade & Car Show sections for additional street closures.

Water Meter for Carnival We are requesting that a water meter be installed on the hydrant on Robinson St by the old Wells School Playground for use by the carnival.

Event Map Enclosed is a map of activities surrounding the Central Park. **(#13)**

Revised 6/07/2016



2016 Mountain Festival Map DRAFT

Mojave Street

Barricades
D Street
Porta Potties
Hand Wash
Stations

- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29
- 30
- 31
- 32
- 33
- 3
- 35
- 36
- 37
- 38

Entertainment
Parking Only

Barricades

Barricades

Inflatables

Inflatables

Chamber Staff
Parking Only

E Street

- 20
- 19
- 18
- 17
- 16
- 15
- 14
- 13
- 12
- 11
- 10
- 9
- 8
- 7
- 6
- 5
- 4
- 3
- 2
- 1

KCFD

CHP

Barricades

Porta Potties
Hand Wash Stations

Barricades

Handicap Parking E Street

Entertainment
Stage

TVRPD

Dogs on
the Run

Texas
Twister

Mrs C's
Kitchen

Playground

Sausage King

Asian Health

Kettle Corn

Horseshoe
Ring

Knights of
Columbus

Beer
Garden

Mrs C's Famous
Egg Rolls Hot Sizzling
Grill Mama-litas Cali
Scoops

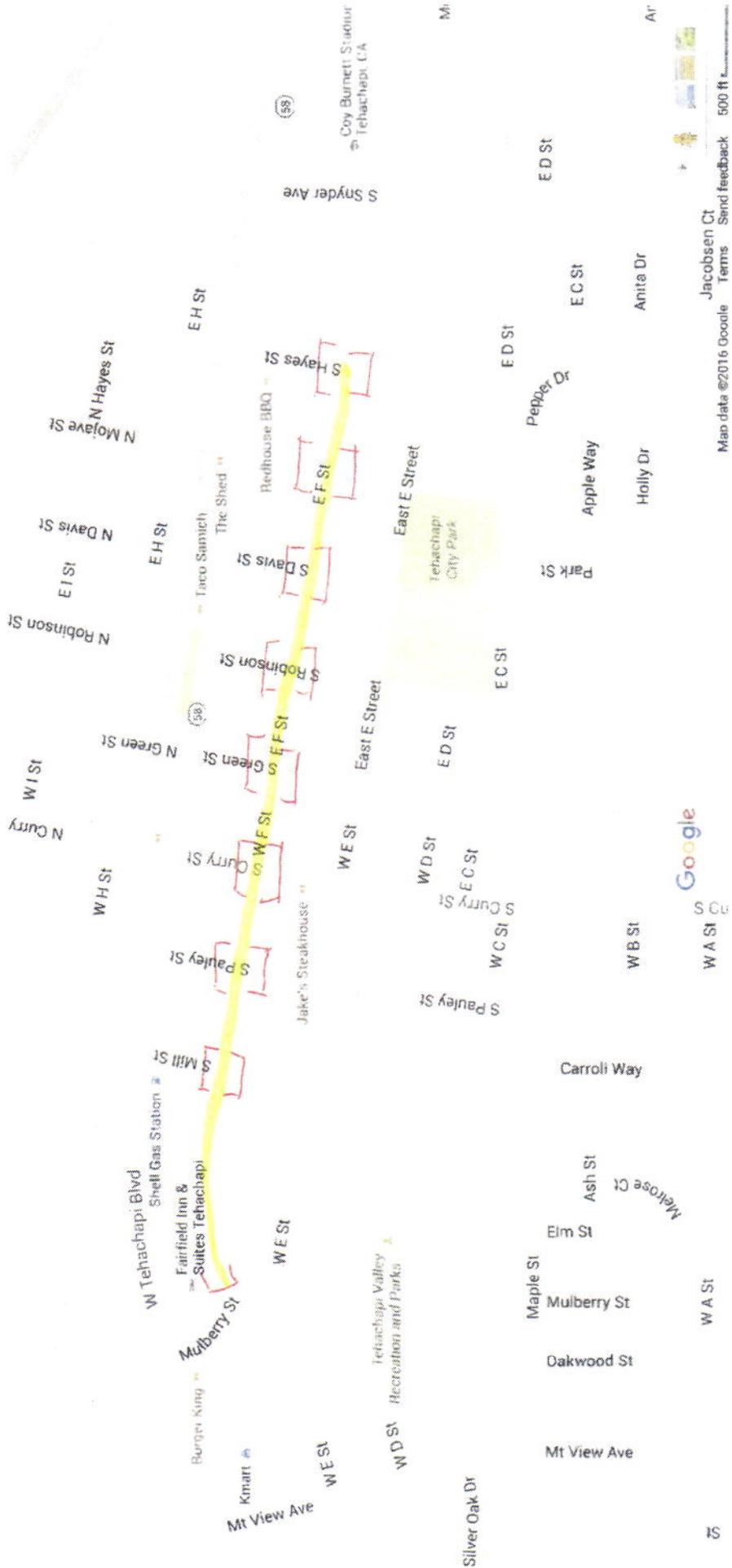
United
Methodist

Porta Potties
Hand Wash Stations

Claude L. Wells Education Ctr
TUSD District Office

Carnival >>>>>>

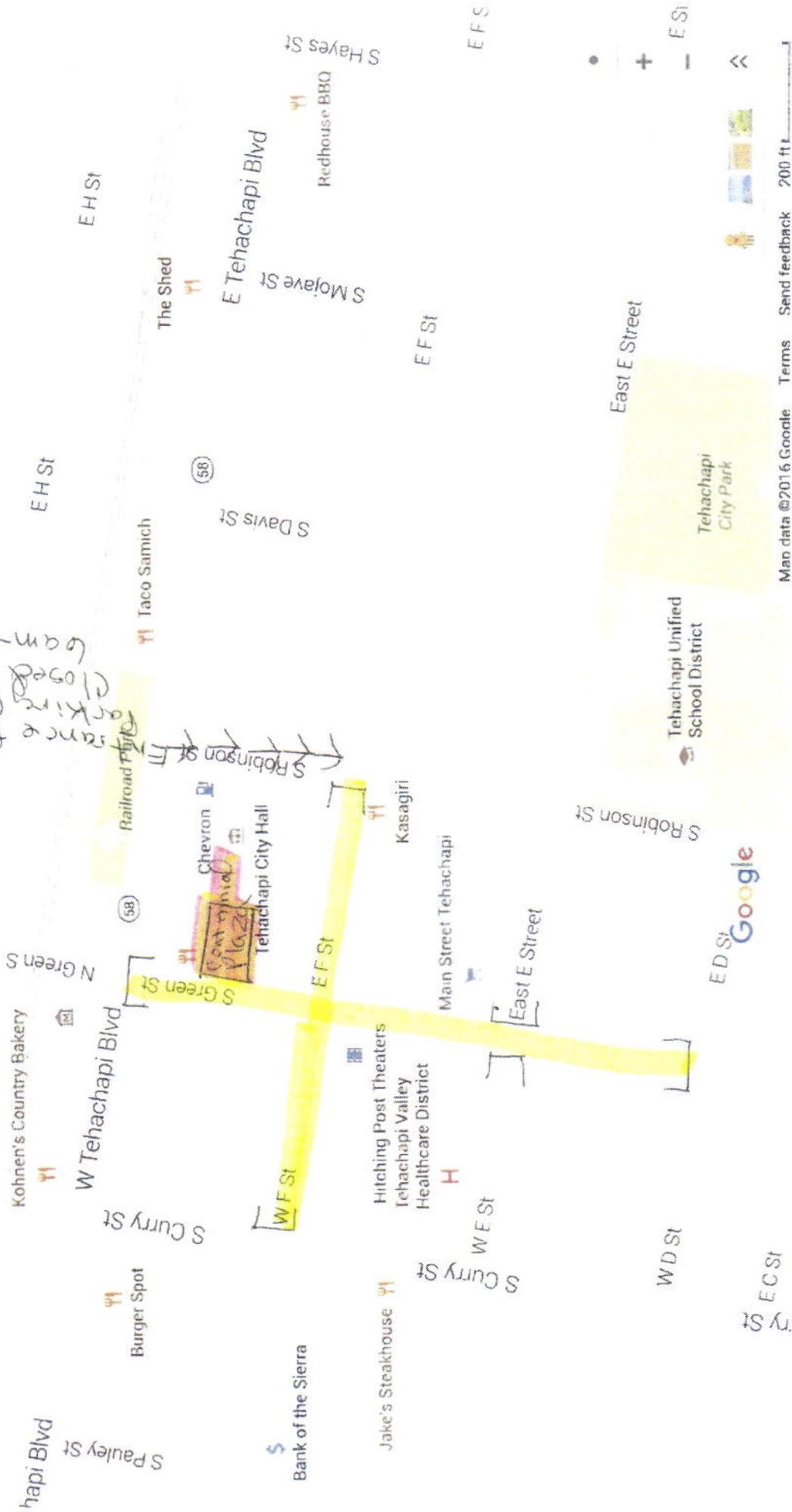
2016 Mountain Festival Parade Route



[] Barricades
 [] Parade Route

with a mural on the Mountain Car Show
Tehachapi Mountain Festival

Space for
parking cars
from 9am-1pm



[Barricades

[Parking for car show entries

Accounts Payable

Checks by Date - Detail By Vendor Number

User: afrescas
 Printed: 8/9/2016 - 2:24 PM



CITY OF
TEHACHAPI
 CALIFORNIA

Vendor	Invoice No	Line Description	Check Amount
0015	211 Praxair Distribution Inc.		
Check No:	0	Check Date:	
	55449815	PW/130 Ind Acetylene/Ind High Press 100cf/Saf	78.75
		Check Total:	78.75
		Vendor Total:	78.75
0027	Atco International		
Check No:	0	Check Date:	
	I0464535	PW/Foamacide	69.88
	I0464535-A	Use Tax 7.5% of \$65.00	-4.88
		Check Total:	65.00
		Vendor Total:	65.00
0035	BC Laboratories Inc.		
Check No:	0	Check Date:	
	B240267	Swr/Influent-Effluent	325.00
	B240548	Wtr/Bacteriological	36.00
	B240604	Wtr/Curry Reservoir	15.00
	B241353	Wtr/Curry Reservoir	15.00
	B241580	Wtr/Curry Reservoir	15.00
	B241654	Wtr/Bacteriological/309 East I/222 West D/1199	36.00
		Check Total:	442.00
		Vendor Total:	442.00
0061	BSK Associates		
Check No:	0	Check Date:	
	A616634	Swr/Effluent-Water Analysis	150.00
		Check Total:	150.00
		Vendor Total:	150.00
0155	FedEx		
Check No:	0	Check Date:	
	663901322	PD/Dispatch Console Part-Shipping Fee Return	82.49
		Check Total:	82.49
		Vendor Total:	82.49
0216	Judicial Data Systems Corporation		
Check No:	0	Check Date:	
	6130	Parking Activity for Month of June 2016	100.00
		Check Total:	100.00

Vendor	Invoice No	Line Description	Check Amount
		Vendor Total:	100.00
0300	Mission Linen & Uniform Service		
Check No:	0	Check Date:	
	502913721	PW/Linen Maint	88.58
	502913722	Swr/Mats	22.55
	502957774	PW/Linen Maint	88.58
	502957775	Swr/Mats	22.55
	503005479	PW/Line Maint	88.58
	503005480	Swr/Mats	22.55
		Check Total:	333.39
		Vendor Total:	333.39
0304	Mojave Sanitation		
Check No:	0	Check Date:	
	2775141	Swr/965528800/3 Yd Bin/Gate Fee/Recycling F	132.36
	2775552	Swr/975428801/Storage Container/800 Enterpris	85.00
		Check Total:	217.36
		Vendor Total:	217.36
0362	RSI Petroleum Products		
Check No:	0	Check Date:	
	0049010	PW/Reg Unleaded Gas/Diesel Fuel	656.42
	0296317	PW/Reg Unleaded Gas/Diesel Fuel	843.09
		Check Total:	1,499.51
		Vendor Total:	1,499.51
0372	Southern California Edison		
Check No:	0	Check Date:	
	822016	Strts/3001191076/303 E Ave D/Jul 1-Aug 1 2016	13.29
	822016-A	Strts/3001191026/326 East D St/Jul 1-Aug 1 201	22.84
	822016-B	LLD/3038368118/Tehachapi Blvd-Bailey/Jul 1-	73.84
	852016	Wtr/3001424507/Curry/Jul 6-Aug 24 2016	9,706.10
	852016-A	Strts/3037091928/Hwy 202/Jul 1-Aug 1 2016	27.62
	882016	Strts/3001190981/Hwy 202/Jul 5-Aug 3 2016	50.88
	882016-A	Wtr/3001479005/Pinon/Jul 6-Aug 4 2016	3,409.07
		Check Total:	13,303.64
		Vendor Total:	13,303.64
0428	Tehachapi Flower Shop		
Check No:	0	Check Date:	
	9840	GG/Sympathy Arrangements/Kenneth Peters/Aa	148.13
		Check Total:	148.13
		Vendor Total:	148.13
0441	Vulcan Materials Company Western D		
Check No:	0	Check Date:	
	71184543	Wtr/3/8in Fine PG64-10	388.82
		Check Total:	388.82
		Vendor Total:	388.82

Vendor	Invoice No	Line Description	Check Amount
0447	Underground Service Alert a Californi		
Check No:	0	Check Date:	
	16070317	Wtr/Annual Membership Renewal	273.08
		Check Total:	273.08
		Vendor Total:	273.08
0448	Union Bank Corporate Trust Division		
Check No:	0	Check Date:	
	842016	AD 89-3 Cash Bal Transfer to Union Bank for D	33,000.00
	993498	LLD/AD 89-2 Summit Assess Dist- Bank Admir	1,072.50
	993517	LLD/COT East Blvd 89-3 Bank Admin Fee/Jul 2	1,210.00
		Check Total:	35,282.50
		Vendor Total:	35,282.50
0476	WITTS Everything for the Office		
Check No:	0	Check Date:	
	142131-0	Mill St Rehab/Xerox Paper	14.57
	142133-0	Swr/Luxhide Guest Chair-Blk	298.85
	142146-0	GG/Storage Boxes	10.90
	142150-0	GG/Storage Boxes/Staples/Highlighters	24.10
	142168-0	GG/Laminate Letter Pouch	36.54
	142169-0	Freedom Plaza/Dispenser/Toilet Seat Covers	27.63
	142212-0	GG/Storage Boxes	21.80
	142222-0	Swr/Custom Stamp (AP)	100.01
	142225-0	Tucker Rd/Copy Paper	22.08
	142233-0	GG/8.5x11 Paper/Folders	29.29
	142250-0	GG/8.5x11 Paper	68.78
	142251-0	GG/Blk & Blu Pens	65.53
	142253-0	GG/Correction Tape	30.19
	142293-0	GG/Ink Cartridges	154.77
	142299-0	GG/5/8 & 3/4 Binding Spines	43.53
	142319-0	GG/Binder Clips/Sheet Protectors/CD Bndr Shee	25.38
		Check Total:	973.95
		Vendor Total:	973.95
0524	Scotts Auto Body Inc.		
Check No:	0	Check Date:	
	19039	GG/08 Ford Esc/Replace LT Window Reg/Instal	155.65
		Check Total:	155.65
		Vendor Total:	155.65
0525	All American Tire & Service Center L		
Check No:	0	Check Date:	
	2777	DSD/2012 Chevy Colorado Lic 1393046/Oil Ch.	446.07
		Check Total:	446.07
		Vendor Total:	446.07
0543	BSE Rents		
Check No:	0	Check Date:	
	96955	PW/Chain Saw Safety Kit/Out 7-8-16 In 7-27-16	394.79
	98830	Wtr/Trench Shovel3" Wood/Out 7-26-16 In 7-26	19.95
	98938	PW/Ignition Module/Out 7-27-16 In 7-28-16	44.14

Vendor	Invoice No	Line Description	Check Amount
	99030	PW/Omega II Full Brin Shield Helmet-Hat/Out	36.87
		Check Total:	495.75
		Vendor Total:	495.75
0560	Kern Machinery		
Check No:	0	Check Date:	
	101372325	PW/JDC Filter/JDC Shoe	282.62
	101970194	PW/Air Filters	143.96
		Check Total:	426.58
		Vendor Total:	426.58
0620	Mountain Gardens Nursery		
Check No:	0	Check Date:	
	70493	PW/Downtown Pots	38.69
		Check Total:	38.69
		Vendor Total:	38.69
0656	Blue Tarp Financial Inc.		
Check No:	0	Check Date:	
	35775756	Wtr/5000 Watt Power Inver	721.84
	35775756-A	Use Tax 7.5% of \$671.48	-50.36
	35864493	Wtr/Remote Control Cable	17.18
	35864493-A	Use Tax 7.5% of \$15.98	-1.20
		Check Total:	687.46
		Vendor Total:	687.46
0689	Pioneer True Value Home Center		
Check No:	0	Check Date:	
	67881	GG/Single Cut Keys	50.03
	67882	GG/Single Cut Keys	5.77
	67920	GG/Single Cut Keys	1.92
		Check Total:	57.72
		Vendor Total:	57.72
1055	Mercury Graphics		
Check No:	0	Check Date:	
	4808	GG/1000 Window Envelopes/500 9" Envelopes	213.60
	4809	PD/Business Cards-S Ketcham/E Alvarez/M Adt	223.17
		Check Total:	436.77
		Vendor Total:	436.77
1413	Kern Turf Supply Inc.		
Check No:	0	Check Date:	
	370436	Land/5ft Half Spray Nozzle	57.57
	370889	LLD/Quick Coupler Valve Key/Hose Swivel/Caj	71.36
	370889-A	Swr/Quick Coupler Valve Key/Hose Swivel/Cap	7.93
		Check Total:	136.86
		Vendor Total:	136.86
1505	Benz Construction Services		

Vendor	Invoice No	Line Description	Check Amount
Check No:	0	Check Date:	
	2775806	PW/Rolloff Svc/Gate Fee/Recycle Fee	340.06
		Check Total:	340.06
		Vendor Total:	340.06
1724	Banks Pest Control Inc.		
Check No:	0	Check Date:	
	498218	GG/115 S Robinson/Bi-Monthly Service	72.00
	798524	PD/220 C St/Bi-Monthly Service	95.00
		Check Total:	167.00
		Vendor Total:	167.00
1729	Alpha Landscape Maintenance		
Check No:	0	Check Date:	
	12721	South Curry	227.00
	12721	City Office	50.00
	12721	Market Place	25.00
	12721	Union Pacific	85.00
	12721	Mill Street	400.00
	12721	Capital Hills	270.00
	12721	Street Trees	11.00
	12721	Dennison Street	720.00
	12721	Pioneer Park	553.00
	12721	Downtown Planters	82.00
	12721	Railroad Park	505.00
	12721	Parking Lot Wall	28.00
	12721	Senior Center	105.00
	12721	Railroad Depot	128.00
	12721	Tehachapi Blvd Phase 4	35.00
	12721	Robinson St Parking Lot	25.00
	12721	Police Dept	35.00
	12721	Voyager St Trees	10.00
	12721	Centennial Plaza	40.00
	12721	Heritage Oaks	860.00
	12721	Clear View Estates	321.00
	12721	Autumn Hills	1,235.00
	12721	Alta Homes	7,790.00
	12721	Orchard Glen	3,632.00
	12721	Mill St Cottages	25.00
	12721	Red Barn	95.00
	12722-A	Mkt Pl - Union Pac	0.91
	12722-B	Mill St Island	2.74
	12722-C	Capitol Hills	1.83
	12722-D	Manzanita Park	2.74
	12722-E	KB Tract-Highland	0.91
	12722-F	Alta Tract-Warrior Park	21.02
	12722-G	Alta Parkway Lawns	1.83
	12722-H	Alta Planters-Highline & Tr	9.13
	12722-I	South Curry	1.83
	12722-J	Heritage Oaks	9.13
	12722-K	KB-Dennison	25.57
	12722-L	Dennison St	2.74
	12722-M	Clearview	0.91
	12722-N	Pioneer Park	2.74
	12722-O	Old Town Planter	0.91
	12722-P	Mill St Cottages	0.46

Vendor	Invoice No	Line Description	Check Amount
	12722-Q	Tehachapi Police Station	0.91
	12722-R	Robinson Park	0.91
	12722-S	Taco Samich	0.91
	12722-T	Senior Center	0.91
	12722-U	RR Depot	1.83
	12722-V	Robinson Parking Lot	0.46
		Check Total:	17,383.33
		Vendor Total:	17,383.33
1801	HD Supply Waterworks LTD		
Check No:	0	Check Date:	
	F760574	Wtr/1 Ang Bmv Fipxmn LL No Lead/3.4x1 Ang	1,658.88
	F805076	Wtr/Pump Repair-Dennison Well	1,154.45
	F806224	Wtr/Strt Chk Valve No Lead	468.01
	F815900	Wtr/2x5 Stl Cplg 2.38 OD Epoxy w/Galv B&N	188.30
	F815920	Wtr/Wch 500 Cutter Head 3.4" & 1"/Pulling Cat	400.97
	F815937	Wtr/14" Offset Pipe Wrench Rwo 14	67.83
	F834325	Wtr/Dennison Well-Flg Rw Di Gv Ol On/Nuts/B	2,406.76
	F889219	Wtr/Rubber Mtr Washer	47.30
	F895638	Wtr/Rubber Mtr Washer	47.30
		Check Total:	6,439.80
		Vendor Total:	6,439.80
1846	Haaker Equipment Company		
Check No:	0	Check Date:	
	W42432	Strts/Sweeper-Changed Bearings & Power Band	3,691.68
		Check Total:	3,691.68
		Vendor Total:	3,691.68
1851	AT&T		
Check No:	0	Check Date:	
	812016	GG/24813431106697/White Pages/Aug 1-31 20	18.81
		Check Total:	18.81
		Vendor Total:	18.81
1947	Tehachapi Lawn and Garden Equipme		
Check No:	0	Check Date:	
	13941	PW/Gator Line .105	18.26
		Check Total:	18.26
		Vendor Total:	18.26
2111	Swift Napa Auto Parts		
Check No:	0	Check Date:	
	875732	Strts-Sweeper/Air Filter/Prem Red Grs Cart/Exh	288.33
	875885	Land/07 Chevy Silverado Truck/Front & Rear SI	238.61
		Check Total:	526.94
		Vendor Total:	526.94
2134	Ferguson Enterprises Inc #1350		
Check No:	0	Check Date:	
	3594403	Swr/PVC Pipe/PVC Adapt/Pvc EPDM/PVC ELI	174.20

Vendor	Invoice No	Line Description	Check Amount
	PY31812587	PD/RETURN-Pleated Air Filter	-35.48
		Check Total:	138.72
		Vendor Total:	138.72
2147	Coffee Break Service Inc.	Check Date:	
Check No:	0	GG/Coffee Service-Supplies/July 2016	303.50
	234896		
		Check Total:	303.50
		Vendor Total:	303.50
2491	Southern California Edison Co.	Check Date:	
Check No:	0	Valley Bl s/s Mill to Mulberry/StLt Relo & Insta	18,378.28
	247555		
		Check Total:	18,378.28
		Vendor Total:	18,378.28
2723	CCI Central Inc.	Check Date:	
Check No:	0	GG/Sealright-Postage Sealer	110.21
	24859		
		Check Total:	110.21
		Vendor Total:	110.21
2752	Fastenal Company	Check Date:	
Check No:	0	PW/Orange Safety Vest's	116.96
	CATEH11449	PW/Scrubs Solarguard	55.23
	CATEH11477	PW/Lg Gloves	19.00
	CATEH11568	Swr/Cable Tie	15.57
	CATEH11574		
		Check Total:	206.76
		Vendor Total:	206.76
2902	Sim Sanitation Inc	Check Date:	
Check No:	0	Air/Mo Std Unit Rental/Handicap Rental	114.00
	36573		
		Check Total:	114.00
		Vendor Total:	114.00
2989	My Fleet Center.com	Check Date:	
Check No:	0	DSD/2014 Ford Explorer/Lic 1441110/Oil Chan	51.81
	13792581	Air/2015 Ram 1500 PU/Lic 1462926/Oil Change	14.48
	15604454	PW/2015 Ram 1500 PU/Oil Change	14.48
	15604454-A	Wtr/2015 Ram 1500 PU/Oil Change	14.48
	15604454-B	Swr/2015 Ram 1500 PU/Oil Change	14.47
	15604454-C		
		Check Total:	109.72
		Vendor Total:	109.72
3173	Soto Tire & Wheels	Check Date:	
Check No:	0	Land/4 New Tires -07 Chevy	660.00
	00426		

Vendor	Invoice No	Line Description	Check Amount
	00434	PW/New Tires/05 Chevy Colorado	350.00
		Check Total:	1,010.00
		Vendor Total:	1,010.00
3281	Statewide Traffic Safety & Signs Inc.		
Check No:	0	Check Date:	
	12003513	PW/Orange Mesh Vest/Class 2 Lime Vest	90.34
		Check Total:	90.34
		Vendor Total:	90.34
3355	Got Weeds?		
Check No:	0	Check Date:	
	1109	Air/Airport Maintenance	600.00
		Check Total:	600.00
		Vendor Total:	600.00
3429	Independent Fire and Safety Inc.		
Check No:	0	Check Date:	
	27262	PW/Pyro Chem System Semi-Annual Maint Svc	128.45
		Check Total:	128.45
		Vendor Total:	128.45
3566	BlueLine Rental		
Check No:	0	Check Date:	
	32566650003	PW/Rodeo Grounds-200 Gal Water Truck	100.00
		Check Total:	100.00
		Vendor Total:	100.00
3674	Secure On-Site Shredding		
Check No:	0	Check Date:	
	2775019	Swr/300421002/115 S Robinson/Shredding	150.00
	2775020	Swr/300421004/750 Enterprise/Shredding	35.00
		Check Total:	185.00
		Vendor Total:	185.00
3730	Tractor Supply Credit Plan		
Check No:	0	Check Date:	
	014191	Wtr/3T Suv Floor Jack	75.24
	014541	Wtr/5/16 in Combination Wrench	13.96
	026282	PW/36 in Barrel Fan Belt Drive	214.99
		Check Total:	304.19
		Vendor Total:	304.19
3763	CopWare Inc		
Check No:	0	Check Date:	
	83483	PD/CA Peace Off Sourcebook/2017 CA Codes/L	615.00
		Check Total:	615.00
		Vendor Total:	615.00

Vendor	Invoice No	Line Description	Check Amount
3807	Diamond Technologies		
Check No:	0	Check Date:	
	17293	IT/Backup Centric Monthly Agreement	2,009.20
		Check Total:	2,009.20
		Vendor Total:	2,009.20
3848	O'Reilly Automotive Inc		
Check No:	0	Check Date:	
	4447-17519	Wtr/Wiper Blades/Vent Stick/Glass Cleaner/3 Pk	38.02
	4447-17519-A	Swr/Wiper Blades/Vent Stick/Glass Cleaner/3 Pk	38.01
	4447-176462	PW/Fog Capsul	16.06
	4447-178335	Strts/Floor Dry-Oil Spill N Mill & H St	45.11
	4447-178539	PW/Fog Capsuls	14.58
	SC02628306	Wtr/Late Prnt Fee	1.61
		Check Total:	153.39
		Vendor Total:	153.39
3855	Central Valley Occupational Med Grp		
Check No:	0	Check Date:	
	5717-24	PW/Preplacement Exam/Drug Screen/Rehab FC	53.40
	5717-24-A	Wtr/Preplacement Exam/Drug Screen/Rehab FC	53.40
	5717-24-B	Swr/Preplacement Exam/Drug Screen/Rehab FC	35.60
	5717-24-C	Air/Preplacement Exam/Drug Screen/Rehab FCI	35.60
	5717-25	Swr/DOT A Gamble	72.00
		Check Total:	250.00
		Vendor Total:	250.00
3903	South Street Digital Inc		
Check No:	0	Check Date:	
	10527	ED/Talk It Up Monthly Brief - April	25.00
	10543	GG/Certificates and Folders/Design	280.09
		Check Total:	305.09
		Vendor Total:	305.09
3948	Bakersfield Truck Center		
Check No:	0	Check Date:	
	F004730530:01	Strts/Chamber 3030LR225R 1/2 TR	107.31
		Check Total:	107.31
		Vendor Total:	107.31
3953	skOO'kum h2o monitoring		
Check No:	0	Check Date:	
	16-565	Wtr/Backflow Testing for COT Owned Backflow	275.00
		Check Total:	275.00
		Vendor Total:	275.00
3956	Universal Electronic Alarms Inc		
Check No:	0	Check Date:	
	TRN-CA15851	BeeKay Theatre/Qtly Monitoring of Fire Alarm !	81.00
		Check Total:	81.00

Vendor	Invoice No	Line Description	Check Amount
		Vendor Total:	81.00
3958	St. Malachy Parish		
Check No:	0	Check Date:	
	842016	Special Event Deposit Refund/#16-13 Picnic	200.00
		Check Total:	200.00
		Vendor Total:	200.00
4011	Babcock Laboratories, Inc.		
Check No:	0	Check Date:	
	BG61711-8827M	Swr/Effluent-Influent/Water Analysis	344.00
	BG625268827	Swr/Effluent-Influent/Water Analysis	344.00
		Check Total:	688.00
		Vendor Total:	688.00
4033	Pomegraphics		
Check No:	0	Check Date:	
	2	ED/Freedom Plaza/TM Beer&Wine Fest/Cheers	500.00
		Check Total:	500.00
		Vendor Total:	500.00
		Report Total:	111,769.21

Accounts Payable

Checks by Date - Detail By Vendor Number

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CITY OF
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 CALIFORNIA

Vendor	Invoice No	Line Description	Check Amount
0061	BSK Associates		
Check No:	0	Check Date:	
	0076721	Tehachapi Blvd Phase III RPSTPL/Mar 1-30 201	180.00
	0077224	E Tehachapi Signal 7 Street Improve/May 1-31 2	4,852.50
	0077491	WWTP Recycled Water Pump Station	160.00
	0077492	Freedom Plaza Construction Testing	190.00
	0077493	E Tehachapi Signalization & Street Improve/Jun	7,691.00
	0077494	Tehachapi Blvd Rehab Phase III/Jun 1-30 2016	5,837.50
		Check Total:	18,911.00
		Vendor Total:	18,911.00
0212	Interstate Sales		
Check No:	0	Check Date:	
	13156	Strts/Paper R32P Temp No Pk Dt/Tm	408.50
		Check Total:	408.50
		Vendor Total:	408.50
0260	Liebert Cassidy Whitmore		
Check No:	0	Check Date:	
	1424201	PD/Professional Services Rendered Thru 6/30/16	5,043.50
	1424202	PD/Litigation-Professional Services Rendered Tl	390.00
		Check Total:	5,433.50
		Vendor Total:	5,433.50
0263	Lebeau Thelen LLP		
Check No:	0	Check Date:	
	43	PD/Pitchess Motions	595.95
	61	Walmart CEQA Litigation	4,756.50
	9	PD/Tehachapi Police Foundation	1,418.30
		Check Total:	6,770.75
		Vendor Total:	6,770.75
0372	Southern California Edison		
Check No:	0	Check Date:	
	240473	Valley Blvd s/s Mill to Mulberry/Street Light Re	7,081.18
		Check Total:	7,081.18
		Vendor Total:	7,081.18
0431	Tehachapi News		
Check No:	0	Check Date:	
	2654880	DSD/Notice of Preparation #14151198/Pilot-Fly	163.75
	2654880-A	PW/Fleet Coordinator #14160217/Jun 15-21 201	114.00

Vendor	Invoice No	Line Description	Check Amount
	2654880-B	PW/Fleet Coordinator #14160217/Jun 22-29 201	114.00
	2654880-C	PD/Police Tech Advertisement #14161525	114.00
	2654880-D	PD/Police Tech Advertisement #14161525	114.00
		Check Total:	619.75
		Vendor Total:	619.75
0450	USA Bluebook		
Check No:	0	Check Date:	
	957442	Swr/Siphon Drum Pumps	65.55
		Check Total:	65.55
		Vendor Total:	65.55
0543	BSE Rents		
Check No:	0	Check Date:	
	96151	PW/Trimmer Loop Handle/Out 6-29 In 7-5 2016	982.42
		Check Total:	982.42
		Vendor Total:	982.42
0972	The Tire Store		
Check No:	0	Check Date:	
	90656	PD/Dismount-Mount-Balance	15.00
		Check Total:	15.00
		Vendor Total:	15.00
1005	Quad Knopf Inc.		
Check No:	0	Check Date:	
	85229	East Tehachapi Traffic Signal-Street Improve Pr	17,437.70
	85246	Valley Blvd Bikeway Facility Proj Phase II/Jun 5	281.07
		Check Total:	17,718.77
		Vendor Total:	17,718.77
1032	Jack Davenport Sweeping Services Inc		
Check No:	0	Check Date:	
	115463	Strts/One Time Only Sweeping 6/29/2016/Park \	1,240.00
		Check Total:	1,240.00
		Vendor Total:	1,240.00
1286	M&M's Sports Uniforms & Embroider		
Check No:	0	Check Date:	
	36695	ED/Ladies Cotton Polo/Artwork/Design	65.53
	36743	PD/Flex Hats/Artwork/Design/Patches	642.85
	36745	DSD/Plastic Engraving Plate-Trevor Hawkes	15.48
		Check Total:	723.86
		Vendor Total:	723.86
1724	Banks Pest Control Inc.		
Check No:	0	Check Date:	
	495596	DSD/Bi-Monthly Svc/129 East F St/May 2016	72.00
		Check Total:	72.00

Vendor	Invoice No	Line Description	Check Amount
		Vendor Total:	72.00
1729	Alpha Landscape Maintenance		
Check No:	0	Check Date:	
	12683	City Office	50.00
	12683-A	Market Place	25.00
	12683-B	Union Pacific	85.00
	12683-C	Mill Street	400.00
	12683-D	Capital Hillis	270.00
	12683-E	South Curry	227.00
	12683-F	Street Trees	11.00
	12683-G	Dennison Street	720.00
	12683-H	Pioneer Park	553.00
	12683-I	Downtown Planters	82.00
	12683-J	Railroad Park	505.00
	12683-K	Parking Lot Wall	28.00
	12683-L	Senior Center	105.00
	12683-M	Railroad Depot	128.00
	12683-N	Tehachapi Blvd Phase 4	35.00
	12683-O	Robinson St Parking Lot	25.00
	12683-P	Police Dept	35.00
	12683-Q	Voyager Street Trees	10.00
	12683-R	Centennial Plaza	40.00
	12683-S	Heritage Oaks	860.00
	12683-T	Clear View Estates	321.00
	12683-U	Autumn Hills	1,235.00
	12683-V	Alta Homes	7,790.00
	12683-W	Orchard Glen	3,632.00
	12683-X	Mill St. Cottages	25.00
	12683-Y	Red Barn	95.00
		Check Total:	17,292.00
		Vendor Total:	17,292.00
1801	HD Supply Waterworks LTD		
Check No:	0	Check Date:	
	F729300	Wtr/15/16 Drill C-Res D&E-5-MC/1-7/8 Drill C	817.45
		Check Total:	817.45
		Vendor Total:	817.45
1912	Bakersfield Well & Pump Company		
Check No:	0	Check Date:	
	15804	Wtr/125 HP Pump-Snyder Well Intertie Proj Wel	154,543.50
		Check Total:	154,543.50
		Vendor Total:	154,543.50
1947	Tehachapi Lawn and Garden Equipme		
Check No:	0	Check Date:	
	13760	Air/Husky Trimmer/Repair & Tune Up	148.66
	5232016	Air/Gatorline .105	18.26
		Check Total:	166.92
		Vendor Total:	166.92
2053	Burch Construction Inc.		

Vendor	Invoice No	Line Description	Check Amount
Check No:	0	Check Date:	
	113081	Strts/Topein C Application-Various Streets & Pa	29,200.00
		Check Total:	29,200.00
		Vendor Total:	29,200.00
2111	Swift Napa Auto Parts		
Check No:	0	Check Date:	
	869833	PD/TE-19 Ford Battery	148.34
		Check Total:	148.34
		Vendor Total:	148.34
2134	Ferguson Enterprises Inc #1350		
Check No:	0	Check Date:	
	1189857	Strts/1900 Frm Only/1900 Cvr Only Storm Swr	548.92
		Check Total:	548.92
		Vendor Total:	548.92
2200	Argo Chemical		
Check No:	0	Check Date:	
	1606097	Wtr/Argo Chlor Sol 12.5% NSF Lot #WHY1202	1,141.68
		Check Total:	1,141.68
		Vendor Total:	1,141.68
2963	AT&T		
Check No:	0	Check Date:	
	8265770	PD/Circuit PD to Old Town/9391055312/Jun 1-3	0.01
	8281759	Air/DSL Fax/9391006711/Jun 2-Jul 1 2016	54.30
	8281760	Swr/Telemetry System/9391006714/Jun 2-Jul 1 :	19.18
	8296566	PD/Phone Service/9391040069/Jun 6-Jul 5 2016	416.60
	8296935	PD/Long Distance/9391009314/Jun 6-Jul 5 2016	323.40
		Check Total:	813.49
		Vendor Total:	813.49
2994	Richards Watson & Gershon		
Check No:	0	Check Date:	
	207789	Air/Professional Services Rendered Thru Jun 30	530.42
		Check Total:	530.42
		Vendor Total:	530.42
3066	AECOM Technical Services Inc.		
Check No:	0	Check Date:	
	37771534	Tucker Rd Rehab	3,928.75
	37771534-1	Tucker Rd Rehab	1,375.00
	37771539	Tehachapi Blvd Bike Lane Phase I	8,933.50
		Check Total:	14,237.25
		Vendor Total:	14,237.25
3093	Kern County Animal Services		
Check No:	0	Check Date:	
	712016	GG/Qly Billing Apr-Jun 2016/Per Agreement 06	8,750.00

Vendor	Invoice No	Line Description	Check Amount
		Check Total:	8,750.00
		Vendor Total:	8,750.00
3097	Code 3 Uniforms		
Check No:	0	Check Date:	
	9807	PD/Duty Jacket-Add Patches	235.74
	9808	PD/Men's Shirt Add Patches	71.26
		Check Total:	307.00
		Vendor Total:	307.00
3281	Statewide Traffic Safety & Signs Inc.		
Check No:	0	Check Date:	
	12003399	Strts/13Ft 4.5" Alum Pole Kit	612.76
	12003456	Strts/Single Arrow Rolled Alum	216.06
		Check Total:	828.82
		Vendor Total:	828.82
3370	County of Kern- Information Technol		
Check No:	0	Check Date:	
	5520	PD/CJIS Access License Fee/April-May-June 20	840.00
		Check Total:	840.00
		Vendor Total:	840.00
3550	Granite Construction Company		
Check No:	0	Check Date:	
	4	Wtr/3/4 Pickup/Arsenal 310 Cab/5 hrs Labor/7 T	704.08
	5	Wtr/3/4 Pickup/9 hrs Labor/Concrete	936.77
		Check Total:	1,640.85
		Vendor Total:	1,640.85
3561	Lisa Wise Consulting Inc.		
Check No:	0	Check Date:	
	2228	Oak Tree Village/Jun 1-30 2016	21,289.25
		Check Total:	21,289.25
		Vendor Total:	21,289.25
3566	BlueLine Rental		
Check No:	0	Check Date:	
	325666500002	PW/2000 Gal Water Truck/Rodeo Grounds	2,716.21
		Check Total:	2,716.21
		Vendor Total:	2,716.21
3568	Provost & Pritchard		
Check No:	0	Check Date:	
	58847	H Street Sidewalk Improve Proj/Jun 1-30 2016	3,500.00
		Check Total:	3,500.00
		Vendor Total:	3,500.00
3668	PR Diamond Products Inc.		

Vendor	Invoice No	Line Description	Check Amount
Check No:	0	Check Date:	
	0041615-IN	Const/Patterned Diamond Segmented Cured Cor	332.18
	0041615-IN-A	Use Tax: 7.5 % of \$309.00	-23.18
		Check Total:	309.00
		Vendor Total:	309.00
3835	Kern Water Bank Authority		
Check No:	0	Check Date:	
	IRWM 2016-01	Snyder Well Intertie/Grant Admin Reimburseme	377.26
		Check Total:	377.26
		Vendor Total:	377.26
3848	O'Reilly Automotive Inc		
Check No:	0	Check Date:	
	4447174168	Wtr/8-2.5 Gal Blue Def	107.50
		Check Total:	107.50
		Vendor Total:	107.50
3855	Central Valley Occupational Med Grp		
Check No:	0	Check Date:	
	5717-23	PW/Preplacement Exam-Labor/J Pinedo	26.40
	5717-23-A	Wtr/Preplacement Exam-Labor/J Pinedo	26.40
	5717-23-B	Swr/Preplacement Exam-Labor/J Pinedo	17.60
	5717-23-C	Air/Preplacement Exam-Labor/J Pinedo	17.60
	5717-23-D	GG/Preplacement Exam-Clerical/C Campos	88.00
		Check Total:	176.00
		Vendor Total:	176.00
3925	Cal Prime Inc		
Check No:	0	Check Date:	
	R14014-4	HSPI-E Tehachapi Traffic Sig & St Improve Proj	384,417.16
	W13016-6	Snyder Well Intertie Proj #6/Jun 1-30 2016	14,543.32
	Z14004-7	Freedom Plaza Project #7/Jun 1-30 2016	42,885.87
		Check Total:	441,846.35
		Vendor Total:	441,846.35
3969	Michael K Nunley & Assoc Inc		
Check No:	0	Check Date:	
	2342	Recycled Water Pump Station	143.75
	2343	Title 22 Motocross	1,495.00
	2411	Freedom Plaza Project/Thru June 30 2016	333.75
	2412	Recycled Water Pump Station/Thru June 30 2016	660.00
		Check Total:	2,632.50
		Vendor Total:	2,632.50
3991	Brown and Fowler Construction		
Check No:	0	Check Date:	
	4	WWTP Recycled Water Pump Station Proj/Jun 1	220,505.69
		Check Total:	220,505.69

Vendor	Invoice No	Line Description	Check Amount
		Vendor Total:	220,505.69
4000	Big Jims		
Check No:	0	Check Date:	
	1172	PW/Shindawa Weed Eater Repair/Replaced Plug	186.99
		Check Total:	186.99
		Vendor Total:	186.99
4030	MNS Engineers Inc		
Check No:	0	Check Date:	
	67192	Rail Corridor-Pedestrian Safety Improvement/Ju	1,205.46
		Check Total:	1,205.46
		Vendor Total:	1,205.46
4031	LT Directional Boring		
Check No:	0	Check Date:	
	16-0058	Wir/Bore Crew/Drilled 80ft & Pulled Back 2" H	3,200.00
		Check Total:	3,200.00
		Vendor Total:	3,200.00
4032	Secure View LLC		
Check No:	0	Check Date:	
	201506CF1	PD/Secure View Window Cover-Bracing System	2,973.21
		Check Total:	2,973.21
		Vendor Total:	2,973.21
		Report Total:	992,874.34

Accounts Payable
Computer Check Register

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Check	Vendor No	Vendor Name	Date	Invoice No	Amount
45273	0017	American Business Machines	7/14/2016	272869	8.00
Check 45273 Total:					8.00
45274	2874	Department of Justice Accoun	7/14/2016	177254	458.00
Check 45274 Total:					458.00
Report Total:					466.00

Accounts Payable
Computer Check Register

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 Bank Account: AP



Check	Vendor No	Vendor Name	Date	Invoice No	Amount
45275	1851	AT&T	7/14/2016	712016	18.81
Check 45275 Total:					18.81
45276	3807	Diamond Technologies	7/14/2016	17218	3,212.31
				17220	107.00
				17201	3,184.37
				17222	1,188.00
				17163	25,000.00
Check 45276 Total:					32,691.68
45277	1070	Kern County Environmental F	7/14/2016	IN0388013	636.00
Check 45277 Total:					636.00
45278	3824	Global Corporate Trust Servic	7/14/2016	62148	29,605.29
				62148-A	29,605.29
				62148-C	1,783.45
				62148-D	4,280.28
				62148-B	-29,605.29
				62148-E	9,738.13
				62148-F	586.63
				62148-G	1,407.92
				62148-H	1,820.20
				62148-I	109.65
				62148-J	263.16
Check 45278 Total:					49,594.71
Report Total:					82,941.20

Accounts Payable
Computer Check Register

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Check	Vendor No	Vendor Name	Date	Invoice No	Amount
45361	4024	Tehachapi Mountain Trails As	7/20/2016	7182016	1,000.00
Check 45361 Total:					1,000.00
45362	4026	Tehachapi Warrior Boosters -	7/20/2016	7192016	250.00
Check 45362 Total:					250.00
45363	4025	Tehachapi Warrior Boosters-F	7/20/2016	7192016	300.00
Check 45363 Total:					300.00
Report Total:					1,550.00

Accounts Payable
Computer Check Register

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Check	Vendor No	Vendor Name	Date	Invoice No	Amount
45364	3977	ARCOR INC	7/20/2016	2659	58,411.00
Check 45364 Total:					58,411.00
Report Total:					58,411.00

Accounts Payable
Computer Check Register



CITY OF
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Batch: 10924.07.2016
Bank Account: AP

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
45365	2963	AT&T	7/25/2016	8312580	260.63
				8296736	523.48
				8296735	114.17
				8296737	94.98
				8296738	53.78
				8296739	19.16
				8296740	69.53
				8296741	19.18
				8296742	36.53
				8296743	19.18
				8296744	19.18
		Check 45365 Total:			1,229.80
45366	0543	BSE Rents	7/25/2016	74705	995.93
		Check 45366 Total:			995.93
45367	3925	Cal Prime Inc	7/25/2016	R14014-3	378,172.70
		Check 45367 Total:			378,172.70
45368	0565	CWEA	7/25/2016	V0565	334.00
		Check 45368 Total:			334.00
45369	4022	Nancy Longcrier	7/25/2016	6302016	102.28
		Check 45369 Total:			102.28
45370	4023	Silver & Wright LLP	7/25/2016	21021	3,932.76
		Check 45370 Total:			3,932.76
45371	0433	Tehachapi Recycling	7/25/2016	522016	14,820.60
		Check 45371 Total:			14,820.60
45372	0434	Tehachapi Sanitation	7/25/2016	512016	70,520.47
				532016	14,372.39
		Check 45372 Total:			84,892.86

Accounts Payable
Computer Check Register

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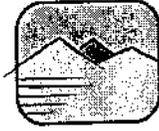


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 CALIFORNIA

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
45437	3120	Petty Cash c/o Matthew Murp	8/2/2016	A-56808	23.65
				B-7697	8.59
				C-7647	42.98
				D-032702	26.99
				E-54908	5.38
				F-4116	20.00
				G-3821	13.76
				H-864886	30.00
				I-1315	6.98
				J-61266	2.15
				K-9013471	21.18
				L-1535123	21.00
				Check 45437 Total:	
45438	3622	Van Lant & Fankhanel LLP	8/2/2016	812016	14,000.00
				Check 45438 Total:	
Report Total:					14,222.66

Accounts Payable
Computer Check Register

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 Bank Account: AP



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Check	Vendor No	Vendor Name	Date	Invoice No	Amount
45439	0373	Thomas F. Schroeter Attorney	8/2/2016		
				7262016	1,007.50
				7262016-A	58.50
				7262016-B	-299.61
				7262016-C	3,347.50
					<hr/>
				Check 45439 Total:	4,113.89
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				Report Total:	4,113.89
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Accounts Payable
Computer Check Register



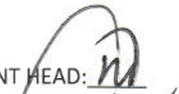
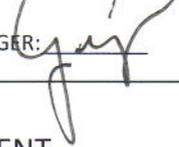
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CALIFORNIA

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Printed: 08/04/2016 - 1:03PM
Batch: 10904.08.2016
Bank Account: AP

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
45440	UB*01686	Pamella & Gregory Alvarez	8/4/2016		170.00
		Check 45440 Total:			170.00
45441	0404	State Controller's Office	8/4/2016	842016	100.00
		Check 45441 Total:			100.00
45442	1869	State Water Resources Contro	8/4/2016	832016	350.00
		Check 45442 Total:			350.00
		Report Total:			620.00



COUNCIL REPORTS

APPROVED	
DEPARTMENT HEAD:	
CITY MANAGER:	

MEETING DATE: AUGUST 15, 2016 AGENDA SECTION: ECONOMIC DEVELOPMENT

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: MICHELLE VANCE, ECONOMIC DEVELOPMENT COORDINATOR

DATE: August 3, 2016

SUBJECT: TEHACHAPI GRANFONDO CYCLING EVENT SUPPORT

BACKGROUND

Attached to this report is an agreement between the City of Tehachapi and SamBarn Promotions for logistical support at the Tehachapi GranFondo. SamBarn Promotions will provide assistance with marking the 100 mile GranFondo route, day of event cyclist support and announcing during the event. Payment for this assistance will be in the amount of \$2500.00.

FISCAL IMPACT

The cost to hire SamBarn Promotions is \$2,500. These costs will be paid for from the existing Tehachapi GranFondo budget. As of 8/3/16 we have collected \$43,500 in sponsorship and \$48,400 in registrations. The budget to produce the event is estimated at \$91,900 and we anticipate more registration revenue in the coming months.

RECOMMENDATION

APPROVE THE AGREEMENT BETWEEN SAMBARN PROMOTIONS AND THE CITY OF TEHACHAPI FOR LOGISTICAL AND PLANNING SUPPORT FOR THE TEHACHAPI GRANFONDO IN THE AMOUNT OF \$2,500.

AGREEMENT

THIS AGREEMENT (the "Agreement") made this _____ day of _____, 2016, by and between the CITY OF TEHACHAPI (the "City") and KEITH BARNDEN, dba SAMBARN PROMOTIONS, a California General Partnership (the "Consultant"),

WITNESSETH:

WHEREAS, City is sponsoring the Tehachapi GranFondo (the "GranFondo") and wishes to contract with Consultant to provide logistical and route support (the "Services") 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 pursuant to the terms and conditions of this Agreement from September 15, 2016 through September 18, 2016 from 7:00 a.m. to 9:30 p.m. each day.
3. Consultant shall perform the Services for a total fee of \$2,500.00 which shall be payable upon conclusion of the GranFondo.
4. The term of this Agreement shall be from September 15, 2016 through September 18, 2016 subject to earlier termination as hereinafter provided.
5. Consultant shall indemnify, defend and hold harmless City and its officers, Councilpersons, Commissioners, employees, and agents from any and all claims, liabilities, expenses, and damages, including attorney's fees, for injury to or death of any person, and for damage to any property, arising out of or in any way connected with an act or omission by or on behalf of Consultant.

6. 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 \$1 million per occurrence and automobile liability for owned, hired, and non-owned vehicles;

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

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

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

8. Either party may terminate this Agreement at any time by giving the other party 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. Provided, however, if the value of the Services rendered through the date of termination is less than the initial payment or the Second Payment after same have been made, then Consultant shall return the excess to City within ten (10) days of City's request for same.

9. 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 if sent by electronic mail ("email") or when deposited in the United States mail, postage prepaid, first class, faxed, emailed or addressed as follows: If to City, City Manager, 115 South Robinson Street, Tehachapi, California 93561, Email - ggarrett@tehachapicityhall.com; or if to Consultant, Keith Barnden, 2230 Cedar Street, Bakersfield, California 93301, Email – kbarnden@yahoo.com. Any party may change its address by giving notice to the other party in the manner herein described.

10. All reports, information, data and exhibits and other documentation prepared by Consultant whether or not copyrighted shall be the property of the City and shall be delivered to City upon demand without additional costs or expense to the City but in no event any later than upon completion of Consultant's obligations under this Agreement or its earlier termination.

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

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

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

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

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

16. 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.

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

18. 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.

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

20. 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.

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

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

SUSAN WIGGINS, Mayor of the City of
Tehachapi, California

KEITH BARNDEN, SAMBARN PROMOTIONS,
"Consultant"



COUNCIL REPORTS

APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: 

MEETING DATE: AUGUST 15, 2016 AGENDA SECTION: DEVELOPMENT SERVICES

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

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

DATE: AUGUST 9, 2016

SUBJECT: CALIFORNIA HIGH SPEED RAIL REIMBURSEMENT AGREEMENT

BACKGROUND

The California High Speed Rail Authority (HSR) has been considering an alignment for the proposed passenger rail service through the Tehachapi area for many years now. Despite shifting timeline priorities, the HSR has been actively studying the alignment and details associated with an effort of this nature. In order to facilitate the efficient execution of their work, the HSR has indicated that they will need to request assistance from the City from time-to-time. Whether it be participation in discussions, analysis of reports relevant to our area, or the production of needed records, the scope of this request is unknown at this time but potentially sizable. As such, the HSR has offered the City a reimbursable agreement to compensate the City for efforts expended by staff on the project.

FISCAL IMPACT

Some of the likely requested efforts would not be compensable without this agreement (such as records requests). Other efforts (like participation in meetings) would not be mandatory from a Staff perspective. That said, City Staff strongly believes that it is in the City's best interest to participate in these efforts for the sake of the community. As such, any reimbursement we can obtain is of value to the local taxpayer.

RECOMMENDATION

The State of California has prepared the attached agreement and it has been reviewed by the City Attorney.

APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE HIGH SPEED RAIL AUTHORITY AGREEMENT DESIGNATED HSR15-188 AND INSTRUCT STAFF TO TRACK ELIGIBLE EXPENSES AND SEEK REIMBURSEMENT AS APPROPRIATE UNDER THIS AGREEMENT.

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

Agreement Number HSR15-188
Registration Number

1. This Agreement is entered into between the State Agency and the Contractor named below:

<small>STATE AGENCY'S NAME</small>	California High-Speed Rail Authority
<small>CONTRACTOR'S NAME</small>	City of Tehachapi
2. The term of this Agreement is: July 1, 2016 or upon execution of this Agreement, whichever is later, through June 30, 2019
3. The maximum amount of this Agreement is: \$109,221.60
One Hundred Nine Thousand Two Hundred Twenty-One Dollars and Sixty Cents
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	3 pages
Exhibit B – Budget Detail and Payment Provisions	4 pages
Exhibit C – General Terms and Conditions and Contractor Certifications	3 pages
Exhibit D – Special Terms and Conditions	3 pages
Exhibit E – Supplemental Terms And Conditions For Contracts Using Federal Funds	9 pages
Attachment 1 –Budget	1 page

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
<small>CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)</small> City of Tehachapi		
<small>BY (Authorized Signature)</small> 	<small>DATE SIGNED (Do not type)</small>	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> Susan Wiggins, Mayor		
<small>ADDRESS</small> 115 South Robinson Street, Tehachapi, CA 93561		
STATE OF CALIFORNIA		
<small>AGENCY NAME</small> California High-Speed Rail Authority		
<small>BY (Authorized Signature)</small> 	<small>DATE SIGNED (Do not type)</small>	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> Scott Jarvis, Chief Engineer		
<small>ADDRESS</small> 770 L Street, Suite 620 MS 2, Sacramento, CA 95814		
		<input checked="" type="checkbox"/> Exempt per: Public Utilities Code Section 185036

**EXHIBIT A
SCOPE OF WORK**

1. BACKGROUND AND PURPOSE

- A. The California High-Speed Rail Authority (Authority) is responsible for the planning, design, construction, and operation of the first high-speed rail system in the nation (Project). The California high-speed rail system will connect the mega-regions of the State, contribute to economic development and a cleaner environment, create jobs and preserve agricultural and protected lands. By 2029, high-speed rail will run from San Francisco to the Los Angeles basin in under three hours at speeds of over 200 miles per hour. The system will eventually extend to Sacramento and San Diego, totaling 800 miles with up to 24 stations. In addition, the Authority is working with regional partners to implement a statewide rail modernization plan that will invest billions of dollars in local and regional rail lines to meet the State's 21st century transportation needs.
- B. This Agreement (Agreement) is between the Authority, an agency of the State of California, and City of Tehachapi (Contractor), a municipality of the State of California.
- C. To facilitate the construction of the high-speed rail system, the Authority requires Contractor to perform the work as described in Section 2 of this Exhibit (Work).
- D. All inquiries regarding this Agreement will be directed to the project representatives identified below:

AUTHORITY	CONTRACTOR
Contract Manager: Michelle Boehm	Project Manager: John Schlosser
Address: 700 N. Alameda Street, 3 rd Floor Los Angeles, CA 90012	Address: 117 S. Robinson Street Tehachapi, CA 93561
Phone: (213) 308-4507	Phone: (661) 822-2200
Fax:	Fax: (661) 822-8559
Email: Michelle.Boehm@hsr.ca.gov	Email: jschlosser@tehachapicityhall.com

The Contract Managers may be changed without amendment with written notification.

2. SCOPE OF WORK, TASKS, DELIVERABLES, AND SCHEDULE

- A. The Authority shall provide the Contractor a Notice to Proceed for the Work under this Agreement from the Authority's Contract Manager, a proposed alignment, segment number(s) and any other information about the Project segment(s) to assist the Contractor in the investigation of its existing facilities for conflicts with the Project's proposed alignment. The Notice to Proceed may specify work based on Tasks as outlined below.
- B. Contractor will be reimbursed for its actual, direct, and necessary expenses in its performance of the following:

**EXHIBIT A
 SCOPE OF WORK**

	Task	Description	Deliverable	Schedule
1.	Technical/Engineering Review Support	Staff time to review technical/preliminary engineering documents.	Comments on technical/preliminary engineering documents.	Through December 31, 2017
2.	Technical/Engineering Review Support	Staff time for identifying existing conflicts.	Report identifying any conflicts.	Through December 31, 2017
3.	Technical/Engineering Review Support	Staff time for coordination with the Authority and its representatives.	Participation in coordination activities.	Through December 31, 2017
4.	Agreement Development	Staff time for master agreement review.	Participation in meetings and review of draft contract and other documents.	Through December 31, 2018
5.	Agreement Development	Staff time for task order/utility agreement template review.	Participation in meetings and review of draft contract and other documents.	Through December 31, 2018
6.	Agreement Development	Staff time for right-of-way transfer agreement review.	Participation in meetings and review of draft contract and other documents.	Through December 31, 2018
7.	Agreement Development	Staff time for grade separation agreement review.	Participation in meetings and review of draft contract and other documents.	Through December 31, 2018
8.	Agreement Development	Staff time for ownership and maintenance agreement review.	Participation in meetings and review of draft contract and other documents.	Through December 31, 2018
9.	Agreement Development	Attorney time for legal review.	Legal review of documents and meeting with Authority attorneys.	Through December 31, 2018
10.	Agreement Development	Staff and attorney time for preparation of board of directors materials and reports.	Materials and reports for board of directors.	Through December 31, 2018
11.	Right-of-way Support	Staff time for property rights research.	Reports detailing property rights.	December 1, 2017 through expiration or termination of the Agreement
12.	Right-of-way Support	Staff and attorney time for abandonment, vacation, or legal transfer of right-of-way.	Abandonment, vacation, or legal transfer of right-of-way and supporting documentation.	July 1, 2018 through expiration or termination of the Agreement.

**EXHIBIT A
 SCOPE OF WORK**

	Task	Description	Deliverable	Schedule
13.	Right-of-way Support	Staff and attorney time for preparation of board of directors materials and reports.	Presentations to board of directors, if any.	July 1, 2018 through expiration or termination of the Agreement.

Contractor staff and attorney time will be reimbursed at the hourly rates set forth in Attachment 1 - Budget. Contractor acknowledges that “staff time” does not include time for subcontractors, vendors, and outside counsel. Subcontractor, vendors, and attorney time shall only be reimbursed if specifically included above and in the Budget.

- C. Additionally, Contractor will be reimbursed the actual costs incurred for (i) fringe and overhead rates, and (ii) other direct costs limited to (a) travel; (b) approved subcontractors; and (c) vendors.
- D. Contractor acknowledges the following costs shall not be reimbursed: (i) reviewing and/or providing comments on draft environmental documents (including, but not limited to, draft environmental impact statements and draft environmental impact reports); (ii) attending meetings, unless at the request of the Authority; (iii) acquisition of real property, which shall be handled through the property acquisition process; (iv) coordination for design and construction activities, which shall be handled through task orders/utility agreements; (v) preliminary and/or final designs, which shall be handled through task orders/utility agreements; (vi) construction, materials, or inspection, which shall be handled through task orders/utility agreement; and (vii) maintenance, which shall be handled through the ownership and maintenance agreement or construction and maintenance agreement, as appropriate.

3. SCHEDULE OF SERVICES

Performance of the work described in Section 2 shall commence upon receipt of Notice to Proceed. Unless terminated as provided herein, the Work shall continue until earlier of (i) completion of the Work or (ii) expiration of the term.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. FUNDING REQUIREMENTS

- A. This Agreement shall be of no further force and effect if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the Work identified in Exhibit A. In this event, the Authority shall have no liability to pay any funds whatsoever to the Contractor except for the Work already performed by the Contractor prior to notice of termination or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provision of this Agreement.
- B. After execution or commencement of this Agreement, if funding for any fiscal year is reduced or deleted by the Budget Act for purposes of the Work, the Authority shall have the option to either: 1) cancel this Agreement with no further liability occurring to the Authority; or 2) offer an Agreement amendment to the Contractor to reflect the reduced amount.
- C. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this Project. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or State Legislature that may affect the provisions, terms or funding of this Agreement in any manner. Notwithstanding the foregoing, Authority shall compensate Contractor for all Work done by Contractor prior to notice of termination.

2. COMPENSATION, INVOICING, AND PAYMENT

- A. The maximum amount of this Agreement is an estimate, and the actual amount of work requested by the Authority may be less. No payment shall be made in advance of services rendered.
- B. Contractor shall not be entitled to payment for work performed prior to receipt of Notice to Proceed from the Authority's Contract Manager. No Work shall begin before that time. Invoices shall include the Agreement Number, date prepared, and billing period, actual hours worked (by individual name and position), actual costs for salaries (by position), and fringe, overhead and other direct costs. Contractor shall not be paid for claimed costs or expenses not identified on the Attachment 1 – Budget. Subcontractors shall be reimbursed in accordance with this provision.
- C. For services satisfactorily rendered and approved by the Contract Manager and upon receipt and approval of the invoices, the Authority shall reimburse the Contractor for actual costs incurred. Contractor shall provide 1 original and 2 copies, as set forth below, of each invoice for payment. Invoices shall be submitted no more than monthly in arrears and within 30 days of when services are provided to:

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

(1 original and 1 copy)
Financial Operations Section
California High-Speed Rail Authority
770 L Street, Suite 620 MS 3
Sacramento, CA 95814

AND

(1 copy)
Michelle Boehm, Southern California Regional Director
California High-Speed Rail Authority
700 N Alameda, Room 3-532
Los Angeles, CA 90012

- D. The following certification shall be included on each invoice and signed by the authorized official of the Contractor:
- “I certify that this invoice is correct and proper for payment, and reimbursement for these costs has not and will not be received from any other sources, included but not limited to a Government Entity contract, subcontract, or other procurement method.”
- E. The Authority will accept computer generated or electronically transmitted invoices. The date of “invoice receipt” shall be the date the Authority receives the paper copy invoice.
- F. Payments shall be made to the Contractor for undisputed invoices. If the Authority disputes an invoice it shall notify the Contractor within fifteen (15) working days of receipt of the invoice and pay undisputed portions of the invoice in accordance with the Agreement. The invoice may be disputed if additional evidence is required to determine the invoice’s validity, deliverables for the billing period have not been received and approved, inaccuracies of the invoice, or does not otherwise comply with the terms of this Agreement.
- G. Positions listed in Attachment 1 - Budget may be changed without an amendment to the Agreement. A request for change must be in writing, on Contractor’s letterhead, and identify the position and rate that is added or removed. There shall be no change in the positions without written approval by the Authority’s Contract Manager.
- H. There shall be no change in the rate of position without prior written approval by the Authority’s Contract Manager. A request for change must be in writing, on Contractor’s letterhead and identify the reason for rate change.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

3. COST PRINCIPLES

Contractor's performance shall be governed by and in compliance with the following administrative and cost principles:

- A. If Contractor is a governmental entity, then Contractor shall comply with Title 49 Code of Federal Regulations, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments and OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, as amended.

If Contractor is a for-profit organization, then Contractor shall comply with Title 49 Code of Federal Regulations, Part 19, Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations (49 C.F.R. Part 19) and Title 48 Code of Federal Regulations, Federal Acquisition Regulations System, Chapter 1, Part 31 *et seq.*

If Contractor is a non-profit organization, then Contractor shall comply with 49 C.F.R. Part 19 and OMB Circular A-122, Cost Principles for Nonprofit Organizations.

- B. If Contractor is an educational institution, then Contractor shall comply with 49 C.F.R. Part 19 and OMB Circular A-21, Cost Principles for Education Institutions.
- C. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions of this clause.

The identified circulars and regulations are hereby incorporated into this Agreement by reference as if fully set out herein.

If any costs for which payment has been made to the Contractor are determined by subsequent audit to be unallowable under the applicable administrative and cost principles referenced above, then the unallowable costs are subject to repayment by the Contractor to the Authority.

4. TRAVEL

- A. The Contractor shall be reimbursed for approved travel and per diem expenses using the same rates provided to non-represented state employees. The Contractor must pay for travel in excess of these rates. The Contractor may obtain current rates at the following website:
<http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>.
- B. Travel expenses are computed from the Contractor's approved office location. Travel to the Contractor's approved office from other locations is not reimbursed under this Agreement unless specifically authorized.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

- C. The Contractor must retain documentation of travel expense in its financial records. The documentation must be listed by trip and include dates and times for departure and return.

5. CONTINGENT FEE

The Contractor certifies, by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, with the exception of bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this certification, the Authority has the right to annul this Agreement without liability, pay only for the value of the work actually performed, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

EXHIBIT C
GENERAL TERMS AND CONDITIONS AND CONTRACTOR CERTIFICATIONS

1. GENERAL TERMS AND CONDITIONS

A. APPROVAL. This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

B. AMENDMENT. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

C. ASSIGNMENT. This Agreement is not assignable by the Authority or the Contractor, either in whole or in part, without the consent of the other in the form of a formal written amendment.

D. AUDIT. Contractor agrees that the Authority, the Department of General Services, the State Auditor, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7.)

E. INDEMNIFICATION. Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with Contractor's performance of its obligations under this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

F. DISPUTES. Contractor shall continue with the responsibilities under this Agreement during any dispute.

G. TERMINATION FOR CAUSE. The Authority may terminate this Agreement should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the Authority may proceed with the work in any manner deemed proper by the Authority. All costs to the Authority shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

H. INDEPENDENT CONTRACTOR. Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C
GENERAL TERMS AND CONDITIONS AND CONTRACTOR CERTIFICATIONS

I. NON-DISCRIMINATION CLAUSE. During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

J. TIMELINESS. Time is of the essence in this Agreement.

K. GOVERNING LAW. This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

L. UNENFORCEABLE PROVISION. In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

2. CONTRACTOR CERTIFICATIONS

A. STATEMENT OF COMPLIANCE. Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103.)

B. DRUG-FREE WORKPLACE REQUIREMENTS. Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

i. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

ii. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

EXHIBIT C
GENERAL TERMS AND CONDITIONS AND CONTRACTOR CERTIFICATIONS

- 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation, and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- iii. Every employee who works on the proposed Agreement will:
- 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. EARLY TERMINATION

- A. This Agreement may be terminated at any time by mutual agreement of the parties in writing.
- B. Termination for Convenience. The Authority and the Contractor reserve the right to terminate this Agreement upon thirty (30) calendar days written notice to the other if terminated for convenience.
- C. Notice of Termination for Subcontractors, Suppliers, and Service Providers. The Contractor shall notify any subcontractor and service or supply vendor providing services under this Agreement of the early termination date of this Agreement. Failure to notify any subcontractor and service or supply vendor shall result in the Contractor being liable for the termination costs incurred by any subcontractor and service or supply vendor for work performed under this Agreement, except those specifically agreed to by the Authority in writing.
- D. Contractor Claims After Early Termination. The Contractor shall release the Authority from any and all further claims for services performed arising out of this Agreement or its early termination, upon acceptance by the Contractor of payment for costs actually incurred for work performed prior to receipt of the notice of termination and actual costs incurred as a result of termination.

2. PURCHASE OF EQUIPMENT

No equipment is approved for purchase.

3. SUBCONTRACTING

- A. Upon prior approval of the Authority, Contractor may subcontract a portion of the Work. Attachment 1 – Budget shall identify the rates for any approved subcontractor. Any substitution of a subcontractor shall be approved in writing by the Authority's Contract Manager prior to such substituted subcontractor performing work. Unless specifically noted otherwise, any subcontract in excess of \$25,000 shall contain all the applicable provisions stipulated in this Agreement.
- B. This Agreement shall not create a contractual relationship between the Authority and any approved subcontractor. A subcontract shall not relieve the Contractor of performance of its duties hereunder. Contractor shall be responsible for the any and all acts and omissions of its subcontractors and their employees.
- C. Contractor's obligation to pay its subcontractors is independent of the Authority's obligation to pay the Contractor.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

4. OWNERSHIP OF DATA

- A. Upon completion of all work under this Agreement, all intellectual property rights, ownership, and title to all reports, documents, plans, specifications, electronic documents, and estimates produced as part of this Agreement will automatically be vested in the Authority and no further agreement will be necessary to transfer ownership to the Authority. The Contractor shall furnish the Authority, at the Authority's expense, all necessary copies of data needed to complete the review and approval process.
- B. All calculations, drawings and specifications, whether in hard copy, and electronic or machine readable form, are intended for one-time use in the construction of the Project.
- C. The Contractor is not liable for claims, liabilities, or losses arising out of, or connected with the modification or misuse by the Authority of any data provided by the Contractor under this Agreement. The Contractor is not liable for claims, liabilities, or losses arising out of, or connected with, any use by the Authority of the project documentation on other projects, for additions to this Project, or for the completion of this Project by others, except for such use as may be authorized, in writing, by the Contractor.
- D. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

5. CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to the Authority's operations, which is designated confidential by the Authority, clearly labeled or otherwise clearly identified in writing as confidential, and made available to the Contractor solely in connection with this Agreement, shall be protected by the Contractor in the same manner that it protects its own confidential information of like character but with no less than a reasonable degree of care.
- B. Confidential information shall not be shared with third parties without consultation and approval from the Authority, except as may be required by applicable law, legal process or regulatory or governmental authority at which time Contract will notify the Authority of the request and disclosure.
- C. The Contractor shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this Agreement without prior review of the contents thereof by the Authority and receipt of the Authority's written permission. The parties agree this clause only pertains to work performed under this Agreement and is not intended to restrict or limit Contractor's ability to report or comment on the HSR Project.

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

- D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of the Confidentiality of Data clause.

6. PUBLIC RECORDS; CONFLICTS OF INTEREST

- A. This Agreement shall not limit nor infringe on either party's duty to comply with the California Public Records Act, Government Code Section 6250 *et seq.* ("PRA"). A party's release of records in a good faith belief that they are not exempt under the PRA shall not constitute a breach of this Agreement.
- B. The Contractor and its employees, and all its subcontractors and employees, shall comply with the Authority's Organizational Conflict of Interest Policy.
- C. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

7. STOP WORK

- A. The Authority's Contract Manager may, at any time, by written notice to the Contractor require the Contractor to stop all or any part of the work tasks in this Agreement.
- B. Upon receipt of such stop work order, the Contractor shall immediately take all necessary steps to comply therewith and to minimize the incurrence of costs allocable to work stopped.
- C. The Contractor shall resume the stopped work only upon receipt of written instruction from the Authority's Contract Manager canceling the stop work order. An equitable adjustment shall be made by the Authority based upon a written request by the Contractor for an equitable adjustment. Such adjustment request must be made by the Contractor within thirty (30) days from the date of receipt of the stop work notice.

8. SETTLEMENT OF DISPUTES

The parties agree to use their best efforts to resolve disputes concerning a question of fact arising under this Agreement in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

9. HEADINGS

The headings appearing in this contract have been inserted for the purpose of convenience and ready reference and do not define, limit, or extend the scope or intent of the clauses.

10. WAIVER

Failure to enforce any provision of this Agreement shall not operate as a waiver of that or any other provision or any subsequent breach of this Agreement.

EXHIBIT E
SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS

All terms in Exhibit E must be included in all subcontracts and lower-tier subcontracts regardless of amount expended, unless otherwise noted.

1. FEDERAL REQUIREMENTS

The Contractor understands that the Authority has received Federal funding from the Federal Rail Administration (FRA) for the Project and acknowledges that it is required to comply with all applicable federal laws, regulations, policies, and related administrative practices, whether or not they are specifically referenced herein. The Contractor acknowledges that federal laws, regulations, policies, and related administrative practices may change and that such changed requirements will apply to the Project. The Contractor shall ensure compliance by its subcontractors and include appropriate flow down provisions in each of its lower-tier subcontracts as required by applicable federal laws, regulations, policies and related administrative practices, whether or not specifically referenced herein.

Notwithstanding anything to the contrary contained in this Agreement, all FRA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests, which would cause the Authority to be in violation of FRA requirements.

2. COMPLIANCE WITH FEDERAL REQUIREMENTS

The Contractor's failure to comply with Federal Requirements shall constitute a breach of this Agreement.

3. FEDERAL LOBBYING ACTIVITIES CERTIFICATION

The Contractor certifies, to the best of its knowledge and belief, that:

- A. No state or federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a member of the Legislature or Congress in connection with the awarding of any State or Federal agreement, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal agreement, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal Agreement, grant, loan, or cooperative agreement, the

EXHIBIT E
SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS

Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- C. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- D. The Contractor shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such subcontractors shall certify and disclose accordingly.

4. DEBARMENT AND SUSPENSION

This Agreement is a covered transaction for purposes of 2 C.F.R. 1200. As such, the Contractor is required to comply with applicable provisions of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopt and supplement the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 C.F.R. Part 180.

To the extent required by the aforementioned U.S. DOT regulations and U.S. OMB guidance, the Contractor must verify that each subcontractor is not excluded or disqualified in accordance with said regulations by reviewing the "Excluded Parties Listing System" at <http://www.sam.gov/portal/public/SAM/>. The Contractor shall obtain appropriate certifications from each such subcontractor and provide such certifications to the Authority.

The Contractor's signature affixed herein shall also constitute a certification under penalty of perjury under the laws of the State of California that the Contractor or any person associated therewith in the capacity of owner, partner, director, officer, or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. Have not had one or more public transactions (federal, state, and local) terminated within the preceding three (3) years for cause or default;
3. Has not been convicted within the preceding three (3) years of any of the offenses listed in Title 2 Code of Federal Regulations Section 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period; and

EXHIBIT E
SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS

4. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses listed in Title 2 Code of Federal Regulations Section 180.800.

Should the Contractor or any subcontractor become excluded or disqualified as defined in this section during the life of the Agreement, the Contractor shall immediately inform the Authority of this exclusion or disqualification. The Contractor shall include a term or condition in the contract documents for each lower-tier covered transaction, assuring that, to the extent required by the U.S. DOT regulations and U.S. OMB guidance, each subcontractor will review the "Excluded Parties Listing System," will obtain certifications from lower-tier subcontractors, and will include a similar term or condition in each of its lower-tier covered transactions.

5. SITE VISITS

The Contractor acknowledges that FRA, through its authorized representatives, has the right, at all reasonable times, to make site visits to review Project accomplishments and for other reasons. If any site visit is made by FRA on the premises of the Contractor or any of its subcontractors under this Agreement, the Contractor shall provide and shall require its subcontractors to provide, all reasonable facilities and assistance for the safety and convenience of FRA representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay work being conducted by the Contractor or subcontractor.

6. SAFETY OVERSIGHT

To the extent applicable, the Contractor shall comply with any Federal regulations, laws, or policies and other guidance that FRA or U.S. DOT may issue pertaining to safety oversight in general, and in the performance of this Agreement, in particular.

7. ENVIRONMENTAL PROTECTION

The Contractor and any subcontractor under this Agreement shall comply with all applicable environmental requirements and regulations, including any amendments, as follows:

- A. **Clean Air.** The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor shall report each violation to the Authority, and acknowledges that the Authority shall, in turn, report each violation as required to assure notification to the FRA and the appropriate Environmental Protection Agency Regional Office.
- B. **Clean Water.** The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Contractor shall report each violation to the Authority, and acknowledges that the Authority

EXHIBIT E
SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS

shall, in turn, report each violation as required to assure notification to the FRA and the appropriate EPA Regional Office.

- C. **Energy Conservation.** The Contractor will comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6421 *et seq.*)
- D. **Agreement Not To Use Violating Facilities.** The Contractor will not to use any facility to perform work hereunder that is listed on the List of Violating Facilities maintained by the EPA. The Contractor shall promptly notify the Authority if the Contractor or any subcontractor receives any communication from the EPA indicating that any facility which will be used to perform work pursuant to this Agreement is under consideration to be listed on the EPA's List of Violating Facilities; provided, however, that the Contractor's duty of notification hereunder shall extend only to those communications of which it is aware, or should reasonably have been aware.
- E. **Environmental Protection.** The Contractor shall comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 *et seq.*
- F. **Incorporation of Provisions.** The Contractor shall include the above provisions (A) through (F) in every subcontract hereunder exceeding \$50,000 financed in whole or in part with federal assistance provided by the FRA.

8. CIVIL RIGHTS

The following requirements apply to this Agreement:

- A. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d; Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102; Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132; and 49 U.S.C. § 306, the Contractor will not discriminate against any individual because of race, color, religion, national origin, sex, age or disability in any activities leading up to or in performance of this Agreement. In addition, the Contractor will comply with applicable federal implementing regulations and other implementing requirements that FRA may issue.
- B. **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this Agreement:
 - i. **Race, Color, Religion, National Origin, Sex:** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the Contractor will comply with all applicable equal opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," including 41 C.F.R 60 *et seq.* (which implements Executive Order No. 11246, "Equal

EXHIBIT E
SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS

Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, or age. Such action shall include the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor will comply with any implementing requirements FRA may issue.

- ii. Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623, the Contractor will refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor will comply with any implementing requirements FRA may issue.
- iii. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R Part 1630, pertaining to employment of persons with disabilities. Further, in accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Contractor will comply with the requirements of U.S. Department of Transportation, “Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. Part 27, pertaining to persons with disabilities. In addition, the Contractor will comply with any implementing requirements FRA may issue.

The Contractor will not to discriminate on the basis of drug abuse, in accordance with the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, alcohol abuse, in accordance with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, and to comply with Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records. In addition, the Contractor will comply with applicable federal implementing regulations and other implementing requirements that FRA may issue.

The Contractor also will include these requirements in each subcontract financed in whole or in part with federal assistance provided by FRA, modified only if necessary to identify the affected parties.

EXHIBIT E
SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS

9. ARRA FUNDED PROJECT

Funding for this Agreement has been provided through the America Recovery and Reinvestment Act (ARRA) of 2009, Pub. L. 111-5. All Contractors, including both prime and subcontractors, are subject to audit by appropriate federal or State of California (State) entities. The State has the right to cancel, terminate, or suspend the Agreement if any Contractor or subcontractor fails to comply with the reporting and operational requirements contained herein.

10. ENFORCEABILITY

If the Contractor or one of its subcontractors fails to comply with all applicable federal and State requirements governing the use of ARRA funds, the State may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds allowing an audit. This provision is in addition to all other remedies available to the State under all applicable State and federal laws.

11. PROHIBITION ON USE OF ARRA FUNDS

Contractor will in accordance with ARRA Section 1604 that none of the funds made available under this Agreement may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

12. ACCESS AND INSPECTION OF RECORDS

- A. In accordance with ARRA Sections 902, 1514, and 1515, the Contractor shall permit the State of California, the United States Comptroller General, the United States Department of Transportation Secretary, or their representatives or the appropriate Inspector General appointed under Section 3 or 8G of the United States Inspector General Act of 1978 or his representative to:
- i. Access and reproduce any books, documents, papers, and records of the Contractor that directly pertain to, and involve transactions relating to, this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions; and
 - ii. Interview any officer or employee of the Contractor or any of its subcontractors regarding the activities funded with funds appropriated or otherwise made available by ARRA.
- B. Pursuant to Title 49 Code of Federal Regulation Section 18.26(i)(11), Title 49 Code of Federal Regulations Section 19.26, or OMB Circular A-133 Compliance Supplement, (whichever applicable), the Contractor will maintain all books, records, accounts, and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case the Contractor will maintain same until the Authority, the FRA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. The Contractor

EXHIBIT E
SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS

shall notify the Authority not less than six (6) months prior to disposal of any books, records, accounts, and reports required under this Agreement.

- C. The Contractor will comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, Title 5 United States Code Section 552(a).

The Contractor shall include this provision in all lower-tier subcontracts.

13. WHISTLEBLOWER PROTECTION

Contractor and its subcontractors shall comply with Section 1553 of the ARRA, which prohibits all non-federal contractors, including the state, and all contractors of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of:

- A. Gross mismanagement of a contract relating to ARRA funds;
- B. Gross waste of ARRA funds;
- C. A substantial and specific danger to the public health or safety related to the implementation or use of ARRA funds;
- D. An abuse of authority related to implementation or use of ARRA funds; or
- E. A violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contractor) awarded or issued relating to ARRA funds.

Contractor and its subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of Division A of the ARRA.

14. FRAUD AND FALSE CLAIMS ACT

Contractor shall promptly notify the Authority and shall refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subcontractor, or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.

The Contractor will include the above paragraphs in each subcontract financed in whole or in part with Federal assistance provided by the FRA. It is further agreed that the paragraphs shall not be modified, except to identify the subcontractor who will be subject to the provisions.

EXHIBIT E
SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS

15. REPORTING REQUIREMENTS

Contractor will, if requested by the Authority in writing, to provide the Authority with the following information:

A. The total amount of funds received by the Contractor during the time period defined in the Authority's request;

B. The amount of funds actually expended or obligated during the time period requested;

C. A detailed list of all projects or activities for which funds were expended or obligated, including:

The name of the project or activity;

- i. A description of the project activity;
- ii. An evaluation of the completion status of the project or activity; and
- iii. An estimate of the number of jobs created and/or retained by the project or activity.

D. For any contracts or subcontracts equal to or greater than \$25,000:

- i. The name of the entity receiving the contract;
- ii. The amount of the contract;
- iii. The transaction type;
- iv. The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number, if known;
- v. The location of the entity receiving the contract;
- vi. The primary location of the contract, including city, state, congressional district, and county;
- vii. The DUNS number, or name and zip code for the entity headquarters, if known;
- viii. A unique identifier of the entity receiving the contract and the parent entity of Contractor, should the entity be owned by another; and
- ix. The names and total compensation of the five most highly compensated officers of the company if received:

- 80% or more of its annual gross revenues in Federal awards;
- \$25,000,000 or more in annual gross revenue from Federal awards and;
- If the public does not have access to information about the compensation of senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 or Section 6104 of Internal Revenue Code of 1986;

E. Any other information reasonably requested by the State of California or required by state or federal law or regulation.

EXHIBIT E

SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS

Standard data elements and federal instruction for use in complying with reporting requirements under Section 1512 of the ARRA, are pending review by the federal government, and were published in the Federal Register on April 1, 2009 [74 FR 14824], and are to be provided online at www.FederalRegister.gov. The additional requirements will be added to this Agreement by amendment.

16. REPRINTS OF PUBLICATIONS

Whenever an employee of a Contractor-Related Entity writes an article regarding the Project or otherwise resulting from work under this Agreement that is published in a scientific, technical, or professional journal or publication, the Contractor shall ensure that the Authority is sent two reprints of the publication, clearly referenced with the appropriate identifying information.

An acknowledgment of FRA support and a disclaimer must appear in any publication, whether copyrighted or not, based on or developed under the Agreement, in the following terms:

“This material is based upon work supported by the Federal Railroad Administration under a grant/cooperative agreement FR-HSR-0009-10-01-05, dated December 5, 2012. Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view of the Federal Railroad Administration and/or U.S. DOT.”

17. LABOR PROVISIONS

49 U.S.C. 24405(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided through this Agreement shall be considered a “rail carrier,” as defined by 49 U.S.C. 10102(5), for the purposes of Title 49, U.S.C., and any other statute that adopts that definition or in which that definition applies, including the Railroad Retirement Act of 1974 (45 U.S.C. 231 *et seq.*), the Railway Labor Act (43 U.S.C. 151 *et seq.*), and the Railroad Unemployment Insurance Act (45 U.S.C. 351 *et seq.*) To the extent required by 49 U.S.C. 24405(b) and other laws referenced above, the Contractor shall reflect these provisions in its agreements funded in whole or in part by this Agreement with entities operating rail services over such rail infrastructure.

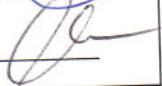
18. LABOR PROTECTIVE ARRANGEMENTS

The Contractor will comply with the applicable protective arrangements established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976 (4R Act), 45 U.S.C. 836. with respect to employees affected by actions taken in connection with the Project. The Contractor also will include the applicable protective arrangements established by the U.S. DOL under 45 U.S.C. 836 in its arrangements with entities operating rail services over rail infrastructure constructed as part of this Agreement.

COUNCIL REPORTS

APPROVED

DEPARTMENT HEAD: 

CITY MANAGER: 

MEETING DATE: AUGUST 15, 2016 AGENDA SECTION: DEVELOPMENT SERVICES

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

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

DATE: AUGUST 9, 2016

SUBJECT: TRACT 4927 – MULBERRY ESTATES; DEDICATION OF PUBLIC IMPROVEMENTS AND RELEASE OF THE NOTICE OF REJECTION PROHIBITING THE ISSUANCE OF CERTIFICATES OF OCCUPANCY

BACKGROUND:

As the Council will recall, in May of this year, City Staff briefed the Council on the activities of Tarina Homes as they relate to the completion of the public improvements from Tract Map 4927 located on Mulberry Street south of Valley Boulevard.

Tarina Homes, desiring to construct homes in this area, opted to complete construction of the public improvements without posting bonds. Over the course of the last year, the public improvements have been completed and the home builder has begun construction on several of the homes.

In May of this year, Tarina homes proceeded to sell a single home in the neighborhood before completing the public improvements in totality. The City Council allowed the issuance of a Certificate of Occupancy in that case and instructed staff to ensure the remaining improvements were completed before another certificate was issued.

COMPLETION:

Tarina Homes has completed the items requested by the City as follows:

1. Tarina Homes has notified the City Engineer in writing that the improvements required are complete.
2. The City Engineer has notified the City Council in writing that he has inspected and accepted said improvements and that they are complete.
3. A final cost accounting has been completed and any sums due for plan check and inspection fees have been paid by Tarina Homes to the City.
4. The "record drawings" have been filed with and approved by the City, sewer record drawings and monument elevation data have been submitted to and approved by the City, and Tarina Home's Engineer has submitted a certificate stating all required survey monuments have been set (attached).
5. A guarantee bond or other form of security acceptable to the City to guarantee the work for a period of one (1) year from final acceptance has been furnished.
6. A Grant Deed conveying said improvements to the City has been properly executed in recordable form and has been delivered to the City for recording (attached).

As the City Engineer, this report is provided to confirm that all of the above items have been completed. As the Council will recall from the May 2016 report, a formal Rejection of the Offer of Dedication was recorded by the City against this property in 2009. Therefore, in addition to the above noted items, this Rejection document must be removed at this time.

RECOMMENDATION:

APPROVE THE GRANT DEED COMPLETING THE DEDICATION OF THE PUBLIC IMPROVEMENTS, INCLUDING ALL EASEMENTS AND RIGHTS-OF-WAY SHOWN ON TRACT MAP 4927. AUTHORIZE THE MAYOR TO SIGN A CERTIFICATE OF ACCEPTANCE FOR THE GRANT DEED AND DIRECT STAFF TO RECORD THESE DOCUMENTS. APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE RELEASE OF NOTICE OF REJECTION OF OFFER OF DEDICATION OF PUBLIC UTILITY EASEMENTS, STREETS, AND OTHER EASEMENTS IN CITY OF TEHACHAPI TRACT NO. 4927.

Jason E. VanCuren P.L.S

PROFESSIONAL LAND SURVEYOR

9813 HARVEY CT., #B
BAKERSFIELD, CA 93312
PHONE: (661) 587-7910
E-MAIL: jvancuren@gmail.com

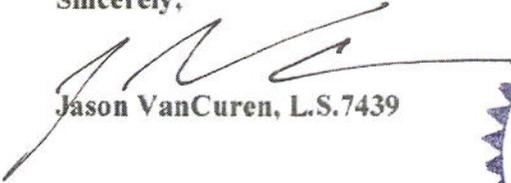
April 6, 2016

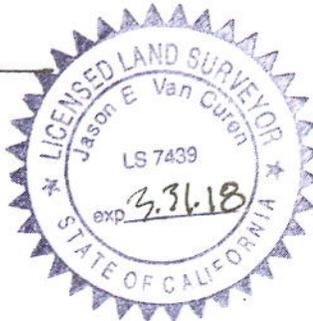
File: TR 4927

City of Tehachapi
115 S. Robinson St.
Tehachapi Ca. 93561

Please be aware the monuments shown to be set on Tract 4927, Map Bk. 54,
Pg. 53-54 are in place and set by me or under my direction.

Sincerely,


Jason VanCuren, L.S.7439



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

CITY CLERK'S OFFICE
CITY OF TEHACHAPI
115 SOUTH ROBINSON STREET
TEHACHAPI, CA 93561

No recording fee required

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED AND DEDICATION

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Higher Ground Solutions, Inc., GRANTOR, hereby GRANTS to the City of
Tehachapi, a public agency, GRANTEE, the public improvement facilities described in Exhibit "A",
attached hereto, which are located within the City of Tehachapi, State of California, and upon and within
the parcel(s) of land described in Exhibit "B", attached hereto, both of said exhibits being by reference
herein made parts hereof.

GRANTOR does hereby also DEDICATE said public improvement facilities to public use to be
administered and controlled by GRANTEE and its successors.

In witness where of GRANTOR has executed this Grant Deed and Dedication this 5th day of
August, 2016.

GRANTOR: _____

Signatures to be notarized

EXHIBIT "A"

THOSE PUBLIC IMPROVEMENTS CONSTRUCTED WITHIN THE RIGHT-OF-WAY LINES OF MULLBERRY STREET AND BRENTWOOD DRIVE AND ANY EASEMENT DEDICATED TO PUBLIC USE UPON TRACT MAP No. 4927 FILED OCTOBER 18, 2005 IN BOOK 54 OF PARCEL MAPS AT PAGE 53 IN THE OFFICE OF THE KERN COUNTY RECORDER.

EXHIBIT "B"

TRACT MAP No. 4927 FILED OCTOBER 18, 2005 IN BOOK 54 OF PARCEL MAPS AT PAGE 53 IN THE OFFICE OF THE KERN COUNTY RECORDER.

CITY OF TEHACHAPI

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by Grant Deed and Dedication, Dated _____, from higher Ground Solutions, Incorporated, to the City of Tehachapi, a political subdivision of the State of California, is hereby accepted to the following conditions:

No conditions imposed

By the order of the City Council of the City of Tehachapi on August 15, 2016, said City consents to the recordation thereof by his duly authorized officer.

DATED: _____

Susan Wiggins, Mayor
City of Tehachapi

ATTEST:

City Clerk
City of Tehachapi

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)
)
City of Tehachapi)
Attn: City Clerk)
115 So. Robinson Street)
Tehachapi, California 93561)
_____)

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

WHEREAS, the City of Tehachapi recorded its "Notice of Rejection of Offer of Dedication of Public Utility Easements, Streets and Other Easements in City of Tehachapi Tract No. 4927" in the Official Records of the Kern County Recorder on August 4, 2009 as Document No. 0209113400 (the "Notice of Rejection"); and

WHEREAS, the improvements for City of Tehachapi Tract No. 4927 have been completed and accepted by the City Council of the City and the City wishes to release the Notice of Rejection so that it no longer constitutes an encumbrance on the real property contained in Tract No. 4927 and so that certificates of occupancy may be issued.

NOW, THEREFORE, the City Council of the City of Tehachapi hereby releases the notice of Rejection and all restrictions against the issuance of certificates of occupancy within Tract No. 4927.

FURTHER THEREFORE, the City Council of the City of Tehachapi hereby declares that the Notice of Rejection shall no longer constitute an encumbrance on the real property contained in City of Tehachapi Tract No. 4927 and that the City Clerk is directed to record this release of Notice of Rejection.

DATED:

SUSAN WIGGINS, Mayor,
City of Tehachapi, California

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss.
County of _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

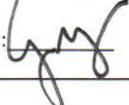
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ [Seal]



COUNCIL REPORTS

APPROVED	
DEPARTMENT HEAD:	
CITY MANAGER:	

MEETING DATE: AUGUST 15, 2016 **AGENDA SECTION:** DEVELOPMENT SERVICES

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

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

DATE: AUGUST 10, 2016

SUBJECT: TEHACHAPI BOULEVARD REHABILITATION PHASE III – NOTICE OF COMPLETION

BACKGROUND

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

RECOMMENDATION

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

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

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Recording Fee \$ None

NOTICE OF COMPLETION

This is to certify that the Contract entered into on the 7th day of April 2016, by and between the City of Tehachapi, the Owner, and Granite Construction, the Contractor, for all work necessary to complete the Tehachapi Boulevard Rehabilitation Project Phase III, has been completed in accordance with the requirements of the plans and specifications and contract documents, and I hereby acknowledge the full completion and acceptance on the 15th day of August 2016, on behalf of the Owner.

By _____
Greg Garrett, City Manager

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

State of California
County of Kern

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

Subscribed and sworn to (or affirmed)
before me on this _____ day of
_____, 2016, by

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

Signature _____

Place Notary Seal Above



COUNCIL REPORTS

APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: 

MEETING DATE: AUGUST 15, 2016 **AGENDA SECTION:** DEVELOPMENT SERVICES

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

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

DATE: AUGUST 10, 2016

SUBJECT: FREEDOM PLAZA PROJECT – NOTICE OF COMPLETION

BACKGROUND

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

RECOMMENDATION

APPROVE THE NOTICE OF COMPLETION FOR THE FREEDOM PLAZA PROJECT AND DIRECT STAFF TO RECORD SAME.

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

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Recording Fee \$ None

NOTICE OF COMPLETION

This is to certify that the Contract entered into on the 22nd day of September 2015, by and between the City of Tehachapi, the Owner, and Cal Prime Incorporated, the Contractor, for all work necessary to complete the Freedom Plaza Project, has been completed in accordance with the requirements of the plans and specifications and contract documents, and I hereby acknowledge the full completion and acceptance on the 15th day of August 2016, on behalf of the Owner.

By _____
Greg Garrett, City Manager

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

State of California
County of Kern

Subscribed and sworn to (or affirmed)
before me on this _____ day of
_____, 2016, by

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

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

Signature _____

Place Notary Seal Above



APPROVED

DEPARTMENT HEAD: _____

CITY MANAGER: _____

A handwritten signature in black ink is written over the line for the Department Head.

COUNCIL REPORTS

MEETING DATE: AGENDA SECTION: POLICE DEPARTMENT

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: KENT KROEGER, POLICE CHIEF

DATE: DATE: AUGUST 15, 2016

SUBJECT: ACCEPTANCE OF POST PUBLIC SAFETY DISPATCHER PROGRAM

BACKGROUND

The Tehachapi Police Department is requesting to continue its professionalism and training standards with POST and Police Technicians. Currently, sworn officers are participating in the POST program; however, the Police Technicians (Public Safety Dispatchers) are separate from this, and must request to participate in the POST Public Safety Dispatcher Program separately.

A dispatch center of a local law enforcement department or an independent communication service agency [i.e., an agency that employ dispatchers who primarily provide services to both police and fire and /or fire and emergency medical services (EMS) and which is not a part of a local law enforcement department] may apply to participate in the POST Public Safety Dispatcher Program. To be eligible for participation in the POST Public Safety Dispatcher Program, the dispatch center of a local law enforcement department or an independent communication service agency (as described above) shall agree to comply with and continue to adhere to minimum selection and training standards and other applicable Commission Regulations for its public safety dispatchers.

Incumbent public safety dispatchers will not be required to meet selection and entry-level training standards. Dispatchers hired after the agency enters the Public Safety Dispatcher Program shall meet the requirements applicable to dispatchers as specified in Commission Regulations. Any incumbent dispatcher who transfers to another participating department will be considered a new hire and shall be required to meet selection and training standards.

ACCEPTANCE

Participation of the dispatch center of a local law enforcement department will be confirmed by the Executive Director and an effective date of entry established. Approval of a dispatch center's participation in the POST Reimbursable Program will also be confirmed.

FISCAL IMPACT

NONE

RECOMMENDATION

Accept and approve the attached resolution to allow the Tehachapi Police Department continue its standardized training for all Police Technician personnel.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI ACCEPTING THE REQUIRMENTS OF SECTIONS 13510(c) AND 13512 OF CALIFORNIA PENAL CODE RELATIVE TO THE RECRUITMENT AND TRAINING STANDARDS OF AND AUTHORIZING PARTICIPATION IN THE POST PUBLIC SAFETY DISPATCHER PROGRAM

WHEREAS, a dispatch center of a local law enforcement department may apply to participate in the POST Public Safety Dispatcher Program; and

WHEREAS, the City of Tehachapi on behalf of the Tehachapi Police Department hereby accepts the requirements of Section 13510(c) of the California Penal Code, and agrees to adhere to the standards for recruitment and training established by the Commission on Peace Officer Standards and Training (the "Commission") for public safety dispatchers, and

WHEREAS, the City of Tehachapi on behalf of the Tehachapi Police Department agrees that the Commission and its representatives may make such inquiries as deemed appropriate by the Commission pursuant to California Penal Code Section 13512 to ascertain that the Tehachapi Police Department public safety dispatcher personnel adhere to standards for selection and training established by the Commission; and

WHEREAS, the City Council wishes to authorize the public safety dispatchers for the Tehachapi Police Department to participate in the POST Public Safety Dispatcher Program.

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 of the City of Tehachapi hereby accepts the requirements of sections 13510(c) and 13512 of the California Penal Code relative to the recruitment and training standards of public safety dispatchers.
3. That the City Council hereby authorizes the public safety dispatchers for the Tehachapi Police Department to participate in the POST Public Safety Dispatcher Program.

PASSED AND ADOPTED on the 18th of August 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



APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____

COUNCIL REPORTS

MEETING DATE: AUGUST 15, 2016 AGENDA SECTION: ASST. CITY MANAGER

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: CHRIS KIRK, ASSISTANT CITY MANAGER

DATE: AUGUST 9, 2016

SUBJECT: AMENDMENT NO. 1 – AGREEMENT BETWEEN CITY AND FPSE LOCAL 1850

BACKGROUND

As the Council is aware, on August 3, 2015, the City entered into a labor agreement with the Federation of Public Service Employees (FPSE) Local 1850, which represents City public works employees. While the term of the agreement is three years, a provision was made for an annual wage re-opener.

After successful negotiations with the bargaining unit, the attached amendment was drafted for Council approval. The three amendments are as follows:

1. For Fiscal Year 16/17, the members of the bargaining unit will receive a 1.6% Cost of Living Adjustment (COLA), based upon the Los Angeles-Riverside-Orange County Consumer Price Index. This is the same COLA approved in the budget and provided to non-represented employees on July 1, 2016.
2. The current agreement contains language reinforcing the City's policy of using meritorious performance as the primary factor in pay increase decisions. In order to clarify the City's intent and to provide employees with a better understanding of the decision making process, language is added to the agreement guaranteeing a one-step increase in pay (or 2.5%) for any employee who receives a "commendable" or "outstanding" rating during their annual performance evaluation. Employees who receive a "satisfactory" rating will not be guaranteed an increase.
3. To recognize employees for long-term service to the City, a 2.5% increase in base pay is agreed to for any employee working in excess of 30 years for the City. Currently, there is only one employee eligible for this longevity increase.

The negotiated amendment has already been ratified by the bargaining unit and now requires ratification of the Council.

RECOMMENDATION

APPROVE AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND FPSE LOCAL 1850

AMENDMENT NO. 1
TO THE AGREEMENT
BETWEEN THE CITY OF TEHACHAPI
AND FPSE LOCAL 1850

Effective _____, 2016

1. Article IV Section 4.1 – *Class Titles and Wages* is hereby repealed and replaced as follows:

"A. Class titles and salary ranges are attached as Attachment 'A' hereto, and made a part hereof. The purpose of Attachment 'A' is specifically to provide a classification and pay structure to administer positions in this bargaining unit.

"For the Fiscal-Year 2016-17, the City agrees to provide a Cost of Living Adjustment (COLA) of 1.6% for all positions listed in Attachment 'A'. This amount is equal to the Los Angeles-Riverside-Orange County CPI-U Annual November 2015 CPI. The COLA will be effective June 26, 2016."

2. Article VII Section 7.1 – *Scope of process* is hereby amended as follows:

"A) Results of the employee's current performance review will be to determine salary adjustments. Employees whose work performance is satisfactory will be eligible, but not guaranteed, for advancement to any higher step (not to exceed the maximum) of the salary range. Employees rated "Commendable" or "Outstanding" shall receive a minimum one step increase in salary. This policy shall not prohibit a supervisor or department head from recommending an additional increase to employees who demonstrate meritorious performance. Employees who receive a less than satisfactory rating will not be eligible for salary adjustment. Salary increases will be effective the first full pay period following the 25th of September each year."

3. Article X is hereby amended as follows:

"Section 10.6 Longevity Stipend

In recognition of the fact that long-term employees offer value to the City because of their institutional knowledge, improved performance potential, and lower employee recruitment and training costs, the City hereby agrees to pay an additional 2.5% to any employee that has provided at least thirty years of service to the City of Tehachapi. An employee who has previously

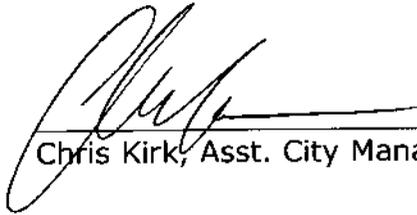
reached the top step of their classification shall still receive the longevity stipend."

City of Tehachapi

FPSE Local 1850

Greg Garrett, City Manager

~~_____
Wyatt Misiura, Bargaining Unit Negotiator~~



Chris Kirk, Asst. City Manager



Dennis Artzer, Bargaining Unit Negotiator

APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____

COUNCIL REPORTS

MEETING DATE: AUGUST 15, 2016 AGENDA SECTION: ASST. CITY MANAGER

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: CHRIS KIRK, ASSISTANT CITY MANAGER

DATE: AUGUST 9, 2016

SUBJECT: CALPERS REQUIRED POLICY LANGUAGE

BACKGROUND

As the Council is aware, the City's retirement plan is administered by the California Public Employee Retirement System (CalPERS). As with most State bureaucracies, the regulatory burden imposed by CalPERS is significant. Most recently, the City has been audited by CalPERS and they are requiring that the language regarding holiday pay in the City's contract with the Police Officer's Association be changed.

The required change is described as follows:

Current: d. Employees who work on a holiday, shall be entitled to overtime compensation at the premium rate of one and one-half (1-1/2) times the employee's regular hourly rate.

Changed: d. Employees who work on a holiday, shall be entitled to compensation at the premium rate of one and one-half (1-1/2) times the employee's regular hourly rate.

To more specifically describe the change, the word "overtime" is removed from the language. According to CalPERS, the pay received on a holiday is not "overtime" but is "special compensation". The modification to the language does not change the contribution amounts, retirement payouts, or the way in which pay is processed at the City. Rather it is a semantic change intended to more accurately reflect how CalPERS classifies various compensation types.

Notice of the required change has been provided to the POA and they have agreed to the change.

RECOMMENDATION

APPROVE AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND THE TEHACHAPI POLICE OFFICERS ASSOCIATION

AMENDMENT NO. 1
TO THE AGREEMENT
BETWEEN THE CITY OF TEHACHAPI
AND THE TEHACHAPI POLICE OFFICERS ASSOCIATION

Effective August 15, 2016

Article 13 Section d is hereby replaced with the following:

"d. Employees who work on a holiday, shall be entitled to compensation at the premium rate of one and one-half (1-1/2) times the employee's regular hourly rate."

City of Tehachapi

Tehachapi Police Offices Association

Susan Wiggins, Mayor

Mike Adams, President

APPROVED
DEPARTMENT 

COUNCIL REPORTS

MEETING DATE: AUGUST 15, 2016 **AGENDA SECTION:** CITY MANAGER

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: GREG GARRETT, CITY MANAGER

DATE: AUGUST 10, 2016

SUBJECT: ADOPT SALARY PLAN, AMENDMENT #2

BACKGROUND

The last amended Salary Plan for City of Tehachapi employees was adopted on July 18, 2016 by Resolution 36-16. The plan adopted by this Resolution includes a 1.6% Cost of Living Allowance (COLA) increase for non-represented employees only.

However, as the Federation of Public Service Employees (PW Union) has reached an agreement with the City, the amended salary plan will include a 1.6% COLA increase for the employees represented by PW Union.

FISCAL IMPACT

A 1.6% COLA increase will be paid to employees represented by PW Union retroactively from June 26, 2016.

RECOMMENDATION

Adopt a resolution establishing the salary plan for each position classification in city service and repealing resolution 36-16

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TEHACHAPI, CALIFORNIA ESTABLISHING THE SALARY
PLAN FOR EACH POSITION CLASSIFICATION IN CITY
SERVICE AND REPEALING RESOLUTION NO. 36-16**

WHEREAS, The City Council of the City of Tehachapi may from time to time negotiate changes to a plan of compensation for Employees of the City of Tehachapi who are represented by employee organizations; and

WHEREAS, The Public Works employees represented by the Federation of Public Service Employees (PW Union) have reached an agreement with the City; and

WHEREAS, The California Public Employee Retirement System (CalPERS) is requiring the City Council of the City of Tehachapi to repeal Resolution No. 36-16 in its entirety by adopting a new resolution when changes are made to the previously adopted salary plan; and

WHEREAS, The City Council of the City of Tehachapi adopted Resolution No. 36-16 on July 18, 2016 establishing a salary plan which excluded a cost of living allowance (COLA) increase for PW Union employees and the Tehachapi Police Officers Association, and

WHEREAS, The City Council of the City of Tehachapi desires to include the COLA increase for PW Union represented employees retroactively from June 26, 2016.

WHEREAS, The City Manager has prepared and recommended an updated

"Salary Plan" for City Employee Position Classifications; and

WHEREAS, The City Council of the City of Tehachapi desires to adopt an updated "Salary Plan" for to include the PW Union City Employee Position Classifications.

NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE CITY, AS FOLLOWS:

- Section 1 That the Salary Plan set forth in Exhibit "A", which is attached hereto and made a part hereof shall be the Salary Plan for the City of Tehachapi.
- Section 2 That the effective date of said Salary Plan shall be June 26, 2016.
- Section 3 That Resolution No. 36-16 is hereby repealed in its entirety.
- Section 4 The Report and assessment as presented to the City Council and on file in the office of the City Clerk are hereby confirmed as filed.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Tehachapi at a regular meeting this 15th day of August, 2016.

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

Susan Wiggins, Mayor of
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 August 15, 2016.

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

CITY OF TEHACHAPI
Salary Plan FY 2016/2017

Cost of Living Increase	
1.6% Unrepresented	0% Police Officers

Amendment #2

FULL TIME	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
	MONTHLY																		
Development Services Dir	7610	7801	7995	8195	8399	8610	8824	9044	9271	9503	9740	9984	10234	10491	10753	11022	11298	11579	11928
Planning Manager	6355	6514	6676	6843	7014	7189	7369	7553	7742	7935	8134	8337	8547	8761	8979	9204	9435	9670	9961
Senior Planner	5250	5382	5517	5654	5795	5941	6089	6241	6398	6557	6721	6888	7060	7237	7419	7604	7794	7989	8229
Planner	4472	4585	4699	4817	4937	5061	5188	5317	5450	5586	5725	5868	6016	6166	6321	6479	6641	6806	7010
Economic Dev Coordinator	3985	4085	4187	4292	4399	4509	4622	4738	4855	4977	5101	5229	5360	5494	5631	5772	5916	6065	6246
City Engineer	6991	7165	7344	7528	7716	7908	8106	8309	8516	8728	8947	9171	9401	9637	9878	10124	10378	10638	10957
Associate Engineer	5657	5799	5944	6093	6245	6402	6562	6726	6894	7066	7243	7424	7609	7800	7995	8195	8400	8611	8868
Assistant Engineer	4654	4770	4890	5012	5138	5267	5398	5533	5671	5813	5958	6107	6260	6416	6577	6741	6910	7083	7295
Engineering Assistant	3609	3699	3792	3886	3983	4083	4185	4290	4397	4507	4619	4735	4852	4974	5098	5226	5357	5490	5655
Chief Building Official	4472	4585	4699	4817	4937	5061	5188	5317	5450	5586	5725	5868	6016	6166	6321	6479	6641	6806	7010
Building Inspector	3609	3699	3792	3886	3983	4083	4185	4290	4397	4507	4619	4735	4852	4974	5098	5226	5357	5490	5655
Development Services Tech	3562	3652	3743	3836	3933	4031	4132	4235	4341	4449	4561	4675	4792	4911	5034	5159	5288	5419	5583
Finance Director	7610	7801	7995	8195	8399	8610	8824	9044	9271	9503	9740	9984	10234	10491	10753	11022	11298	11579	11928
Financial Services Manager	6355	6514	6676	6843	7014	7189	7369	7553	7742	7935	8134	8337	8547	8761	8979	9204	9435	9670	9961
Accountant II	4785	4905	5028	5153	5282	5413	5549	5689	5831	5976	6125	6279	6436	6597	6761	6931	7104	7282	7500
Accountant I	4183	4288	4395	4505	4617	4733	4850	4972	5096	5224	5355	5488	5626	5767	5911	6059	6210	6365	6557
HR Coordinator	3562	3652	3743	3836	3933	4031	4132	4235	4341	4449	4561	4675	4792	4911	5034	5159	5288	5419	5583
Accounting Technician	3108	3186	3265	3347	3430	3515	3604	3694	3787	3881	3978	4078	4180	4284	4391	4502	4614	4729	4872
Account Clerk	2596	2661	2727	2795	2865	2937	3010	3086	3163	3242	3323	3407	3492	3579	3669	3761	3855	3951	4069
Assistant City Manager	7610	7801	7995	8195	8399	8610	8824	9044	9271	9503	9740	9984	10234	10491	10753	11022	11298	11579	11928
Administrative Manager	5250	5382	5517	5654	5795	5941	6089	6241	6398	6557	6721	6888	7060	7237	7419	7604	7794	7989	8229
Senior Administrative Asst	3238	3319	3403	3488	3575	3665	3756	3851	3947	4046	4146	4251	4357	4465	4577	4691	4809	4929	5077
Administrative Asst II	2596	2661	2727	2795	2865	2937	3010	3086	3163	3242	3323	3407	3492	3579	3669	3761	3855	3951	4069
Administrative Asst I	2366	2425	2486	2548	2612	2678	2744	2813	2883	2956	3030	3106	3184	3263	3345	3429	3514	3603	3710
Public Works Director	7610	7801	7995	8195	8399	8610	8824	9044	9271	9503	9740	9984	10234	10491	10753	11022	11298	11579	11928
Public Works Manager	4920	5043	5169	5298	5431	5567	5706	5848	5994	6144	6298	6456	6617	6783	6952	7127	7304	7487	7710
Public Works Supervisor	4472	4585	4699	4817	4937	5061	5188	5317	5450	5586	5725	5868	6016	6166	6321	6479	6641	6806	7010
Lead Maintenance Worker	3848	3944	4042	4142	4247	4354	4462	4573	4688	4806	4927	5050	5176	5305	5438	5574	5713	5856	6032
Senior Maintenance Worker	3454	3541	3629	3720	3812	3908	4006	4106	4208	4313	4422	4531	4645	4761	4881	5003	5129	5257	5414
Maintenance Worker II	3193	3274	3356	3440	3528	3616	3706	3799	3893	3991	4091	4193	4298	4405	4515	4628	4744	4862	5008
Maintenance Worker I	2912	2985	3060	3136	3216	3296	3379	3464	3550	3639	3730	3823	3919	4016	4117	4219	4325	4433	4566
Utilities Manager	5250	5382	5517	5654	5795	5941	6089	6241	6398	6557	6721	6888	7060	7237	7419	7604	7794	7989	8229
Utilities Supervisor	4654	4770	4890	5012	5138	5267	5398	5533	5671	5813	5958	6107	6260	6416	6577	6741	6910	7083	7295
Chief Wastewater Operator	4040	4141	4246	4353	4462	4574	4688	4806	4926	5049	5176	5305	5437	5573	5712	5855	6000	6151	6336
Senior Wastewater Operator	3848	3944	4042	4142	4247	4354	4462	4573	4688	4806	4927	5050	5176	5305	5438	5574	5713	5856	6032
Wastewater Operator II	3454	3541	3629	3720	3812	3908	4006	4106	4208	4313	4422	4531	4645	4761	4881	5003	5129	5257	5414
Wastewater Operator I	3346	3429	3514	3603	3693	3786	3880	3977	4076	4179	4283	4390	4501	4613	4728	4846	4968	5092	5245
Lead Water Systems Operator	4040	4141	4246	4353	4462	4574	4688	4806	4926	5049	5176	5305	5437	5573	5712	5855	6000	6151	6336
Senior Water Systems Operator	3848	3944	4042	4142	4247	4354	4462	4573	4688	4806	4927	5050	5176	5305	5438	5574	5713	5856	6032
Water Systems Operator II	3454	3541	3629	3720	3812	3908	4006	4106	4208	4313	4422	4531	4645	4761	4881	5003	5129	5257	5414

CITY OF TEHACHAPI
Salary Plan FY 2016/2017

Cost of Living Increase	
1.6% Unrepresented	0% Police Officers

Amendment #2

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
Water Systems Operator I	3346	3429	3514	3603	3693	3786	3880	3977	4076	4179	4283	4390	4501	4613	4728	4846	4968	5092	5245
Lead Landscape Maintenance	3454	3541	3629	3720	3812	3908	4006	4106	4208	4313	4422	4531	4645	4761	4881	5003	5129	5257	5414
Fleet Coordinator	3454	3541	3629	3720	3812	3908	4006	4106	4208	4313	4422	4531	4645	4761	4881	5003	5129	5257	5414
Police Chief	7610	7801	7995	8195	8399	8610	8824	9044	9271	9503	9740	9984	10234	10491	10753	11022	11298	11579	11928
Lieutenant	5250	5382	5517	5654	5795	5941	6089	6241	6398	6557	6721	6888	7060	7237	7419	7604	7794	7989	8229
Sergeant	4183	4288	4395	4505	4617	4733	4850	4972	5096	5224	5355	5488	5626	5767	5911	6059	6210	6365	6557
Senior Officer	3518	3606	3696	3789	3884	3981	4080	4183	4287	4394	4504	4616	4732	4850	4972	5096	5224	5355	5516
Officer	3301	3383	3469	3556	3645	3736	3829	3925	4024	4124	4227	4333	4441	4552	4666	4782	4902	5024	5175
Code Enforcement Officer	3193	3274	3356	3440	3528	3616	3706	3799	3893	3991	4091	4193	4298	4405	4515	4628	4744	4862	5008
Lead Dispatcher	3085	3162	3241	3322	3406	3491	3578	3668	3759	3854	3950	4049	4150	4254	4361	4469	4581	4696	4837
Police Technician	2790	2860	2931	3004	3079	3157	3236	3317	3401	3486	3573	3663	3754	3848	3944	4043	4143	4247	4374
Executive Asst to the Chief	3238	3319	3403	3488	3575	3665	3756	3851	3947	4046	4146	4251	4357	4465	4577	4691	4809	4929	5077
Police Clerk	2596	2661	2727	2795	2865	2937	3010	3086	3163	3242	3323	3407	3492	3579	3669	3761	3855	3951	4069
Airport Manager	5250	5382	5517	5654	5795	5941	6089	6241	6398	6557	6721	6888	7060	7237	7419	7604	7794	7989	8229
Airport Operations Coordinator	3454	3541	3629	3720	3812	3908	4006	4106	4208	4313	4422	4531	4645	4761	4881	5003	5129	5257	5414

PART-TIME (HOURLY)

PT Laborer	15.75	16.14	16.55	16.96	17.39	17.83	18.27	18.73	19.20	19.68
PT Office Assistant	15.19	15.57	15.95	16.35	16.75	17.17	17.60	18.03	18.48	18.94
PT Community Engagement Specialist	20.23	20.74	21.26	21.79	22.33	22.89	23.46	24.05	24.65	25.27

ELECTED / CONTRACT

City Council (Elected)	\$300 per Month
City Clerk (Elected)	\$300 per Month
City Treasurer (Elected)	\$300 per Month
City Manager	14731 per month as of June 26, 2016
City Attorney	130 per hour as of July 1, 2013

Last Adopted:	July 11, 2016	Res. # 36-16
Date to be Adopted:	August 15, 2016	Res. #
Date Effective:	June 26, 2016	

Changes: Added 1.6% COLA Increase for PW employees.