

## **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, OCTOBER 3, 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

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

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**CITY CLERK REPORTS**

Tehachapi City Council Unassigned Res. No. 43-16

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

- \*2. **ALL ORDINANCES SCHEDULED FOR INTRODUCTION OR ADOPTION AT THIS MEETING SHALL BE READ BY TITLE ONLY**
- \*3. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation regular meeting on September 19, 2016 – **APPROVE AND FILE**
- \*4. Disposition of Property – **ADOPT A RESOLUTION AUTHORIZING THE DISPOSITION OF PERSONAL PROPERTY**

**FINANCE DIRECTOR REPORTS**

- \*5. Disbursements, bills, and claims for September 15, 2016 through September 28, 2016 – **AUTHORIZE PAYMENTS**

**DEVELOPMENT SERVICES DIRECTOR REPORTS**

- 6. Program Supplement Agreement for improvements of Curry Street, Valley Boulevard, Anita Drive and Dennison Road known as the Safe Routes to School Gap Closure Project – **ADOPT A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AND EXECUTE PROGRAM SUPPLEMENT AGREEMENT NO. N022 REV. 1 TO ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECTS, AGREEMENT NO. 09-5184R, PROJECT NO. ATPL-5184 (026)**

**POLICE CHIEF REPORTS**

- 7. Second reading of an ordinance pertaining to Peace Officers Standards and Training for Public Safety Dispatchers – **ADOPT A RESOLUTION AMENDING ORDINANCE NO. 07-05-690 AND TEHACHAPI MUNICIPAL CODE SECTION 2.20.020 PERTAINING TO PEACE OFFICERS STANDARDS AND TRAINING FOR PUBLIC SAFETY DISPATCHERS**
- 8. HEARING Emergency Abatement at 515 East “E” Street – **OPEN HEARING; NOTICE OF HEARING AND CORRESPONDENCE; STAFF REPORT; RECEIVE PUBLIC COMMENT; CLOSE HEARING; APPROVE EMERGENCY ABATEMENT ACTIONS CONDUCTED BY CODE ENFORCEMENT AT 515 EAST E STREET**

**CITY MANAGER REPORTS**

- \*9. Non-commercial hangar rental agreement – **APPROVE NON-COMMERCIAL HANGAR RENTAL AGREEMENT FOR HANGAR 20E BETWEEN THE CITY OF TEHACHAPI AND KENNETH & JANET ROYSDEN AND AUTHORIZE THE MAYOR TO SIGN**

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

**Monday, October 3, 2016- 6:00 P.M. - PG. 3**

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10. 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 September 19, 2016.
2. Conference with legal counsel regarding claim filed by Alicia Mirabella per Government Code Section 54956.9(d)(2).
3. Conference with legal counsel regarding claim filed by Richard Cook pursuant to Government Code Section 54956.9(d)(2).

**ADJOURNMENT**

## MINUTES

**TEHACHAPI CITY COUNCIL REGULAR MEETING,  
TEHACHAPI REDEVELOPMENT SUCCESSOR AGENCY REGULAR MEETING,  
TEHACHAPI PUBLIC FINANCING AUTHORITY REGULAR MEETING, AND  
TEHACHAPI CITY FINANCING CORPORATION REGULAR MEETING  
Monday, September 19, 2016 – 6:00 P.M.**

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

### ACTION TAKEN

<p><b><u>CALL TO ORDER</u></b></p> <p>Meeting called to order by Mayor Wiggins at 6:00 p.m.</p> <p><b><u>ROLL CALL</u></b></p> <p>Roll call by City Clerk Tori Marsh</p> <p>Present: Mayor Wiggins, Mayor Pro-Tem Nixon, Councilmember Smith</p> <p>Absent: Councilmember Grimes and Wahlstrom</p> <p><b><u>INVOCATION</u></b></p> <p>By Brent Whitney Pastor Country Oaks Baptist Church</p> <p><b><u>PLEDGE TO THE FLAG</u></b></p> <p>Led by Councilmember Smith</p> <p><b><u>CONSENT AGENDA</u></b></p> <p>Approved consent agenda</p> <p><b><u>AUDIENCE ORAL COMMUNICATIONS</u></b></p> <ol style="list-style-type: none"> <li>1. General public comments received</li> <li>2. Mayor presented Proclamation to Links for Life</li> <li>3. Presentation on the progress of the new hospital by Mike Nixon, President of the Tehachapi Valley Healthcare District</li> </ol>	<p>Approved Consent Agenda Subject To Removal Of Item 9 Sm/Ni Motion Carried Ab Gr &amp; Wa</p>
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**CITY CLERK REPORTS**

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| <p>*4. <b>ALL ORDINANCES SCHEDULED FOR INTRODUCTION OR ADOPTION AT THIS MEETING SHALL BE READ BY TITLE ONLY.</b></p>  | <p>All Ord. Read By Title Only</p>   |
| <p>*5. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation regular meeting on August 15, 2016 - <b>APPROVED AND FILED.</b></p> | <p>Approved &amp; Filed<br/>Sm/Ni Motion Carried<br/>Ab Gr &amp; Wa</p>  |
| <p>*6. Special Event Application for Tehachapi Unified School District’s Homecoming Parade on September 30, 2016 – <b>APPROVED THE TEHACHAPI HIGH SCHOOL HOMECOMING PARADE SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES</b></p>     | <p>Approved The Tehachapi High School Homecoming Parade Special Event Application And Associated Street Closures<br/>Sm/Ni Motion Carried<br/>Ab Gr &amp; Wa</p>                                 |
| <p>*7. Special Event Application for the Tehachapi Apple Festival, October 8 &amp; 9, 2016 – <b>APPROVED THE TEHACHAPI APPLE FESTIVAL SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES</b></p>  | <p>Approved The Tehachapi Apple Festival Special Event Application And Associated Street Closures<br/>Sm/Ni Motion Carried<br/>Ab Gr &amp; Wa</p>  |
| <p>*8. Special Event Application for Main Street’s Tehachapi Trunk or Treat, October 31, 2016 in downtown – <b>APPROVED THE MAIN STREET TEHACHAPI TRUNK OR TREAT SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES</b></p>               | <p>Approved The Main Street Tehachapi Trunk Or Treat Special Event Application And Associated Street Closures<br/>Sm/Ni Motion Carried<br/>Ab Gr &amp; Wa</p>                                    |
| <p>*9. Fire Alarm Service Agreement – Beekay Theatre – <b>APPROVED THE AGREEMENT WITH ALPHA TECHNOLOGIES &amp; ALARM SERVICES AND AUTHORIZED THE MAYOR TO SIGN SUBJECT TO APPROVAL BY THE CITY ATTORNEY</b></p>                                 | <p>Approved The Agreement With Alpha Technologies &amp; Alarm Services And Authorized The Mayor To Sign Subject To Approval By The City Attorney<br/>Ni/Sm Motion Carried<br/>Ab Gr &amp; Wa</p> |

**FINANCE DIRECTOR REPORTS**

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| <p>*10. Disbursements, bills and claims for August 10, 2016 through September 14, 2016 – <b>AUTHORIZED PAYMENTS</b></p> | <p>Authorized Payments<br/>Sm/Ni Motion Carried<br/>Ab Gr &amp; Wa</p> |
| <p>*11. City of Tehachapi Treasurer’s Report through August 2016 – <b>RECEIVED REPORT</b></p>                           | <p>Received Report<br/>Sm/Ni Motion Carried<br/>Ab Gr &amp; Wa</p>     |

**PUBLIC WORKS DIRECTOR REPORTS**

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| <p>12. Agreement for safety training and inspection services with American Safety Services Inc. – <b>ASSISTANT CITY MANAGER CHRIS KIRK GAVE STAFF REPORT; APPROVED THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND AMERICAN SAFETY SERVICES INC. AND AUTHORIZED THE MAYOR TO SIGN</b></p> | <p>Approved The Agreement Between The City Of Tehachapi And American Safety Services Inc. And Authorized The Mayor To Sign<br/>Sm/Ni Motion Carried<br/>Ab Gr &amp; Wa</p> |
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**DEVELOPMENT SERVICES REPORTS**

13. Master Agreement Administering Agency-State Agreement for Federal-Aid Projects – **ASSISTANT CITY ENGINEER RYAN MONTGOMERY GAVE STAFF REPORT; APPROVED AND AUTHORIZED THE MAYOR TO SIGN AND EXECUTE MASTER AGREEMENT ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECTS NO. 09-5184F15**

Approved And Authorized The Mayor To Sign And Execute Master Agreement Administering Agency-State Agreement For Federal-Aid Projects No. 09-5184f15 Ni/Sm Motion Carried Ab Gr & Wa

14. Program Supplement Agreement and Resolution for the rehabilitation of Tucker Road between Valley Boulevard and Cherry Lane – **ASSISTANT CITY ENGINEER RYAN MONTGOMERY GAVE STAFF REPORT; ADOPTED RESOLUTION 39-16 AUTHORIZING THE MAYOR TO SIGN AND EXECUTE PROGRAM SUPPLEMENT AGREEMENT NO. F023 TO ADMINISTERING AGENCY-STATE MASTER AGREEMENT NO. 09-5184F15, PROJECT NO. STPL-5184(028)**

Adopted Resolution 39-16 Authorizing The Mayor To Sign And Execute Program Supplement Agreement No. F023 To Administering Agency-State Master Agreement No. 09-5184f15, Project No. Stpl-5184(028) Sm/Ni Motion Carried Ab Gr & Wa

15. Capital Hills Parkway Acceptance and Summary Vacation of a portion of Capital Hills Parkway – **ASSISTANT CITY ENGINEER RYAN MONTGOMERY GAVE STAFF REPORT; APPROVED AND AUTHORIZED THE MAYOR TO SIGN THE CERTIFICATE OF ACCEPTANCE FOR THE IRREVOCABLE OFFER OF DEDICATION DATED SEPTEMBER 11, 1991 AS RECORDED ON SEPTEMBER 16, 1991 AS BOOK 6569, PAGES 0664-0668, AND INSTRUCTED TO RECORD SAME; ADOPTED RESOLUTION 40-16 OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI VACATING A PORTION OF AN EASEMENT CONVEYED TO THE CITY OF TEHACHAPI AND A PORTION OF A PUBLIC SERVICE EASEMENT AND RIGHT-OF-WAY PURSUANT TO CALIFORNIA STREETS AND HIGHWAYS CODE SECTIONS 8330 ET SEQ**

Approved And Authorized The Mayor To Sign The Certificate Of Acceptance For The Irrevocable Offer Of Dedication Dated September 11, 1991 As Recorded On September 16, 1991 As Book 6569, Pages 0664-0668, And Instructed To Record Same; Adopted Resolution 40-16 Of The City Council Of The City Of Tehachapi Vacating A Portion Of An Easement Conveyed To The City Of Tehachapi And A Portion Of A Public Service Easement And Right-Of-Way Pursuant To California Streets And Highways Code Sections 8330 Et Seq Sm/Ni Motion Carried Ab Gr & Wa

16. Mill Street Rehabilitation Project – **ASSISTANT CITY ENGINEER RYAN MONTGOMERY GAVE STAFF REPORT; AWARDED THE MILL STREET REHABILITATION PROJECT TO R.C. BECKER & SON, IN THE AMOUNT OF \$759,684.31 AND AUTHORIZED THE CITY MANAGER TO APPROVE ANY NECESSARY CHANGE ORDERS UP TO A MAXIMUM OF 5% OF THE ORIGINAL CONTRACT (OR \$37,984.21)**

Awarded The Mill Street Rehabilitation Project To R.C. Becker & Son, In The Amount Of \$759,684.31 And Authorized The City Manager To Approve Any Necessary Change Orders Up To A Maximum Of 5% Of The Original Contract (Or \$37,984.21) Sm/Ni Motion Carried Ab Gr & Wa

\*17. Minor support services agreements for Development Services – **INFORMATION ONLY**

**POLICE CHIEF REPORTS**

18. Emergency Notification System – Everbridge Incorporated (Nixle) agreement – **POLICE CHIEF KENT KROEGER GAVE STAFF REPORT; ADOPTED RESOLUTION 41-16 AUTHORIZING THE CITY OF TEHACHAPI TO ENTER INTO AN AGREEMENT WITH EVERBRIDGE INCORPORATED FOR EMERGENCY ALERT SERVICES AND**

Adopted Resolution 41-16 Authorizing The City Of Tehachapi To Enter Into An Agreement With Everbridge Incorporated For Emergency

**AUTHORIZED THE CHIEF OF POLICE TO SIGN ON BEHALF OF THE CITY SUBJECT TO APPROVAL BY THE CITY ATTORNEY**

Alert Services And Authorized The Chief Of Police To Sign On Behalf Of The City Subject To Approval By The City Attorney Ni/Sm Motion Carried Ab Gr & Wa

19. Introduction of an ordinance amending Ordinance No. 07-05-690 and Tehachapi Municipal Code Section 2.20.020 Pertaining to Peace Officers Standards and Training for Public Safety Dispatchers – **POLICE CHIEF KENT KROEGER GAVE STAFF REPORT; INTRODUCTION ONLY**

Indroduction Only Sm/Ni Motion Carried Ab Gr & Wa

20. Draft letter from the Association of California Cities Allied with Public Safety opposing Proposition 57 – **POLICE CHIEF KENT KROEGER GAVE STAFF REPORT; AUTHORIZED THE MAYOR TO SIGN A LETTER IN OPPOSITION OF PROPOSITION 57**

Authorized The Mayor To Sign A Letter In Opposition Of Proposition 57 Ni/Sm Motion Carried Ab Gr & Wa

**ASSISTANT CITY MANAGER REPORTS**

21. Agreement between the City and the Tehachapi Police Officers Association as ratified by the bargaining unit – **ASSISTANT CITY MANAGER CHRIS KIRK GAVE STAFF REPORT; APPROVED THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND THE TEHACHAPI POLICE OFFICERS ASSOCIATION**

Approved The Agreement Between The City Of Tehachapi And The Tehachapi Police Officers Association Subject To Agreement For The Opt Out Option Sm/Ni Motion Carried Ab Gr & Wa

**CITY MANAGER REPORTS**

\*22. Airport Land Lease Amendment – **APPROVED THE SECOND AMENDMENT TO COMMERCIAL GROUND LEASE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND ROGER HAYES**

Approved The Second Amendment To Commercial Ground Lease Agreement Between The City Of Tehachapi And Roger Hayes Sm/Ni Motion Carried Ab Gr & Wa

\*23. Salary plan amendment to include the changes made in the agreement between the City and the Police Officers Association – **ADOPTED RESOLUTION 42-16 ESTABLISHING THE SALARY PLAN FOR EACH POSITION CLASSIFICATION IN CITY SERVICE AND REPEALING RESOLUTION 38-16**

Adopted Resolution 42-16 Establishing The Salary Plan For Each Position Classification In City Service And Repealing Resolution 38-16 Sm/Ni Motion Carried Ab Gr & Wa

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

**COUNCIL MEMBER ANNOUNCEMENTS OR REPORTS**

1. Councilmember Smith had a successful trip with the Kern Council of Governments on a train through Tehachapi.

2. Mayor Pro Tem enjoyed the Kern Council of Governments train ride also, they were able to view the Loop and the new double tracking. She also applauded the various organizations that volunteered at the GranFondo. She has enjoyed being part of the Honorary Commander Program at Edwards Air Force Base. She shared

a Facebook post of a local business owner praising the great downtown area and events.

3. Mayor Wiggins commented on the success of the GranFondo and the many compliments she received at the event.

**CLOSED SESSION**

1. Approval of closed session minutes of July 5 and August 15, 2016
2. Conference with legal counsel regarding claim filed by John Hendrix per Government Code Section 54956.9(d)(2)
3. Employee Evaluation: City Manager pursuant to Government Code Section 54957. Conference with labor negotiator (the City Council) and unrepresented employee (the City Manager) pursuant to Government Code Section 54957.6

**ADJOURNMENT**

The City Council/Boards adjourned at 8pm 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, October 3, 2016, at 6:00p.m.

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

Approved this 3<sup>rd</sup> day  
Of October, 2016.

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

Approved Minutes  
Ni/Sm Motion

Approved The Claim Filed By  
John Hendrix  
Sm/Ni Motion Carried  
Ab Gr & Wa

Approved the Amended and  
Restated Agreement for the City  
Manager  
Ni/Sm Motion Carried  
Ab Gr & Wa



# COUNCIL REPORTS

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

MEETING DATE: OCTOBER 3, 2016 AGENDA SECTION: CITY CLERK

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

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

**DATE:** SEPTEMBER 27, 2016

**SUBJECT:** DISPOSITION OF PROPERTY

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## BACKGROUND

The City is in possession of a number of items which are either inoperable or no longer serve a purpose for City business. Staff intends to use Publicsurplus.com or a similar website to auction these items. Prior to donating, selling or disposing of any items, the City Council must adopt a resolution authorizing their disposition.

A list of items set for disposition is attached.

## RECOMMENDATION

**ADOPT A RESOLUTION AUTHORIZING THE DISPOSITION OF PERSONAL PROPERTY**

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
TEHACHAPI AUTHORIZING THE DISPOSITION OF PERSONAL  
PROPERTY**

WHEREAS, the City of Tehachapi ("City") has in its possession numerous items of personal property which are either outdated or inoperable, a list of which is attached hereto as Exhibit "A" and by this reference made a part hereof; and

WHEREAS, as to those items listed as "Outdated", they are not able to be updated and therefore have no value for continued use; and

WHEREAS, as to those items identified as "Inoperable", they are either irreparable or cannot be made operable at a cost which justifies doing so; and

WHEREAS, as to those items identified as "incompatible", they are not compatible with current equipment needed for its use; and

WHEREAS, pursuant to Government Code Section 37350, the City Council of the City of Tehachapi has the authority to sell, give or otherwise dispose of said personal property in any manner that it chooses.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEHACHAPI that the personal property described in Exhibit "A" shall be sold at public bids, donated, or disposed of at the landfill in a manner as is authorized by law.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Tehachapi  
at a regular meeting this 3<sup>rd</sup> day of October 2016.

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

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

ATTEST:

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

I hereby certify that the foregoing resolution was duly and regularly adopted by  
the City Council of the City of Tehachapi at a regular meeting thereof held on October 3, 2016.

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

Surplus Equipment

1. 2006 Chevy Silverado

VIN: 1GCEK19B36Z195011

Inoperable

2. Craftsman Riding Lawnmower

Inoperable

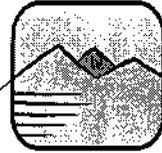
3. Henke snow plow

Incompatible

# Accounts Payable

## Checks by Date - Detail by Check Date

User: afrescas  
 Printed: 9/27/2016 12:50 PM



CITY OF  
**TEHACHAPI**  
 CALIFORNIA

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	0035	BC Laboratories Inc.		
	B245602	Wtr/Qtly Well Bactis/Mojave-Dennison-Pinon-C		72.00
	B245603	Wtr/Bacteriological/1341 Tanglewood/408 Oakv		36.00
	B245754	Wtr/Drinking Wtr/Mojave-Dennison-Pinon-Curr		105.00
	B246374	Wtr/Bacteriological/1305 Alder/221 Hayes/1317		36.00
	B246392	Wtr/Curry Reservoir		15.00
Total for this ACH Check for Vendor 0035:				264.00
ACH	0127	State of California Department of Justice		
	188069	PD/Fingerprint Apps/Fingerprint FBI/Child Abu:		418.00
Total for this ACH Check for Vendor 0127:				418.00
ACH	0212	Interstate Sales		
	13817	Strts/Orange Bags 33x40 Case		502.86
Total for this ACH Check for Vendor 0212:				502.86
ACH	0300	Mission Linen & Uniform Service		
	503304507	PW/Linen Maintenance		44.62
	503304508	Swr/Mats		22.55
	503347279	PW/Linen Maintenance		44.62
	503347280	Swr/Mats		22.55
Total for this ACH Check for Vendor 0300:				134.34
ACH	0362	RSI Petroleum Products		
	0298102	PW/Reg Unleaded Gasoline/Diesel Fuel		1,052.49
Total for this ACH Check for Vendor 0362:				1,052.49
ACH	0372	Southern California Edison		
	9162016	Wtr/3005627379/126 S Snyder Ave/Aug 8-Sep 7		42.25
	9162016-1	Strts/3021062576/800 S Curry St #A/Aug 15-Sep		42.90
	9202016	GG/3001191078/115 S Robinson/Aug 17-Sep 16		1,266.76
	9202016-1	DSD/3001191086/117 S Robinson/Aug 17-Sep 1		430.30
	9202016-2	Const/3027621308/100 Commercial Way/Aug 1		112.19
	9202016-3	Const/3027874638/101 Commercial Way/Aug 1		124.09
	9202016-4	PW/3027165130/800 Enterprise/Aug 1-Sep 1 20		91.71
	9202016-5	PW/3030594014/800 Enterprise Shop/Aug 16-Sep		293.61
	9202016-6	Swr/3001191027/800 Enterprise Maint/Aug 16-Sep		490.46
Total for this ACH Check for Vendor 0372:				2,894.27
ACH	0395	The Gas Company		
	9162016	DSD/00881702005/117 S Robinson/Aug 15-Sep		14.79
	9162016-1	Air/01091099981/409 Bryan Ct/Aug 15-Sep 14		21.23
	9162016-2	GG/10561664466/200 W Tehachapi Blvd/Aug 1		9.45
	9162016-3	PD/12851696026/220 West C St/Aug 15-Sep 14		64.08
	9162016-4	Air/13691700283/100 Commercial Way/Aug 15		14.79

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for this ACH Check for Vendor 0395:				124.34
ACH	0441	Vulcan Materials Company Western Divisio		
	71237200	Wtr - 3/8" Fine PG64-10		383.96
	71239476	Wtr - 3/8" Fine PG64-10		352.76
Total for this ACH Check for Vendor 0441:				736.72
ACH	0476	WITTS Everything for the Office		
	142319-1	GG/Protector Sheets/\$7.51 Less Credit on Acct c		2.13
	142709-0	GG/Dividrs/Clear Tabs		2.32
	142714-0	GG/Deodorizer Air Effects Febreeze/Antibacteri		17.52
	142732-0	GG/Dividrs/Clear Tabs		2.32
	142748-0	GG/8.5x11 Paper/Flags		74.68
	142752-0	GG/AA Batteries 24 Pak		13.29
	142769-0	GG/Self Stick Pads/11x17 Paper/Folders		43.40
	142770-0	GG/2x8 Custom Signs		34.19
Total for this ACH Check for Vendor 0476:				189.85
ACH	0493	Kieffe & Sons Ford		
	25252	PD/TE-28 Oil Change Maintenance		47.74
Total for this ACH Check for Vendor 0493:				47.74
ACH	0509	Safety-KJeen Systems Inc.		
	71540829	Swr/Used Oil Stop Charge		159.50
Total for this ACH Check for Vendor 0509:				159.50
ACH	0543	BSE Rents		
	103544	Air/Genie TZ34/20 - 34" Towable-Electric		218.45
Total for this ACH Check for Vendor 0543:				218.45
ACH	0610	Abate-A-Weed Inc.		
	714987	PW/Roundup Promax 30Gal Drum		1,342.68
Total for this ACH Check for Vendor 0610:				1,342.68
ACH	0897	Mojave's #1 Service Center		
	1314455	Wtr/Road Service 2 Tires		2,669.04
	1314586	Wtr/Truck Disposal Fee/Tire Disposal Fee		64.50
Total for this ACH Check for Vendor 0897:				2,733.54
ACH	1037	Antelope Valley Press		
	9212016	ED/Acct 307672/Welcome Kern Banner Page 2"		100.00
Total for this ACH Check for Vendor 1037:				100.00
ACH	1155	RRM Design Group		
	0555-01-0816	Tehachapi Turf Replacement Landscape Design		2,710.00
Total for this ACH Check for Vendor 1155:				2,710.00
ACH	1286	M&M's Sports Uniforms & Embroidery		
	37193	GF/Mens T-Shirts-Ladies V-Neck Tees/Artwork		3,634.96
	37194	GF/Jerzees		1,903.88
	37195	GF/Jerzees		718.10
	37211	GF/Mens T-Shirts/Ladies V-Neck Tee		1,569.78

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	37224	GF/Sport Tek Polo		243.85
			Total for this ACH Check for Vendor 1286:	8,070.57
ACH	1413 344232	Kern Turf Supply Inc. Strts/Peb Diaph Bonnet Assy 150/200P		69.51
			Total for this ACH Check for Vendor 1413:	69.51
ACH	1505 2794958	Benz Construction Services GF/966336901/Toilet Svc for GranFondo		2,000.00
			Total for this ACH Check for Vendor 1505:	2,000.00
ACH	1846 C25203	Haaker Equipment Company Strts/Radiator JD Diesel		1,654.11
			Total for this ACH Check for Vendor 1846:	1,654.11
ACH	1947 14183	Tehachapi Lawn and Garden Equipment Const/Honda AF for Pressure Washer		18.26
			Total for this ACH Check for Vendor 1947:	18.26
ACH	1982 1206600-A 1206600-A-1 1206600-A-2 1206600-A-3 1206600-A-4 1206600-A-5 1206600-A-6 1206600-A-7 1206600-A-8 1206600-A-9 421105-S 422029-S	SSD Systems Air/Alarm Svc/314 Hayes Pilots Lounge/Oct 1-C DSD/Alarm Svc/129 East F St-Annex/Oct 1-Oct PW/Alarm Svc/800 Enterprise/Oct 1-Oct 31 201 Wtr/Alarm Svc/750 Enterprise-Water Treatment/ Swr/Alarm Svc/750 Enterprise-Water Storage/O Depot/Alarm Svc/101 Tehachapi Blvd-Fire Dep PD/Alarm Svc/220 C St-Police Dept/Oct 1-Oct 2 GG/Alarm Svc/115 S Robinson-City Hall/Oct 1- Const/Alarm Svc/100 Commercial Way/Oct 1-O Air/Alarm Svc/314 Hayes St-Pilots Lounge/Oct Wtr/Remote Programming-Ticket #695514 GG/Remote Programming/Ticket 696703		39.25 49.00 49.66 66.17 54.95 84.37 149.52 37.01 37.01 24.67 29.60 29.60
			Total for this ACH Check for Vendor 1982:	650.81
ACH	2111 880024	Swift Napa Auto Parts String Kit 4ft Insert		27.94
			Total for this ACH Check for Vendor 2111:	27.94
ACH	2201 97001 97015	SC Communications Inc. PD/Install EJB to Sam Units/Enhanced USB He PD/Replace Cable to Antena/Test & Troubleshoc		1,730.25 1,840.00
			Total for this ACH Check for Vendor 2201:	3,570.25
ACH	2236 23223	Pacific West Sound Inc. GranFondo Sound System Show @ Centennial F		2,370.70
			Total for this ACH Check for Vendor 2236:	2,370.70
ACH	2676 9222016	USPS-Hassler GG/Postage-Acct #216528/Agreement #400086		1,000.00
			Total for this ACH Check for Vendor 2676:	1,000.00
ACH	2752	Fastenal Company		

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	CATEH11919	PW/XL Gloves Pr		37.98
			Total for this ACH Check for Vendor 2752:	37.98
ACH	2776 0351-546101	Consolidated Electrical Dist. Air/47647 Blst Lamp		217.00
			Total for this ACH Check for Vendor 2776:	217.00
ACH	2914 160780	Icon Enterprises, Inc GG/Website Hosting & Support Qtly Fee/Jul 1 2		2,191.14
			Total for this ACH Check for Vendor 2914:	2,191.14
ACH	2963	AT&T		
	8529544	PD/9391055312/911 Dispatch/Aug 1-Aug 31 20		66.32
	8546454	Air/9391006711/DSL Fax/Aug 2-Sep 1 2016		42.70
	8546455	Swr/9391006714/Telemetry System/Aug 2-Sep 1		15.45
	8562483	PD/9391040069/Phone Lines/Aug 5-Sep 6 2016		411.01
	8562652	Swr/SCADA/9391006710/Aug 6-Sep 5 2016		110.53
	8562653	GG/9391006712/City Hall Line 1/Aug 6-Sep 5 2		417.69
	8562654	Swr/9391006713/WWTP Office/Aug 6-Sep 5 20		94.17
	8562655	Depot/9391006715/RR Depot/Aug 6-Sep 5 2016		42.83
	8562657	GG/9391006717/City Hall Fax/Aug 6-Sep 5 201		54.74
	8562658	Air/9391006718/AWOS/Aug 6-Sep 5 2016		15.54
	8562659	PW/9391006719/DSL Fax/Aug 6-Sep 5 2016		29.20
	8562660	Air/9391006720/Fuel System/Aug 6-Sep 5 2016		15.53
	8562661	LLD/9391006721/Auto Dialer 1002 Applewood		6.11
	8562852	PD/9391009314/Long Distance/Aug 6-Sep 5 20		19.30
	8575149	PD/9391055853/911 Alternate Answer Center/A		108.45
	8577128	PD/#9391006708/T1 Line/Aug 11-Sep 10 2016		6.75
	8605205	PD/Subscriber Access Line/9391006709/Aug 13		165.95
			Total for this ACH Check for Vendor 2963:	1,622.27
ACH	2994 208534	Richards Watson & Gershon GG/Special Counsel Services thru Aug 2016		26.15
			Total for this ACH Check for Vendor 2994:	26.15
ACH	3011	Verizon Wireless		
	9771211462	PD/471739616/Mobile Units		529.74
	9772012293	Fin/872239130/Mobile Broadband/Aug 14-Sep 1		38.01
	9772012293-1	Wtr/872239130/Mobile Broadband/Aug 14-Sep		15.01
	9772012293-2	Swr/872239130/Mobile Broadband/Aug 14-Sep		15.01
			Total for this ACH Check for Vendor 3011:	597.77
ACH	3147 668007	Linda Pettit GF/Potatoes for GranFondo		257.43
			Total for this ACH Check for Vendor 3147:	257.43
ACH	3174 C6517 C6520	Tehachapi Auto Glass PD/2015 Ford-Windshield DW1786GBY PD/2007 Ford-Left Front Window Regulator		246.85 187.49
			Total for this ACH Check for Vendor 3174:	434.34
ACH	3252 9172016	Knights Event Management GF/Security Sep 16th-17th 2016		549.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for this ACH Check for Vendor 3252:				549.00
ACH	3281	Statewide Traffic Safety & Signs Inc.		
	02007266	Strts/Sign Board		570.00
	12003840	Strts/Intl 1501 Blue Fast Dry		144.46
Total for this ACH Check for Vendor 3281:				714.46
ACH	3355	Got Weeds?		
	1137	Air/Maintenance-Aug 2016 - Sep 2016		1,200.00
Total for this ACH Check for Vendor 3355:				1,200.00
ACH	3579	TransUnion Risk and Alternative		
	712016	PD/Acct ID 378193/Person Search-Jun 1-Jun 30		25.00
	812016	PD/Acct ID 378193/Person Search-Jul 1-Jul 31		25.00
	912016	PD/Acct ID 378193/Person Search-Aug 1-Aug 3		25.00
Total for this ACH Check for Vendor 3579:				75.00
ACH	3605	Suzette Snider		
	9222016	GG/Notary Service		10.00
Total for this ACH Check for Vendor 3605:				10.00
ACH	3708	Customized Custodial Services		
	COT0716SS	GG/One Time Cleaning-Visitors Center Include		290.00
	COT0916SS	PD/Carpet Cleaning @ PD & Community Cente		565.00
	COT1016	City Hall/Janitorial Svc/Oct 2016		979.00
	COT1016-A	Airport/Janitorial Svc/Oct 2016		308.00
	COT1016-B	Depot/Janitorial Svc/Oct 2016		275.00
	COT1016-C	Police Dept/Janitorial Svc/Oct 2016		2,145.00
	COT1016-D	WWTP/Janitorial Svc/Oct 2016		291.50
	COT1016-E	Wtr/Janitorial Svc/Oct 2016		291.50
	COT1016-F	Senior Center/Janitorial Svc/Oct 2016		495.00
	COT1016-G	DSD/Janitorial Svc/Oct 2016		594.00
	COT1016-H	Construction/Janitorial Svc/Oct 2016		308.00
Total for this ACH Check for Vendor 3708:				6,542.00
ACH	3747	The Garage		
	6549	PW/Smog Inspection/2001 Honda CRV		12.49
	6549-A	Wtr/Smog Inspection/2001 Honda CRV		12.13
	6549-B	Swr/Smog Inspection/2001 Honda CRV		12.13
	6565	Swr/Smog Inspection/2004 Chevy Silverado 150		36.75
	6582	Wtr/Smog Inspection/2002 Chevy TrailBlazer		18.37
	6582-A	Swr/Smog Inspection/2002 Chevy TrailBlazer		18.38
	6609	Const/Smog Inspection/2006 Chevy Silverado 1:		36.75
	6618	Land/Smog Inspection/2007 Chevy Silverado 25		36.75
	6619	GG/Smog Inspection/2008 Ford Escape Hybrid		36.75
Total for this ACH Check for Vendor 3747:				220.50
ACH	3807	Diamond Technologies		
	17646	IT/Microsoft Office for M Murphys Laptop		317.08
Total for this ACH Check for Vendor 3807:				317.08
ACH	3855	Central Valley Occupational Med Grp		
	5717-27	GG/Preplacement Exam/New Hire-K Budge		178.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for this ACH Check for Vendor 3855:	178.00
ACH	3925 R15004-Z W13016-7	Cal Prime Inc Valley Blvd Bikeway Phase II Snyder Well Intertie Project		158,160.75 23,309.25
			Total for this ACH Check for Vendor 3925:	181,470.00
ACH	3932 9222016	Tehachapi Lions Club ED/24 City Council Listings/Picture Color		116.80
			Total for this ACH Check for Vendor 3932:	116.80
ACH	4000 1343	Big Jims PW/Gatorline .105 Squared		40.74
			Total for this ACH Check for Vendor 4000:	40.74
ACH	4011 BI61360-8827M	Babcock Laboratories, Inc. Swr/Water Analysis		314.00
			Total for this ACH Check for Vendor 4011:	314.00
ACH	4017 828894 828894-1	LabSource Inc Swr/Safe Grip Latex Exam Gloves/Med-Lg-Xlg Use Tax/7.5% of \$590		634.25 -44.25
			Total for this ACH Check for Vendor 4017:	590.00
ACH	4036 76209272	Waxie Sanitary Supply GG/24x33 8 Mic Nat		74.02
			Total for this ACH Check for Vendor 4036:	74.02
ACH	4048 104838 104838-A 104838-B	The Sidwell Company PW/City of Tehachapi Imp Server DSD/City of Tehachapi Imp Server GG/City of Tehachapi Imp Server		333.80 333.80 343.90
			Total for this ACH Check for Vendor 4048:	1,011.50
ACH	4049 81722 81723 81724	Signal Multimedia ED/661 Guide Size Modified ED/Signal SMC ED/Web Banner		31.25 31.25 125.00
			Total for this ACH Check for Vendor 4049:	187.50
ACH	4050 217076	South Bay Regional Public Safety Training PD/Basic Academy Requal #45/Sep 12th-30th 20		790.00
			Total for this ACH Check for Vendor 4050:	790.00
				232,845.61
				Report Total (52 checks):
				232,845.61

# Accounts Payable

## Check Detail

User: afrescas  
 Printed: 09/27/2016 - 1:15PM



Check Number	Check Date	Amount
<b>0061 - BSK Associates</b>		
45778	09/22/2016	
Inv 0077964		1,392.00
45778 Total:		1,392.00
<b>0061 - BSK Associates Total:</b>		1,392.00
<b>0155 - FedEx</b>		
45779	09/22/2016	
Inv 5-519-12373		36.69
Inv 5-519-12373-A		19.09
Inv 5-519-12373-B		19.19
Inv 5-519-12373-C		30.83
Inv 5-519-12373-D		15.53
45779 Total:		121.33
45795	09/26/2016	
Inv 5-547-48838		39.27
Inv 5-547-48838-A		19.19
45795 Total:		58.46
45797	09/26/2016	
Inv 5-547-48838-1RI		19.19
Inv 5-547-48838-RI		39.27
45797 Total:		58.46
<b>0155 - FedEx Total:</b>		238.25
<b>0426 - Tehachapi-Cummings County Water District</b>		
45792	09/22/2016	
Inv 09072016		844.79
Inv 09072016-A		1,994.83
Inv 09072016-B		1,189.46
Inv 09072016-C		141.11
Inv 09072016-D		7,767.92
Inv 09072016-E		552.16
Inv 09072016-F		217.52
45792 Total:		12,707.79

Check Number	Check Date	Amount
<b>0426 - Tehachapi-Cummings County Water District Total:</b>		12,707.79
<b>0428 - Tehachapi Flower Shop</b>		
45788	09/22/2016	
Inv 9202016		105.35
45788 Total:		105.35
<b>0428 - Tehachapi Flower Shop Total:</b>		105.35
<b>0433 - Tehachapi Recycling</b>		
45789	09/22/2016	
Inv 7222016		14,907.68
45789 Total:		14,907.68
<b>0433 - Tehachapi Recycling Total:</b>		14,907.68
<b>0434 - Tehachapi Sanitation</b>		
45790	09/22/2016	
Inv 7122016		70,337.30
Inv 732016		14,401.21
45790 Total:		84,738.51
<b>0434 - Tehachapi Sanitation Total:</b>		84,738.51
<b>0476 - WITTS Everything for the Office 001-010-6010-000</b>		
45794	09/22/2016	
Inv 142017-1		197.80
45794 Total:		197.80
<b>0476 - WITTS Everything for the Office Total:</b>		197.80
<b>0478 - Zee Medical Service</b>		
45772	09/20/2016	
Inv 34-223344		165.17
Inv 34-223345		54.12
Inv 34-223345-A		54.13
Inv 34223349		44.34
Inv 34-223351		63.48
Inv 34-223353		88.10
45772 Total:		469.34
<b>0478 - Zee Medical Service Total:</b>		469.34
<b>0832 - ACWA/JPIA</b>		
45775	09/22/2016	

Check Number	Check Date	Amount
Inv 0433228		57,303.77
Inv 0433228-A		1,470.64
Inv 0433228-B		8,279.88
Inv 0433228-C		164.17
Inv 0433228-D		1,313.16
Inv 0433228-E		21.18
Inv 0433228-F		1,382.55
Inv 0433228-G		42.33
<b>45775 Total:</b>		<b>69,977.68</b>
<b>0832 - ACWA/JPIA Total:</b>		<b>69,977.68</b>
<b>0842 - Kern Transit 446-446-6737-000</b>		
45773	09/20/2016	
Inv 6302016		12,881.76
Inv 6302016-1		-253.25
<b>45773 Total:</b>		<b>12,628.51</b>
<b>0842 - Kern Transit Total:</b>		<b>12,628.51</b>
<b>1865 - Kern EDC 511-511-6300-000</b>		
45782	09/22/2016	
Inv 6868		5,000.00
<b>45782 Total:</b>		<b>5,000.00</b>
<b>1865 - Kern EDC Total:</b>		<b>5,000.00</b>
<b>2111 - Swift Napa Auto Parts</b>		
45787	09/22/2016	
Inv 875734		6.71
<b>45787 Total:</b>		<b>6.71</b>
<b>2111 - Swift Napa Auto Parts Total:</b>		<b>6.71</b>
<b>2580 - Tehachapi Warriors Booster Club Inc. 001-000-2191-000</b>		
45791	09/22/2016	
Inv 9202016		800.00
<b>45791 Total:</b>		<b>800.00</b>
<b>2580 - Tehachapi Warriors Booster Club Inc. Total:</b>		<b>800.00</b>
<b>3104 - Hilltop Publishers Home of the Loop</b>		
45780	09/22/2016	
Inv 17813		400.00
<b>45780 Total:</b>		<b>400.00</b>

Check Number	Check Date	Amount
<b>3104 - Hilltop Publishers Home of the Loop Total:</b>		400.00
<b>3248 - Three Way Automotive Group</b>		
45774	09/21/2016	
Inv 9202016		33,146.68
45774 Total:		33,146.68
<b>3248 - Three Way Automotive Group Total:</b>		33,146.68
<b>3274 - Bright House Networks 001-010-7320-000</b>		
45777	09/22/2016	
Inv 064495401091516		173.76
45777 Total:		173.76
<b>3274 - Bright House Networks Total:</b>		173.76
<b>3428 - Red House BBQ</b>		
45785	09/22/2016	
Inv 9202016		8,343.00
45785 Total:		8,343.00
<b>3428 - Red House BBQ Total:</b>		8,343.00
<b>3746 - KGET 17</b>		
45783	09/22/2016	
Inv 2668068		800.00
45783 Total:		800.00
<b>3746 - KGET 17 Total:</b>		800.00
<b>3747 - The Garage</b>		
45793	09/22/2016	
Inv 6263		36.75
Inv 6264		36.75
Inv 6265		36.75
Inv 6286		36.75
Inv 6287		36.75
Inv 6321		36.75
Inv 6323		36.75
Inv 6328		36.75
Inv 6335		36.75
Inv 6341		114.55
Inv 6395		36.75
Inv 6561		36.75
45793 Total:		518.80

Check Number	Check Date	Amount
<b>3747 - The Garage Total:</b>		518.80
<b>3848 - O'Reilly Automotive Inc</b>		
45784	09/22/2016	
Inv 4447183269		48.81
Inv 4447183276		257.99
Inv 4447183350		44.04
Inv 4447183570		17.17
Inv 4447183633		52.30
45784 Total:		420.31
<b>3848 - O'Reilly Automotive Inc Total:</b>		420.31
<b>3943 - Sintra Group</b>		
45786	09/22/2016	
Inv 2016227		8,976.00
45786 Total:		8,976.00
<b>3943 - Sintra Group Total:</b>		8,976.00
<b>4020 - AT&amp;T Long Distance</b>		
45776	09/22/2016	
Inv 8222016		11.71
45776 Total:		11.71
<b>4020 - AT&amp;T Long Distance Total:</b>		11.71
<b>4046 - Honey Wagon Brewing Co</b>		
45781	09/22/2016	
Inv 9202016		2,250.00
45781 Total:		2,250.00
<b>4046 - Honey Wagon Brewing Co Total:</b>		2,250.00
<b>ub*01648 - Wood, J.L.</b>		
45798	09/26/2016	
Inv 6212016-RI		37.97
45798 Total:		37.97
<b>ub*01648 - Wood, J.L. Total:</b>		37.97

Check Number    Check Date

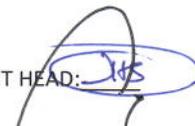
Amount

Total:

258,247.85



# COUNCIL REPORTS

APPROVED	
DEPARTMENT HEAD:	
CITY MANAGER:	

MEETING DATE: October 3, 2016    AGENDA SECTION: DEVELOPMENT SERVICES

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

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

**DATE:**                SEPTEMBER 21, 2016

**SUBJECT:**            PROGRAM SUPPLEMENT AGREEMENT & RESOLUTION

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**BACKGROUND:**

As the Council may be aware, the City has been allocated funding and has received an Authorization to Proceed from the California Department of Transportation (Cal Trans) for the Active Transportation Program (ATP) in connection with the improvements on Curry Street, Valley Boulevard Anita Drive and Dennison Road known as the SRTS Gap Closure Project. According to the Master Agreement between the City and Cal Trans, the City is obligated to approve and sign a Program Supplement Agreement on a project-by-project basis for certain programs that do not fall under that Master Agreement. This agreement is for the construction phase of the project

Attached to this memorandum is Program Supplement Agreement No. N022 Rev. 1 for the SRTS Gap Closure Project as well as a Resolution authorizing the Mayor to execute same. This is a necessary step that must occur in order to receive state reimbursement for any funds expended on the construction of this project.

**RECOMMENDATION:**

**ADOPT RESOLUTION AUTHORIZING THE MAYOR TO SIGN AND EXECUTE PROGRAM SUPPLEMENT AGREEMENT NO. N022 REV. 1 TO ADMINISTERING AGENCY-STATE MASTER AGREEMENT NO. 09-5184R, PROJECT NO. ATPL-5184(026).**

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI  
AUTHORIZING THE MAYOR TO SIGN AND EXECUTE PROGRAM  
SUPPLEMENT AGREEMENT NO. N022 REV. 1 TO ADMINISTERING  
AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECTS,  
AGREEMENT NO. 09-5184R, PROJECT NO. ATPL-5184 (026)**

WHEREAS, the Congress of the United States has enacted the Intermodal Surface Transportation Efficiency Act of 1991 to fund programs which include, but are not limited to, the Regional Surface Transportation Program (RSTP), the Congestion Mitigation and Air Quality Improvement Program (CMAQ), the Transportation Enhancement Activities Program (TEA), and the Highway Bridge Replacement and Rehabilitation Program (HBRR)(collectively "the Programs"); and

WHEREAS, The legislature of the State of California has enacted legislation by which certain Federal funds may be available for use on local transportation facilities of public entities qualified to act a recipients of these federal funds in accordance with the intent of Federal Law; and

WHEREAS, before Federal-aid will be made available for a specific project, the City of Tehachapi (Administering Agency) and the California Department of Transportation (Caltrans) are required to enter into an agreement relative to prosecution of said project and maintenance of the completed facility; and

WHEREAS, the ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECTS, AGREEMENT NO. 09-5184R, (Master Agreement) has no force or effect with respect to any Program project unless and until a project-specific Program Supplement to this Master Agreement has been executed;

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows: that the Mayor of the City of Tehachapi is herewith authorized to sign and execute the PROGRAM SUPPLEMENT AGREEMENT NO. N022 REV. 1 TO ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECTS, AGREEMENT NO. 09-5184R, FOR PROJECT NO. ATPL-5184 (026), between the City of Tehachapi and Caltrans.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Tehachapi at a regular meeting this 3<sup>rd</sup> day of October, 2016.

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSENT: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_

\_\_\_\_\_  
SUSAN WIGGINS, MAYOR  
City of Tehachapi, California

ATTEST:

\_\_\_\_\_  
TORI MARSH, CITY CLERK  
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 October 3, 2016.

\_\_\_\_\_  
TORI MARSH, CITY CLERK  
City of Tehachapi, California

**PROGRAM SUPPLEMENT NO. N022 Rev. 1**  
to  
**ADMINISTERING AGENCY-STATE AGREEMENT**  
**FOR FEDERAL-AID PROJECTS NO 09-5184R**

**Adv Project ID**                      **Date:** August 30, 2016  
0915000032                      **Location:** 09-KER-0-THPI  
**Project Number:** ATPL-5184(026)  
**E.A. Number:**  
**Locode:** 5184

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 03/13/07 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. \_\_\_\_\_ approved by the Administering Agency on \_\_\_\_\_ (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

**PROJECT LOCATION:**

Curry St. from Valley Blvd. to "C" St., Valley Blvd. from Clearview St. to Dennison Rd., Anita Dr. from Clark St. to Dennison Rd., Dennison Rd. from Valley Blvd. to Anita Dr.

**TYPE OF WORK:** Curb, gutter, sidewalk, ADA-compliant curb ramps, crosswalks, and Class II bicycle lanes                      **LENGTH:** 0.2(MILES)

Estimated Cost	Federal Funds		Matching Funds	
			LOCAL	OTHER
\$1,173,000.00	M3E2	\$70,000.00		
	Z302	\$780,000.00	\$0.00	\$323,000.00

**CITY OF TEHACHAPI**

**STATE OF CALIFORNIA**  
**Department of Transportation**

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_  
Attest \_\_\_\_\_

By \_\_\_\_\_  
**Chief, Office of Project Implementation**  
**Division of Local Assistance**  
Date \_\_\_\_\_

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer Jennie Yee

Date 9/7/16                      \$850,000.00



**SPECIAL COVENANTS OR REMARKS**

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

**SPECIAL COVENANTS OR REMARKS**

1. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

C. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

D. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

E. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal

**SPECIAL COVENANTS OR REMARKS**

obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

G. As a condition for receiving federal-aid highway funds for PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at [www.sam.gov](http://www.sam.gov).

H. This PROJECT is programmed to receive Federal funding from the Active Transportation Program (ATP). Funding may be provided under one or more components. A component(s) specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the component(s) identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per component(s).

This PROGRAM SUPPLEMENT has been prepared to allow reimbursement of eligible PROJECT expenditures for the component(s) allocated. The start of reimbursable expenditures is restricted to the later of either 1) the effective date of the component specific allocation or the effective date of the federal obligation of funds.

**SPECIAL COVENANTS OR REMARKS**

I. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY also agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration and that STATE funds available for reimbursement will be limited to the amounts allocated by the California Transportation Commission and/or STATE.

J. Upon ADMINISTERING AGENCY request, the CTC and/or STATE may approve supplementary allocations, time extensions, and fund transfers between components. Funds transferred between allocated project components retain their original timely use of funds deadlines, but an approved time extension will revise the timely use of funds criteria for the component(s) and allocation(s) requested. Approved supplementary allocations, time extensions, and fund transfers between components made after the execution of this PROGRAM SUPPLEMENT will be documented and considered subject to the terms and conditions thereof. Documentation will consist of a Federal Highway Administration-approved "Authorization to Proceed" notification, a STATE approved Allocation Letter, Fund Transfer Letter, Time Extension Letter, and Finance Letter, as appropriate.

K. This PROJECT will be administered in accordance with the applicable CTC STIP guidelines and the Active Transportation Program guidelines as adopted or amended, the Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), and this PROGRAM SUPPLEMENT.

L. The submittal of invoices for PROJECT costs shall be in accordance with the above-referenced publications and the following. The ADMINISTERING AGENCY shall invoice STATE for environmental & permits, plans specifications & estimate, and right-of-way costs no later than 180 days after the end of last eligible fiscal year of expenditure. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance, whichever occurs first, to make the final payment to the contractor and prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.

M. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement are available only upon the passage of the State Budget Act containing these Federal funds.

N. This PROJECT is subject to the timely use of funds provisions enacted by the ATP Guidelines, as adopted or amended, and by approved CTC and State procedures as outlined below.

Funds allocated for the environmental & permits (E&P), plan specifications & estimate (PS&E), and right-of-way components are available for expenditure until the end of the second fiscal year following the year in which the funds were allocated.

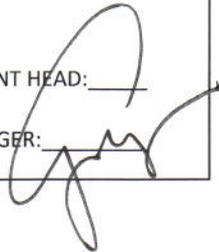
**SPECIAL COVENANTS OR REMARKS**

Funds allocated for the construction component are subject to an award deadline and contract completion deadline. ADMINISTERING AGENCY agrees to award the contract within 6 months of the construction fund allocation and to complete and accept the construction within 36 months of award.

O. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to comply with all reporting requirements in accordance with the Active Transportation Program Guidelines, as adopted or amended.



APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____



# COUNCIL REPORTS

**MEETING DATE:      AGENDA SECTION: POLICE DEPARTMENT**

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

**FROM:                 KENT KROEGER, POLICE CHIEF**

**DATE:                 DATE: September 19<sup>th</sup>, 2016**

**SUBJECT:             ACCEPTANCE OF POST PUBLIC SAFETY DISPATCHER PROGRAM**

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## 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. Staff is requesting a modification to the COT ordinance 2.20 to allow the Public Safety Dispatchers to be certified through POST.

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 modification to Ordinance 2.20 approving the Public Safety Dispatchers participation in the POST program.

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI AMENDING ORDINANCE NO. 690 AND TEHACHAPI MUNICIPAL CODE SECTION 2.20.020 PERTAINING TO PEACE OFFICER STANDARDS AND TRAINING FOR PUBLIC SAFETY DISPATCHERS.**

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**THE CITY COUNCIL OF THE CITY OF TEHACHAPI DOES HEREBY ORDAIN AS FOLLOWS:**

**Section 1.            AMENDMENT.**

Tehachapi Municipal Code Section 2.20.020 is hereby replaced with the following:

**"2.20.020-Recruitment and training standards:**

A. Pursuant to Sections 13510.1 and 13512 of the California Penal Code, the Tehachapi Police Department with adhere to the standards for recruitment and training established by the Commission on Peace Officer Standards and Training.

B. Pursuant to Sections 13510(c) and 13512 of the California Penal Code, the City of Tehachapi shall adhere to the standards for recruitment and training established by the Commission on Peace Officer Standards and Training for recruitment and training standards of public safety dispatchers. The City's public safety dispatchers shall participate in the public safety dispatcher program offered by the Commission on Peace Officer Standards and Training."

**Section 2.                    SEVERABILITY.**

Each of the provisions of this Ordinance are severable. If any provision shall be declared to be invalid, the remaining provisions shall not be affected thereby but shall remain in full force and effect.

**Section 3.                    ENVIRONMENTAL QUALITY ACT**

This Ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines and is not a project which has the potential for causing a significant effect on the environment.

**Section 4.                    EFFECTIVE DATE.**

This Ordinance shall take effect thirty (30) days after the date of its passage and within fifteen (15) days of its passage shall be published in any manner authorized by law in the Tehachapi News, a newspaper of general circulation, printed and published in the City of Tehachapi.

**INTRODUCED** at a regular meeting of the City Council of the City of Tehachapi, California on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**PASSED AND ADOPTED**, at a regular meeting of the City Council of the City of Tehachapi, California on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by the following vote:

AYES:                    COUNCIL MEMBERS: \_\_\_\_\_

NOES:                    COUNCIL MEMBERS: \_\_\_\_\_

ABSENT:                    COUNCIL MEMBERS: \_\_\_\_\_

ABSTAIN:                    COUNCIL MEMBERS: \_\_\_\_\_

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

ATTEST:

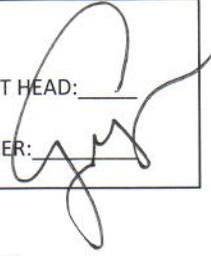
\_\_\_\_\_  
TORI MARSH City Clerk  
of the City of Tehachapi, California

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

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

Published: \_\_\_\_\_



APPROVED	
DEPARTMENT HEAD:	
CITY MANAGER:	

# COUNCIL REPORTS

MEETING DATE: OCTOBER 3, 2016 AGENDA SECTION: POLICE DEPARTMENT

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

**FROM:** AARON PRICE, CODE ENFORCEMENT OFFICER

**DATE:** OCTOBER 3, 2016

**SUBJECT:** EMERGENCY ABATEMENT AT 515 EAST "E" STREET

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## BACKGROUND

Pursuant to Municipal Code Section 1.16.065M, emergency abatements may be conducted by the city when it is in the interest of public health and/ or public safety. This code also requires a hearing before the city council following such abatement in order to determine whether the Code Enforcement Officer's abatement was appropriate.

On July 28, 2016, I inspected the subject property to verify that it was vacant due to it having recently been disconnected from water service and therefor becoming uninhabitable. During the inspection I found that the property had significantly overgrown vegetation. The vegetation was overgrown to an extent that it could harbor or attract: rats, vermin, or other nuisances. There was also dry brush which constituted a fire hazard. A Notice of Violation was posted on the property and mailed to the owner of record, however I was informed by neighbors that the owner was deceased.

On August 19, 2016 I attempted to contact a possible relative of the owner by telephone based newly obtained information from one of the neighbors. I left a voicemail advising that an Abatement Warrant had been issued but received no call in return.

On August 24, 2016, an Abatement Warrant was executed on the property. Through the use of a private contractor the city had the dry brush and overgrown vegetation removed. At the time of my arrival I observed that a relatively small amount of tree branches and overgrown vegetation had been removed but due the continued existence of a fire hazard and lack of communication from anyone claiming responsibility for the property the abatement continued as planned.

## RECOMMENDATION

Staff recommends that the City Council approves emergency abatement actions conducted by Code Enforcement at 515 East "E" Street and also approve a lien in the amount of \$1,691.00 for the cost of the abatement.



08.15.2016 09:58



08.15.2016 10:01



08.23.2016 10:41



08.23.2016 15:36



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

# COUNCIL REPORTS

MEETING DATE: OCTOBER 3, 2016    AGENDA SECTION: CITY MANAGER

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

**FROM:**                GREG GARRETT, CITY MANAGER

**DATE:**                SEPTEMBER 27, 2016

**SUBJECT:**            NON-COMMERCIAL HANGAR RENTAL AGREEMENT – HANGAR 20E

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## BACKGROUND

The City of Tehachapi owns hangar 20E located at the Tehachapi Municipal Airport and was recently approached by Kenneth & Janet Roysden for rental of the hangar. Mr. & Mrs. Roysden are requesting a new Non-Commercial Hangar Rental Agreement with a term starting on October 1, 2016.

## FISCAL IMPACT

Rental Payment:  
\$275.40.00/month  
\$3304.80/year

## RECOMMENDATION

**APPROVE THE NON-COMMERCIAL HANGAR RENTAL AGREEMENT FOR HANGAR 20E BETWEEN THE CITY OF TEHACHAPI AND CLYDE KENNETH ROYSDEN & JANET SENNEWALD-ROYSDEN**

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

**THIS AGREEMENT**, hereinafter referred to as this "Agreement", is made and entered into this third day of October, 2016, by and between the CITY OF TEHACHAPI, hereinafter referred to as "Landlord", and Clyde Kenneth Roysden & Janet Sennewald-Roysden, hereinafter referred to as "Tenant".

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

1. **PREMISES:**

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

2. **TERM:**

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

3. **RENTAL CONSIDERATION:**

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

4. **INTEREST:**

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

5. **PURPOSE; NUISANCE:**

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

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

sole cost and expense and Landlord shall have no liability to Tenant therefor nor for any damage to the premises or to the hangar or to property therein or thereon. Tenant shall reimburse Landlord in full within thirty (30) days of the date of an invoice from Landlord to Tenant for the cost of same and any delinquency in the payment thereof shall accrue interest at the rate of ten percent (10%) per annum.

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

**6. CONDITION OF PREMISES:**

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

**7. SAFETY:**

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

**8. ALTERATIONS:**

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

**9. SIGNS:**

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

**10. UTILITY EXTENSION OR MODIFICATION:**

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

**11. UTILITIES:**

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

**12. MAINTENANCE:**

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

**13. FAILURE TO REPAIR:**

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

**14. COMPLIANCE WITH LAW:**

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

**15. RIGHT OF INSPECTION:**

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

**16. INDEMNIFICATION:**

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

**17. WORKERS COMPENSATION:**

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

**18. TAXES AND ASSESSMENTS:**

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

**19. LIABILITY INSURANCE:**

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

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

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

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

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

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

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

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

**21. AERONAUTICAL RESTRICTIONS:**

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

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

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

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

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

Aeronautical Division of the California Department of Transportation, or the airport ceases to be operated as an airport, then this Agreement may be terminated by Tenant, at its option, by its giving of at least thirty (30) days written notice thereof Landlord.

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

**22. SUBLETTING:**

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

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

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

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

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

**24. BANKRUPTCY:**

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

available to it, Landlord may, at its option by written notice to Tenant, terminate this Agreement and all rights and interest of Tenant and all other persons under this Agreement. The term "Tenant", as used in this paragraph, includes any individual, partnership, or corporation who is a Tenant hereunder, even though several individuals, partnership, or corporations are such, and includes each partner of any partnership, which is Tenant hereunder.

**25. WAIVER OF BREACH:**

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

**26. BREACH:**

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

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

**27. NEGATION OF PARTNERSHIP:**

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

**28. SURRENDER OF PREMISES:**

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

**29. ENTIRE AGREEMENT:**

This Agreement contains all agreements of the parties with respect to the subject matter described herein. No prior agreements or understandings whether oral or in writing pertaining to

any such matter shall be effective or of any force or effect.

**30. VENUE AND GOVERNING LAW:**

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

**31. COVENANTS AND CONDITIONS:**

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

**32. TIME OF THE ESSENCE:**

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

**33. SEVERABILITY:**

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

**34. AUTHORIZED AGENT OF Landlord:**

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

**35. NOTICES:**

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

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

TO Tenant:         Ken & Janet Roysden  
                            18550 Kern Ct  
                            Tehachapi, CA 93561  
                            661-822-4749 (K)562-787-1252 (J)661-972-0664

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

**36. BINDING:**

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

**37. CAPTIONS:**

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

**38. AMENDMENTS:**

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

**39. ATTORNEY'S FEES:**

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

**40. RECORDATION:**

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

**41. COUNTERPARTS:**

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

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

Landlord:

Tenant:

CITY OF TEHACHAPI

By: \_\_\_\_\_  
Mayor of the City of  
Tehachapi, California

By: \_\_\_\_\_  
Clyde Kenneth Roysden

By: \_\_\_\_\_  
Janet Sennewald-Roysden