

CITY OF CALIFORNIA CITY

SEPTEMBER 9, 2025

Marquette Hawkins
MAYOR

Michael Hurlles
Ronald Smith
COUNCIL MEMBERS

Christopher Lopez
CITY MANAGER



NOTICE OF AMENDED

REGULAR MEETING AGENDA

**CITY COUNCIL/ HOUSING AUTHORITY/ SUCCESSOR AGENCY
REGULAR MEETING
TUESDAY SEPTEMBER 9, 2025 @ 5:00PM
COUNCIL CHAMBERS & VIA ZOOM
21000 HACIENDA BLVD., CALIFORNIA CITY, CA 93505**

If you need special assistance to participate in this meeting, contact the City Clerk at (760) 373-7140 or via email at Cityclerk@californiacity-ca.gov. We request a 24-hour notification prior to the meeting in order for the City to make reasonable arrangements to ensure accessibility. (28 CFR 35.102-35.104 American Disabilities Act Title II)

AMENDMENT:

Corrections made to **NB 1**.

1. Removal of Resolution 25-3163
2. Corrections made to Staff Report
3. Correction made to Subject Title
4. Correction made to Recommendation

Previous Subject Title: *Consideration of Resolutions Calling a Special Election for Filling Up To Two (2) Vacancies*

Previous Recommendation:

1. Adopt
2. Or adopt resolutions calling for a special municipal election to fill two (2) vacancies on the City Council and authorize the City Clerk as follows:
 1. Resolution calling the Special Election to fill the two vacancies to be held on June 2, 2026; and
 2. Resolution requesting that this Special Election be consolidated with the Statewide Primary Election being held by the County on June 2, 2026; and
 3. Resolution concerning procedures for candidate statements; and
 4. Resolution concerning procedures in the case of a tie vote; and

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5. Authorize the City Clerk to finalize and make such modifications to these Resolutions as maybe required by Kern County and applicable law, subject to the City Attorney's approval as to form.

Corrected Subject Title: *Consideration of Resolutions calling a Special Election for filling up to two vacancies or the Appointment of up to two council members to fill vacancies on the city council*

Corrected Recommendation:

1. *Motion to appoint up to two (2) Councilmembers; or*
2. *Adopt resolutions calling for a special municipal election to fill two (2) vacancies on the City Council and authorize the City Clerk as follows:*
 1. *Resolution calling the Special Election to fill the two vacancies to be held on June 2, 2026; and*
 2. *Resolution requesting that this Special Election be consolidated with the Statewide Primary Election being held by the County on June 2, 2026; and*
 3. *Resolution concerning procedures for candidate statements; and*
 4. *Resolution concerning procedures in the case of a tie vote; and*
 5. *Authorize the City Clerk to finalize and make such modifications to these Resolutions as may be required by Kern County and applicable law, subject to the City Attorney's approval as to form.*

AFFIDAVIT OF POSTING— September 6, 2025

I, Leannndrea Weible, Acting City Clerk for the City of California City, California, DO HEREBY CERTIFY that the foregoing notice was posted on all official City bulletin boards and the City's website at least 72 hours prior to the meeting in compliance with the provisions of the Brown Act.

Leannndrea Weible

Leannndrea Weible, Acting City Clerk

CITY OF CALIFORNIA CITY

SEPTEMBER 9, 2025

Marquette Hawkins
MAYOR

Michael Hurles
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COUNCIL MEMBERS

Christopher Lopez
CITY MANAGER



AGENDA

*CITY COUNCIL/ HOUSING AUTHORITY/ SUCCESSOR AGENCY
REGULAR MEETING TUESDAY SEPTEMBER 9, 2025 @ 5:00 PM
COUNCIL CHAMBERS & VIA ZOOM
21000 HACIENDA BLVD., CALIFORNIA CITY, CA 93505*

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Zoom instructions and notes:

Web Link: <https://us06web.zoom.us/j/86418884282>

Meeting ID: 864 1888 4282

1. Public can dial into the Zoom line:
 - a. One tap mobile: +16694449171,87254527178# US
 - b. Dial the following number: +1 564 217 2000 US
2. Comments
 - a. Public must join Zoom meeting to comment
 - b. Keep your mic on **Mute** until you are requested to speak
 - c. Use the "Raise your Hand" button to request to speak or,
 - d. Send a chat request to City Clerk for request to speak
 - e. When requested to speak state your name for the record
 - f. Re-mute when your time to speak has ended

CITY OF CALIFORNIA CITY

SEPTEMBER 9, 2025

*Public is urged to listen to the meeting in a quiet place, to avoid background noise. We also request public to **MUTE** your audio device when not commenting to avoid disruption during meeting.*

***Please take this time to turn off your cell phones ***

CLOSED SESSION 4:00PM

CALL TO ORDER

ROLL CALL

Councilmembers: Hurles, Smith, Mayor Hawkins

ADOPT THE AGENDA

PUBLIC COMMENT

Members of the public are welcome to address the City Council **ONLY** on those items listed on the Closed Session agenda. Each member of the public will be given (3) three minutes to speak

CLOSED SESSION

- CS 1. Conference with Legal Counsel – Anticipated Litigation, Significant exposure to litigation pursuant to § 54956.9(b) Number of Matters- One (1)
- CS 2. Conference with Legal Counsel –Existing litigation pursuant to § 54956.9
Claimant: Justin Vincent, Case No. BCV-25-102867
- CS 3. Conference with Labor Negotiators pursuant to §54957.6
Employee Organization: Miscellaneous, Police and Fire Unions

REPORT OUT OF CLOSED SESSION

CITY COUNCIL CONVENES TO REGULAR MEETING

REGULAR MEETING 5:00PM

CALL TO ORDER

PLEDGE OF ALLIGANCE / INVOCATION

ROLL CALL –

Councilmembers: Hurles, Smith, Mayor Hawkins

CITY OF CALIFORNIA CITY

SEPTEMBER 9, 2025

DEPARTMENT REPORTS

PARK
OHV
HOUSING

CITY CLERK REPORTS/RECEIVED COMMUNICATIONS

JM POWERS- DATED:

AUGUST 1, 2025- Council Should Establish A Policy Identifying Essential Vs. Non-Essential City Services

AUGUST 2, 2025- City Financials Perils Persist With The 2025/26 Budget

AUGUST 3, 2025- City's High Legal Litigation And Settlement Costs Burden Low Income Families

AUGUST 30, 2025- Part 1, Water Enterprise Cash Grew To \$11m In Just Over 4 Years And Why

SEPTEMBER 1, 2025- Part 3, Water Rates Are At Risk Of Ballooning Due To City Mis-management

CIVIC/COMMUNITY/ORGANIZATION ANNOUNCEMENTS

PRESENTATIONS

PUBLIC BUSINESS FROM THE FLOOR / PUBLIC COMMENT

This portion of the meeting is reserved for the public to address the City Council on any matter **NOT on this agenda** and over which the City Council has jurisdiction. Please state your name for the record and limit your comments to (3) three minutes. The City Council will receive the comments but cannot engage in back-and-forth discussion with the public or make any decision. The City Council can direct staff to bring the item back to a future agenda for discussion.

CONSENT CALENDAR

WAIVER OF FULL READING OF RESOLUTIONS AND ORDINANCES

Consideration to waive full-text reading of all Resolutions and Ordinances by single motion made at the start of each meeting, subject to the ability of the City Council / Agency to read the full text of selected resolutions and ordinances when the item is addressed by subsequent motion. All items on the consent calendar are considered routine, and non-controversial and will be approved by (1) one motion if no member of the council, staff, or public wishes to comment or ask questions. Public comments are to be limited to (3) three minutes. Roll call vote required.

CC 1. Approve City Check Registers dated 7/18/25-8/7/25, 8/8/25-8/21/25 and 8/22/25-9/4/25

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NEW BUSINESS

- NB 1.** Staff Report: Christy Marie Lopez, Assistant Attorney
Subject: Consideration of Resolutions calling a Special Election for filling up to two vacancies or the Appointment of up to two council members to fill vacancies on the city council
Recommendation:
1. Adopt
 2. Or adopt resolutions calling for a special municipal election to fill two (2) vacancies on the City Council and authorize the City Clerk as follows:
 1. Resolution calling the Special Election to fill the two vacancies to be held on June 2, 2026; and
 2. Resolution requesting that this Special Election be consolidated with the Statewide Primary Election being held by the County on June 2, 2026; and
 3. Resolution concerning procedures for candidate statements; and
 4. Resolution concerning procedures in the case of a tie vote; and
 5. Authorize the City Clerk to finalize and make such modifications to these Resolutions as may be required by Kern County and applicable law, subject to the City Attorney's approval as to form.
- NB 2.** Staff Report: Christopher Lopez, City Manager- Joe Barragan, Public Works Director
Subject: A Resolution Of The City Council Of The City Of California City Authorizing The City Manager To Execute The Contract With BHT Engineering, Inc. For On-Call Professional Engineering Services For Local, State, And Federally Funded Projects
Recommendation: Adopt the Resolution Of The Mayor and City Council Of The City Of California City Authorizing The City Manager To Execute The Contract With BHT Engineering, Inc. For On-Call Professional Engineering
- NB 3.** Staff Report: Christopher Lopez, City Manager
Subject: Discuss and Provide Direction Regarding the City's Financial Issues
Recommendation: Provide Direction on Beginning the Neutral Evaluation Process
- NB 4.** Subject: Discussion and Direction regarding \$5,000.00 grant received from African American Mayor's Association

COUNCILMEMBER COMMENTS, AGENDA REQUESTS, AND AB1234 REPORTS

This portion of the meeting is reserved for council members to present information, announcements, and items that have come to their attention. The Brown Act precludes Council, staff, or public discussion. Short staff responses are appropriate. The Council will take no formal action. A Council member may request the City Clerk to calendar an item for consideration at a future meeting or refer an item to staff.

ADJOURNMENT

CITY OF CALIFORNIA CITY

SEPTEMBER 9, 2025

AFFIDAVIT OF POSTING-September 5, 2025

I, Leandrea Weible, Acting City Clerk for the City of California City, California, DO HEREBY CERTIFY that the foregoing notice was posted on all official City bulletin boards and the City's website at least 72 hours prior to the meeting in compliance with the provisions of the Brown Act.



COUNCIL AGENDA ITEM

September 9, 2025

TO: Honorable Mayor and City Council

**FROM: Christopher Lopez, City Manager
Leannrea Weible, Park Coordinator**

SUBJECT: Park and Recreation Monthly Department Report

CURRENTLY:

Sunday Mornings Holy Scriptures Church Service is held in the Arts and Community Building
Wednesdays the Strata Center is used for Zumba Classes from 5-6pm.

Tuesday – Saturday the pool is open. Below is the scheduled hours of operation

- **Monday-CLOSED**
- Tuesday- 3:30pm-6:30pm / Water Aerobics 2pm-3pm
- Wednesday- 3:30pm-6:30pm
- Thursday- 3:30pm-6:30pm / Water Aerobics 2pm-3pm
- Friday- 1:00-6:00pm
- Saturday 11:00am-6:00pm
- **Sunday-CLOSED**

UPCOMING:

Next Regular Parks and Rec commission Meeting is scheduled for 9/15/2025 @ 5:30pm in the City Council Chambers located at City Hall
21000 Hacienda Blvd
California City, CA 93505.

*****REMINDERS*****

- *Anyone interested in volunteering at the park can pick up a Volunteer application at City Hall.*
- *If you have a talent or know someone who does and want to share it with others, please contact the Park Coordinator (760) 373-3530*



COUNCIL AGENDA ITEM

September 9, 2025

TO: Honorable Mayor and City Council

FROM: Christopher Lopez, City Manager
Inge Elmes, OHV Manager

SUBJECT: OHV MONTHLY DEPARTMENT REPORT

Events

Labor Day Holiday weekend brought out a fair number of visitors considering the temperature was still too hot. A total of 28 RV groups were visible during the weekend. Borax Bill Park Campground RV spots were fully rented to OHV enthusiasts. The next major holiday weekend will be Columbus Day, which brings out a substantial increase in visitors, weather dependent.

Operations

Staff is focusing on preparing for new grant cycle which begins this month.

Manager Updates

The main focus is closing out G24 grant cycle and preparing for the new permit and grant season.

Finance Report

For the month of August, OHV sales totaled \$3,703.00. These numbers are actuals and reflect only amounts received within each month. Please refer to Monthly Permit Sales report for FY totals.

*Not all proceeds are deposited in the same month.

**OHV sales are deposited to specific OHV Permit Program GL revenue codes #29-3992 through #29-3998. Please refer to the financial statement for details.

***Some merchandise was purchased by staff at a discounted rate. All sales for merchandise are allocated to GL revenue code 29-3691.

Attachment

OHV Permit Program Sales Spreadsheet

August		MONTHLY OHV PROGRAM SALES					FY 25/26	
SALES 2025	Totals	QTY	CASH	CHECK	CREDIT CARD	PAYPAL	TOTALS	YDRTOTALS
Single Permits (Prorated)	\$10	0	\$0	\$0	\$0		\$0	
Single Permits	\$15	30	\$240	\$0	\$210	\$45	\$495	1,275.00
Small Family (Prorated)	\$40	0	\$0	\$0	\$0		\$0	
Small Family	\$60	7	\$180	\$0	\$240	\$60	\$480	1,140.00
Large Family (Prorated)	\$80	0	\$0	\$0	\$0		\$0	
Large Family	\$100	1	\$100	\$0	\$0		\$100	500.00
OHV 4 Pack (Prorated)	\$35	0	\$0	\$0	\$0		\$0	
OHV 4 Pack	\$50	4	\$100	\$0	\$100		\$200	550
RV Pass (Prorated)	\$15	0	\$0	\$0	\$0		\$0	
RV Pass	\$30	4	\$60	\$0	\$60		\$120	24000
Single Dump Pass	\$5	2	\$5	\$0	\$5		\$10	15
Single Water Pass	\$5	2	\$10	\$0	\$0		\$10	25
Additional Permits (Prorated)	\$5	0	\$0	\$0	\$0		\$0	
Additional Permits	\$10	0	\$0	\$0	\$0		\$0	
Free	Free	0	\$0	\$0	\$0		\$0	
Residents Permits	Free	15	\$0	\$0	\$0		\$0	
Paypal Fees - \$4	\$4	3	\$0	\$0	\$0	\$12	\$12	\$44
Holiday Week Day - Power	\$25	2	\$50	\$0	\$0		\$50	100
Holiday Week Day - Water	\$15	2	\$30	\$0	\$0		\$30	60
Non-Holiday Weekday-Power	\$15	31	\$75	\$0	\$380		\$455	6150
Non-Holiday Weekday-Water	\$10	15	\$40	\$0	\$120		\$160	14000
Holiday Weekend - Power	\$40	5	\$200	\$0	\$0		\$200	280
Holiday Weekend - Water	\$20	6	\$120	\$0	\$0		\$120	160
Non-Holiday Weekend-Power	\$25	17	\$100	\$0	\$325		\$425	5000
Non-Holiday Weekend-Water	\$15	11	\$60	\$0	\$105		\$165	165
Shower Tokens	\$0.50	254	\$75	\$0	\$52		\$127	2560
Transient Lodging	\$150	0	\$0	\$0	\$0		\$0	
Vendor Fees	\$1	0	\$0	\$0	\$0		\$0	
Special Event Fees	\$5	0	\$0	\$0	\$0		\$0	
Map Sales	\$3	2	\$6	\$0	\$0		\$6	12
Donations	\$1	1	\$15	\$0	\$0		\$15	15
Hoodies	\$40	3	\$0	\$0	\$120		\$120	12000
Short Sleeve Shirts	\$20	10	\$0	\$0	\$120		\$120	15000
Long Sleeve Shirts	\$30	2	\$30	\$0	\$30		\$60	9000
Caps	\$20	3	\$40	\$0	\$20		\$60	9000
Bucket Hats	\$20	2	\$0	\$0	\$60		\$60	8000
Visors	\$15	0	\$0	\$0	\$0		\$0	
Beanies	\$15	2	\$15	\$0	\$15		\$30	3000
Tumblers	\$25	1	\$0	\$0	\$25		\$25	2500
Magnets	\$5	2	\$0	\$0	\$10		\$10	1000
Ornaments	\$10	2	\$0	\$0	\$20		\$20	2000
Stickers	\$3	1	\$0	\$0	\$3		\$3	300
Coffee Mugs	\$15	0	\$0	\$0	\$0		\$0	
Shot Glasses	\$10	0	\$0	\$0	\$0		\$0	
Wine Glasses	\$15	0	\$0	\$0	\$0		\$0	
Pint Glasses	\$20	0	\$0	\$0	\$0		\$0	
Coasters Cork	\$5	2	\$5	\$0	\$0		\$5	500
Coasters Slate	\$10	0	\$0	\$0	\$0		\$0	
Keychain	\$10	0	\$0	\$0	\$0		\$0	
Postcards	\$1	0	\$0	\$0	\$0		\$0	
MONTHLY TOTALS			\$1,55	\$0	\$2,030	\$117	\$3,703	\$6,765.00



COUNCIL AGENDA ITEM

September 9, 2025

TO: Honorable Mayor and City Council

**FROM: Christopher Lopez, City Manager
Nicole Jarmon- Housing Manager**

SUBJECT: HOUSING MONTHLY DEPARTMENT REPORT

BACKGROUND/ DISCUSSION

Desert Jade

Currently 91 apartments have been filled.

The waitlist currently has 66 applicants.

Desert Jade has two vacancies and is undergoing repairs.

Three units have become vacant as of September.

August 26, we had our monthly food giveaway

Sept 17th will be Desert Jade 2nd annual BBQ.

Legends

Currently has 6 apartments and 6 houses filled.

Waitlist is combined with Desert Jade

Acting City Clerk Weible
California City Hall, 21000 Hacienda Blvd
California City, CA 93505-2259

August 1, 2025

Acting City Clerk Weible,

Re: Council Should Establish Policy Identifying Essential vs. Non-Essential City Services

Include this letter into the record for the upcoming city council meeting and distribute to city council members, city manager, and finance director; place this topic on the agenda to discuss at the next city council meeting.

Cal City is in a financial weak position. Cities in similar predicament are urged by the State Auditor to de-scope their budgets to cover only essential services and those non-essential services that do not add to the structural deficit. The Council has not defined city essential services, nor has levels of service been established for available revenue.

The CA State Auditor has repeatedly cautioned fiscally endangered municipalities to establish policies defining Essential versus Non-Essential Services. The Council should work with the city manager to delineate levels of service costs versus forecasted revenue available to achieve a structurally balanced budget. There is wide agreement that essential municipal services include public safety, infrastructure sustainability and perhaps as a gray area public transport. Utilities also deemed essential would include access to reliable electrical power, natural gas/propane, and communication services; normally provided by commercial firms.

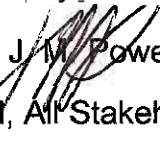
Within the context of municipal essential services, it is straightforward to establish boundaries of critical functions applied to Cal City departments, excluding those services already provided by contractors.

- Public Safety (law enforcement, fire protection, and emergency medical services)
- Infrastructure (water, sewer, streets)
- Municipal management and support functions of public safety and infrastructure
- Public Transportation (Dial-A-Ride, maybe)

Municipal services that fall outside the scope of essential services; thus, are non-essential are shown in the table below. There are least eight candidates for services suspension or curtailment.

<ul style="list-style-type: none"> • Airport • Parks & Recreation • Tierra Del Soi Golf Course <p><u>Non-Emergency Capital Improvements</u></p>	<ul style="list-style-type: none"> • Aspen Mall Landscaping & Lighting • Off-Highway Vehicle (OHV) Program • City-Managed Housing Corporation • Cannabis Industry Oversight
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Among the eight identified non-essential services, some are self-sustaining from revenue vs. expense aspects, which should lower their vulnerability to suspension or curtailment. The city is experiencing growing financial distress, but past and current councils have been unwilling to "draw the cut line." The Council should take immediate action to define essential services and receive the city manager's recommendation as to which non-essential services to cut or retain due to their revenue vs. expense expectations and ^{b y wh} levels of service.


J. M. Powers

Cc: Each Council Member, City Manager Lopez, MDN, All Stakeholders

Acting City Clerk Weible
California City Hall, 21000 Hacienda Blvd
California City, CA 93505-2259

August 2, 2025

Acting City Clerk Weible,

Re: City Financial Perils Persist With the 2025/26 Budget

Include this letter into the record for the upcoming city council meeting and distribute to city council members, city manager, and finance director; place this topic on the agenda to discuss at the next city council meeting.

The City's debt has exceeded (\$61M). The 2025/26 approved budget was not provisioned to address the city's growing debt. Bad estimations from the 2024/25 budget will carry-over to the 2025/26 budget; monthly cash flow forecasts are now essential to watch.

The City's financial position is growing worse by the month. There are three major debts facing the city: 1) operating and capital improvements cumulative debt has exceeded (\$20M), 2) PERS Unfunded Liability is (\$20.1M) as of the end of June 2024 [Source: *June 2024 Annual Audit page 41, Note Bb.*], and 3) Successor Agency Trust (Fund 75) owes (\$20.7M) to the SDI Fund 72. The total of this debt now approaches (\$61M).

The city's existing cash-on-hand and forecast revenue for 2025/26 is insufficient to cover the projected increase in debt. Without prompt action on the part of the City Manager, debt will continue to race skyward. There were no provisions in the 2025/26 budget to control debt growth; the budget instead contained a structural deficient. The council should not have approved the 2025/26 budget with these inherent deficiencies. As each month progresses, it will be harder to reverse the debt direction.

There is expectation for a "*miracle to occur*" by the Mid-Year Budget Review. But, the city has not held a Mid-Year Budget Review in 5-6 years. In concert with the companion letter dated August 1, 2025, the Council should, as policy, identify what city services are essential and choose which services are non-essential, both self-sustaining and non-self-sustaining. Some non-essential services/departments should be targeted for suspension or curtailment.

Beginning July 2025, the city endures (\$61M) in debt with weak prospects to reduce this debt over time, it may already be too late. An important starting point is to get budget estimations under control. The very late 2024/25 budget (approved March 25, 2025) will likely have over \$5M in end of FY revenue estimation errors and \$5.5M in end of FY expense estimation errors. Total estimation errors at the GL-level are on track to exceed \$20M. This large magnitude of estimation errors highly distorts and inflates the planned budget and taints the formulation of future year budgets.

Regrettably, the city has chosen not to follow recommended best practices and guidance from GFOA and GAAP to prepare effective and executable budgets. The City Manager has a responsibility to ensure the budget is conducted with transparency in the best interests of the public and city employees. The City Manager has been urged often to prepare monthly cash flow estimates for the 2025/26 budget year in order to ~~to~~ ~~weak~~ fiscal activity and to better manage city debt.

ers

Cc: Each Council Member, City Manager Lopez, MI2f_.P4, All Stakeholders

Acting City Clerk Weible
 California City Hall, 21000 Hacienda Blvd
 California City, CA 93505-2259

August 3, 2025

Acting City Clerk Weible,

Re: City's High Legal, Litigation, and Settlement Costs Burden Low Income Families

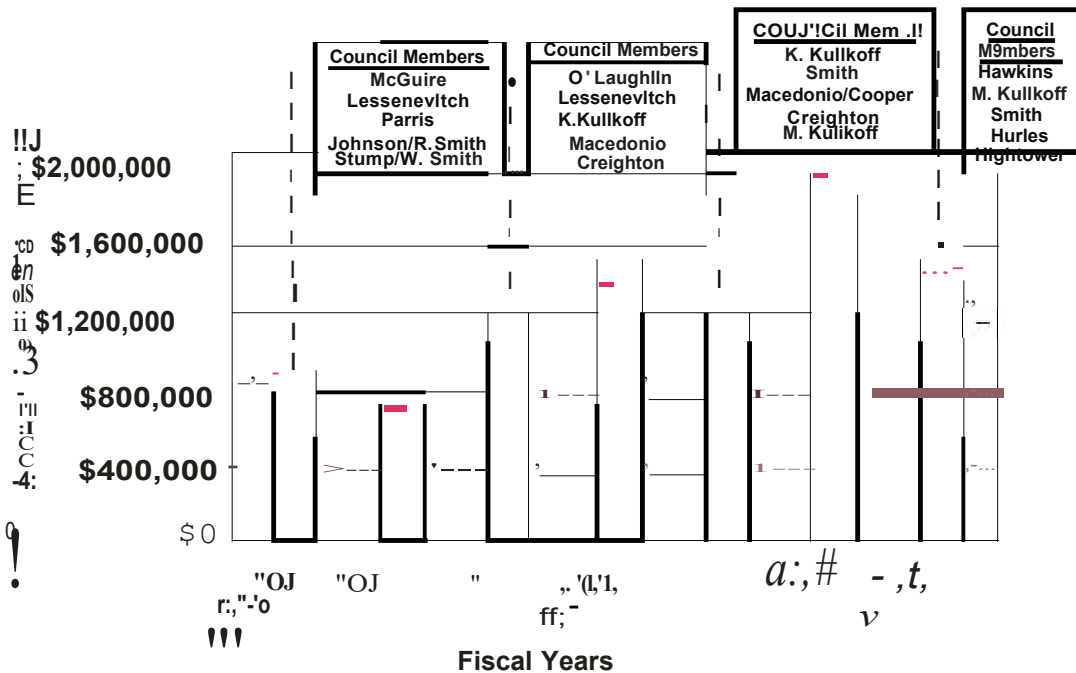
Include this letter into the record for the upcoming city council meeting and distribute to city council members, city manager, and finance director; place this topic on the agenda to discuss at the next city council meeting.

The city's high annual cost of legal services & litigation is over \$300/household, which is more than twice the cost of Measure A & C parcel taxes. The 2024 Kern County Grand Jury report made 5 recommendations to reduce city legal costs; few were met.

The city's legal, litigation, and settlement costs have achieved a new 5-year average high of **\$1.45M per year**. This translates into a **per-household cost of \$307 per year**. This twice the annual cost of the city's prior parcel taxes. The 2024 Kern County Grand Jury (KCGJ) Report identified five recommendations #9, #10, #11, #13 & #14 associated with the city's high legal and litigation costs; most recommendations were **NOT MET** by the city.

Total City Legal & Settlement Costs by Fiscal Year

[Source: End of Year Financial Statements from Finance Dept.]



Legal and litigation costs were highest in fiscal year 2023/24, which peaked after the KCGJ visit and their 5 recommendations. The city experienced the second highest legal and litigation costs in 2024/25. The real victims of these high legal costs are 500/o of the city's population that are low income. Litigation is mainly vom individuals and entities that possess sufficient money to seek out legal challenges.

Cc: Each Council Member, City Manager Lopez, MON, All aJ(ehol ers

Acting City Clerk Weible
California City Hall, 21000 Hacienda Blvd
California City, CA 93505-2259

Aug 30, 2025

Acting City Clerk Weible,

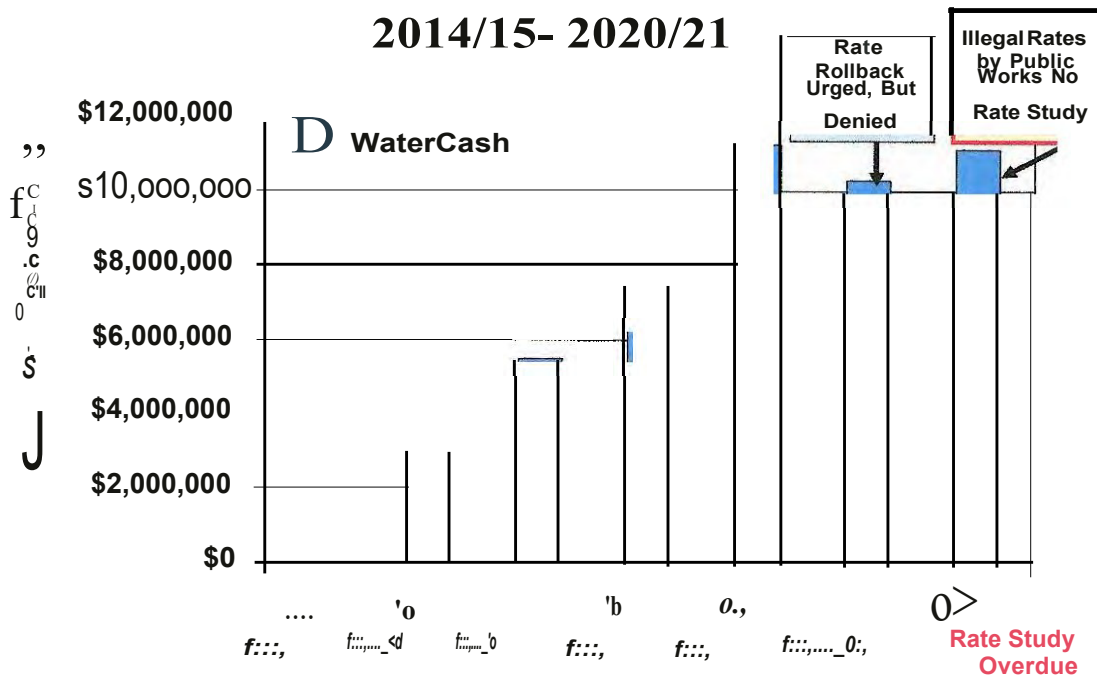
Re: Part 1, Water Enterprise Cash Grew to \$11M in Just Over Four Years and Why

Include this letter into the record for the upcoming city council meeting and distribute to city council members, city manager, and finance director; place this topic on the agenda to discuss at the next city council meeting.

Water customers endured a huge water rate increase spanning five years and raised \$11M in cash for water main replacement. Rather than using the revenue for capital improvements, cash was kept in the Water Enterprise Fund unused, violating Prop218.

The City Council approved a 126% Water Rate increase in Nov 2014. The Water Fund cash amount grew from less than \$500K to over \$11M in just over four years as shown in the chart below. Instead of using the acquired revenue for intended purposes, Public Works decided to stockpile the money and **not** apply it for water main replacement. The 2014 Water Rate Study's elevated rates were based on replacing aging water mains at a pace of **5.8 miles per year** at a cost of **\$1.35M per year**; the revenue was **not** used as intended, violating Prop 218.

Water O&M and CIP Cash-on-Hand 2014/15- 2020/21



In April 2019, with excessive cash-on-hand, the public convinced the City Manager to payoff a long-term USDA loan for prior capital improvement, this saved the Water Fund over \$3M. Public Works was urged to rollback water rates in 2019, but did **not**. Rather than rolling back rates, Public Works introduced revised water rates in July & August 2020 without a Rate Study. The results of those 2020 rates are shown in the accompanying letter dated Aug 31, 2025.

J. M. Powers
J. M. Powers

Cc: Each Council Member, City Manager Lopez, MON, All Stakeholders

Acting City Clerk Weible
California City Hall, 21000 Hacienda Blvd
California City, CA 93505-2259

Aug 30, 2025

Acting City Clerk Weible,

Re: Part 1, Water Enterprise Cash Grew to \$11M in Just Over Four Years and Why

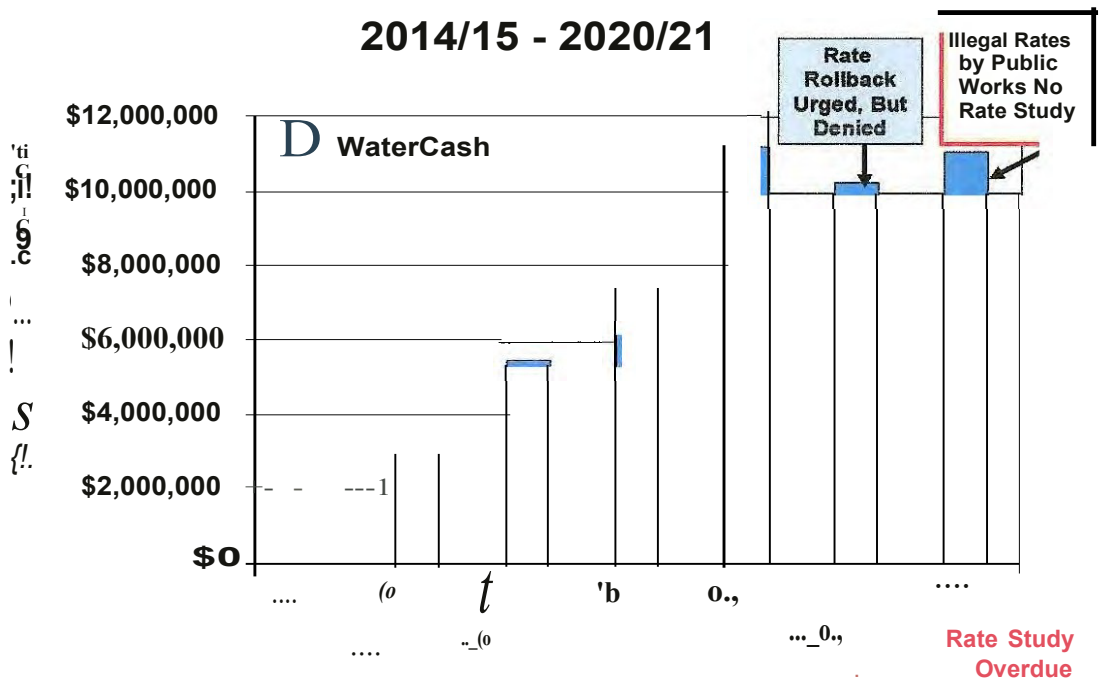
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Water O&M and CIP Cash-on-Hand

2014/15 - 2020/21



In April 2019, with excessive cash-on-hand, the public convinced the City Manager to payoff a long-term USDA loan for prior capital improvement, this saved the Water Fund over **\$3M**. Public Works was urged to rollback water rates in 2019, but did **not**. Rather than rolling back rates, Public Works introduced revised water rates in July & August 2020 without a Rate Study. The results of those 2020 rates are shown in the compa op) r dated Aug 31, 2025.

J. M. Powers

Cc: Each Council Member, City Manager Lopez, MDN, All Stakeholders

Acting City Clerk Weible
California City Hall, 21000 Hacienda Blvd
California City, CA 93505-2259

Sept 1, 2025

Acting City Clerk Weible,

Re: Part 3, Water Rates are at Risks of Ballooning Due to City Mismanagement

Include this letter into the record for the upcoming city council meeting and distribute to city council members, city manager, and finance director; place this topic on the agenda to discuss at the next city council meeting.

Consequence of (\$4.44M) in Water Fund cash decline foretells of a large impending water rate increase when a new Water Rate Study is accomplished and approved. The city's mismanagement of the ailing water infrastructure is very costly to water ratepayers.

The last council-approved Water Rate Study occurred in Nov 2014, over 10 years ago. As identified in Parts 1 & 2 letters dated Aug 30 & 31, 2025, the city's water rates violate Prop 218, codified in the CA Constitution Article 13C&D. Furthermore, Public Works has failed to comply with the frequency of water rate studies per CA Gov Code §53756(a), a 5-year rate-setting interval, and per CA Gov Code §54999.7(c), a 10-year maximum interval when the water supplier serves public schools.

In 2020, Public Works contracted for a Water Rate Study scheduled for completion by July 2021. However, the Study was not delivered until Sept 2023, 26 months late and at a cost of **\$67K**. This 2023 Water Rate Study is **NOT** council-approved, **NOT** in effect, and contains a large number of errors, omissions, and discrepancies. Further, many of the assumptions and initial conditions used in the 2023 Water Rate Study are no longer valid. Because the Water Fund cash balance is **(\$4.44M)** lower now than in 2020, the next council-approved water rate study is highly likely to substantially increase water rates due to avoidable cash loss.

Public Works has regularly and publicly stated in City Council Meetings *"the water mains have failed."* Yet, minimal water main replacement has occurred. At least 170 miles of aged steel water mains have not yet been replaced despite **\$40M** in revenue collected from water rates and Water Standby Fees since 1993. Public Works has missed opportunities for receiving well over **\$20M** in State Grants and Low Cost Loans for water infrastructure. The 2022 Kern County Grand Jury Report, Finding #4 stated, **"Cal City's water line replacement program can only be described as derelict and incompetent.,,"**

Residents and businesses are the victims of city mismanagement of the water system and infrastructure. Prop 218 was passed in 1996, but the city ignored their requirement to pay for use of potable water services until 2014, for 18 years- back then there were two city 18-hole golf courses. Then in 2020, Public Works highly discounted potable water rates for the golf course, (see Part 2 companion letter dated Aug 31, 2025) violating Prop 218.

Reasons the aforementioned 2023 Water Rate Study has been shelved, besides the errors, omissions, and discrepancies, is due to two specific causes. **First**, the 2023 Study, page 2, states, **"invalidated the Prop 218 compliant cost of service allocation,"** cites the 2020 water rates (which exist now) violate Prop 218. **Second**, the 2023 Rate Study eliminates the non-compliant "temporary acre-feet rate," which would the.p force the golf course to finally pay actual proportional cost of services for potable water.


J. M. Powers

Cc: Each Council Member, City Manager Lopez, M **DN**, All Stakeholders



COUNCIL AGENDA ITEM

September 09, 2025

TO: Honorable Mayor and City Council

FROM: Christopher Lopez, City Manager
Kenny Cooper, Finance Manager

SUBJECT: Approve City Check Registers dated 7/18/25-8/7/25, 8/8/25-8/21/25 and 8/22/25-9/4/25

BACKGROUND/ DISCUSSION:

The following checks have been prepared by the Finance Department. The items are provided to the Mayor and City Council for review and approval.

RECOMMENDATION:

Staff recommends the City Council discuss and approve the attached check register.

Check Date	Check#	Payee	Description	Invoice Date	Invoice#	Invoice\$	Check\$	GLAccount	GL Account Name
08/01/2025	115422	Elizabeth Davis	Lifeguard Certification Training 5	07/22/2025	0722-EDOI	900.00	900.00	104562130	Recruiting
Total 115422:							900.00		
08/06/2025	115423	661 Communications	Transfer Cradelpoints & UPS Batte	07/06/2025	2001	1,009.14	1,009.14	104212270	Bldg Operation/Mai
08/06/2025	115423	661 Communicat ions	ASSET #624 - INSTALL LAPTOP A	07/11/2025	2007	95.00	95.00	606000752	Community Benefit
Total 115423:							1,104.14		
08/06/2025	115424	AT&T Wireless	06/01-06/30/25	06/30/2025	287281248059	875.51	875.51	104155286	Communications Ma
08/06/2025	115424	AT&T Wireless	06/03-07/02/25	07/02/2025	287306780425	963.38	963.38	184217284	Telephone - Land
Total 115424:							1,838.89		
08/06/2025	115425	Frontier	07/19-08/18/25	07/19/2025	081503-5 0719	3,619.14	3,619.14	535310284	Telephone - Land
Total 115425:							3,619.14		
08/06/2025	115426	Hughes Network System	07 / 29 -08/ 29/ 25	07/29/2025	B1433780695	152.63	152.63	294219286	Communications Ma
Total 115426:							152.63		
08/06/2025	115427	ODP Business Solutions	Office Supplies	07/14/2025	425793950001	469.81	469.81	104212241	Office Supplies
Total 115427:							469.81		
08/06/2025	115428	SoCalGas	06/11-07/11/25	07/17/2025	17373816911-0	510.84	510.84	535310282	Gas
Total 115428:							510.84		
08/06/2025	115429	Southern California Edis	05/08 - 07 /09/25	07/14/2025	071425	94,505.34	94,505.34	717111281	Electricity
Total 115429 :							94,505.34		
08/06/2025	115430	Charter Communication	06/01-06/30/25	07/01/2025	127516201070	3,987.00	3,987.00	184212286	Communications Ma
08/06/2025	115430	Charter Communication	06/01-06/30/25	07/01/2025	170622401070	1,091.26	1,091.26	184212286	Commun ic ations Ma
Total 115430:							5,078.26		
08/06/2025	115432	US Bank Equipment Fina	07 /13-08/13/25 Copiers	07/20/2025	560342230	770.06	770.06	515115242	Office Equip Lease E
Total 115432 :							770.06		

PRE-ISSUE PRE-ISSUE PRE-ISSUE

Check Date	Check#	Payee	Description	Invoice Date	Invoice#	Invoice\$	Check\$	GLAccount	GL Account Name
08/07/2025	115433	Agile Occupational Medi	Physical Exam	07/15/2025	EM048731	585.00	585.00	104222130	Recruiting
08/07/2025	115433	Agile Occupational Medi	Physical Exam	07/23/2025	EM049317	585.00	585.00	294219130	Recruiting
Total 115433 :							1,170.00		
08/07/2025	115434	Alexander Enterprises, I	07 /01-07/31/25	07/24/2025	4300	4,316.15	4,316.15	515115630	Contracts
Total 115434:							4,316.15		
08/07/2025	115435	All American Uniforms	Kimbrel Uniforms Reserve	07/24/2025	102 072425	804.09	804.09	104212140	Uniforms/Safety Eq
Total 115435:							804.09		
08/07/2025	115436	AVNI Enterprises I nc.	Unit 535	08/04/2025	1875	88.04	88.04	194222254	Veh Operation/Main
Total 115436:							88.04		
08/07/2025	115437	Bakersfield Well & Pump	Purging & Sampling of Monitor We	07/15/2025	RB25239	584.55	584.55	515115256	Equipment Operatio
08/07/2025	115437	Bakersfield Well & Pump	Purging & Sampling of Monitor We	03/20/2025	RB2569	12,535.28	12,535.28	515115256	Equipment Operatio
Total 115437 :							13,119.83		
08/07/2025	115438	BHT Engineering, Inc	Job #25400- General Engineering	06/30/2025	CC25-101	2,802.50	2,802.50	104170315	Engineering
08/07/2025	115438	BHT Engineering, I nc	Job #25402- Indian Wells Water P	06/30/2025	CC25-102	4,665.00	4,665.00	104170315	Engineering
08/07/2025	115438	BHT En gineerin g, Inc	Job #22400.32- KUDU Solar SPR 2	06/30/2025	CC25-103	4,405.00	4,405.00	104170315	Engineering
Total 115438:							11,872.50		
08/07/2025	115439	Black Box Safety, Inc.	VEST - KIMBREL, T	07/28/2025	SQ-100559	1,364.77	1,364.77	104212451	Armory/Safety Equi
Total 115439:							1,364.77		
08/07/2025	115440	Bound Tree Medical	Medical Supplies	03/31/2025	85716819	834.62	834.62	194222480	Chemicals/EMS Med
08/07/2025	115440	Bound Tree Medical	Medical Supplies	07/11/2025	85840804	1,068.91	1,068.91	104222480	Chemicals/Ems Med
08/07/2025	115440	Bound Tree Medical	Medical Supplies	07/15/2025	85844384	55.10	55.10	104222480	Chemicals/Ems Med
08/07/2025	115440	Bound Tree Medical	Medical Supplies	07/17/2025	85847560	347.82	347.82	104222480	Chemicals/Ems Med
08/07/2025	115440	Bound Tree Medical	Medical Supplies	07/28/2025	85858741	256.16	256.16	104222480	Chemicals/Ems Med
08/07/2025	115440	Bound Tree Medical	Medical Supplies	08/01/2025	85865954	151.32	151.32	104222480	Chemicals/Ems Med
Total 115440:							2,713.93		
08/07/2025	115441	Burke Williams & Sorens	05/01-05/31/25	06/06/2025	343940-343962	81,092.39	81,092.39	104155311	Legal Services
08/07/2025	115441	Burke Williams & Sorens	06/01-06/30/25	07/10/2025	346103-346125	86,659.50	86,659.50	104155311	Legal Services

Check Date	Check#	Payee	Description	Invoice Date	Invoice#	Invoice\$	Check\$	GLAccount	GL Account Name
Total 115441 :							167,751.89		
08/07/2025	115442	Ace City Hardware	SUPPLIES	04/24/2024	12973	38.60	38.60	194222270	Bldg Operation/Mai
08/07/2025	115442	Ace City Hardware	SUPPLIES	04/05/2025	15474	86.32	86.32	194222270	Bldg Operation/Mai
08/07/2025	115442	Ace City Hardware	SUPPLIES	06/18/2025	15863	14.52	14.52	194222270	Bldg Operation/Mai
08/07/2025	115442	Ace City Hardware	SUPPLIES	06/26/2025	15905	85.02	85.02	194222270	Bldg Operation/Mai
Total 115442 :							224.46		
08/07/2025	115443	Cal City TV & Appliances	Propane	07/09/2025	690	169.30	169.30	274411285	Propane
08/07/2025	115443	Cal City TV & Appliances	Propane	07/24/2025	693	162.31	162.31	274411285	Propane
Total 115443 :							331.61		
08/07/2025	115444	County of Kern	07/01/25-06/30/26 PW YARD AN	06/12/2025	IN0506499	723.00	723.00	515115610	Licenses & Permits
Total 115444:							723.00		
08/07/2025	115445	Dennis Automotive	Check and replace fan	07/14/2025	24145	356.16	356.16	515115254	Veh Operation/Main
Total 115445:							356.16		
08/07/2025	115446	Department of Justice	06/01-06/30/25	06/30/2025	828836	164.00	164.00	184213620	Livescan Fees
Total 115446 :							164.00		
08/07/2025	115447	Department ofTransport	10/01/24-12/31/24 Signals & Lig	03/24/2025	SL250652	217.00	217.00	274411450	Speci al Depart Supp
Total 115447:							217.00		
08/07/2025	115448	Rivera, Armando	Water Service Application Refund	06/23/2025	2.000176658	120.00	120.00	513715	Turn On Fees
Total 115448:							120.00		
08/07/2025	115449	ALBERTO CERDA	Refund Water Standby Fee	07/31/2025	07312025	42.38	42.38	953726	Water Standby Char
Total 115449 :							42.38		
08/07/2025	115450	Diamond Ford	Unit 141 PANEL RACK	07/08/2025	601832X1	187.46	187.46	545410254	Veh Operation/Main
Total 115450:							187.46		

Check Date	Check#	Payee	Description	Invoice Date	Invoice#	Invoice\$	Check\$	GLAccount	GL Account Name
08/07/2025	115451	Eastern Kern APCD	Permit Renewal	06/04/2025	30001	152.00	152.00	274411610	Licenses & Permits
Total 115451:							152.00		
08/07/2025	115452	Entenmann-Rovin Comp	Dome Badge	01/28/2025	185801-IN	149.13	149.13	184212451	Armory /Safety Equi
08/07/2025	115452	Entenmann-Rovin Comp	Dome Badge	03/06/2025	186750-IN	1,218.83	1,218.83	606000752	Community Benefit
Total 115452 :							1,367.96		
08/07/2025	115453	Expert Garage Doors and	PW Gate Repair	07/20/2025	1131	49.00	49.00	105117270	Bldg Operation/Mai
Total 115453:							49.00		
08/07/2025	115454	Ferguson Ent - DBA Palla	Dia Kit	07/09/2025	291821	2,450.61	2,450.61	515115269	Inventory
Total 115454:							2,450.61		
08/07/2025	115455	Guardian Gear	ASSET#619 -Ballistic Helmets&	04/14/2025	1787	530.93	530.93	606000752	Community Benefit
Total 115455:							530.93		
08/07/2025	115456)MPOffice Technologies	Postage labels	07/22/2025	INST467473	56.00	56.00	104155245	Postage and Shippin
Total 115456:							56.00		
08/07/2025	115457	Karl's Hardware-Rosaro	SUPPLIES	07/23/2025	27179	11.90	11.90	274413450	Special Depart Supp
08/07/2025	115457	Karl's Hardware-Rosaro	Chainsaw	07/16/2025	289879	1,058.43	1,058.43	274413256	Equipment Operatio
Total 115457 :							1,070.33		
08/07/2025	115458	Karls Hardware-Mojave	WATER PARTS-BORAX BILL	08/02/2025	9103	41.12	41.12	164253270	Bldg Operation/Mai
Total 115458:							41.12		
08/07/2025	115459	Kern Auto Parts Inc.	Bal o/c per Brandy	02/28/2025	193-13313	76.40	76.40	104561270	Bldg Operation/Mai
Total 115459:							76.40		
08/07/2025	115460	Kern County Fire Dept	04/01-06/30/25	07/30/2025	26-000039	22,774.17	22,774.17	194222310	Professional Service
Total 115460:							22,774.17		
08/07/2025	115461	Law Offices of Angel Ho I	06/01-06/30/25	07/06/2025	2507-02	3,547.18	3,547.18	104155311	Legal Services

Check Date	Check#	Payee	Description	Invoice Date	Invoice#	Invoice\$	Check\$	GLAccount	GL Account Name
Total 115461 :							3,547.18		
08/07/2025	115462	Liebert Cassidy Whitmor	06/01-06/30/25	06/30/2025	299174	319.00	319.00	104155311	Legal Services
08/07/2025	115462	Liebert Cassidy Whitmor	06/01-06/30/25	06/30/2025	299175	8,177.00	8,177.00	104155311	Legal Services
Total 115462 :							8,496.00		
08/07/2025	115463	Linde Gas & Equipment I	Medical Oxygen	07/22/2025	51005358	150.07	150.07	104222480	Chemicals/Ems Med
Total 115463 :							150.07		
08/07/2025	115464	Mary Valenti, PhD Psych	Pre-Employment Screening	07/25/2025	072525	500.00	500.00	104212130	Recruiting
Total 115464 :							500.00		
08/07/2025	115465	Myers, Vella P	Notary 07/28/25	07/28/2025	494053	15.00	15.00	104155311	Legal Services
Total 115465:							15.00		
08/07/2025	115466	One Hundred Designs	OHV Signs	08/01/2025	5290	74.77	74.77	294219450	Special Depart Supp
Total 115466 :							74.77		
08/07/2025	115467	O'Reilly Auto Parts	Unit266	07/16/2025	6127-272218	162.94	162.94	515115254	Veh Operation/Main
08/07/2025	115467	O'Reilly Auto Parts	Unit486	07/16/2025	6127-272219	184.94	184.94	274411254	Veh Operation/Main
08/07/2025	115467	O'Reilly Auto Parts	Unit 259	07/17/2025	6127-272380	316.76	316.76	525213254	Veh Operation/Main
08/07/2025	115467	O'Reilly Auto Parts	Unit 101	07/21/2025	6127-272962	430.07	430.07	274411254	Veh Operation/Main
Total 115467 :							1,094.71		
08/07/2025	115468	Pace Analytical Services	WWTB Lab Sampling	07/08/2025	2527B520386	275.00	275.00	525213314	Lab Sampling
Total 115468:							275.00		
08/07/2025	115469	Palma, Rene	Pool Repair & Maint	07/30/2025	INVOOIO	1,640.00	1,640.00	104562270	Bldg Operation/Mai
Total 115469:							1,640.00		
08/07/2025	115470	Price Paige & Company C	Bank recs YR ended 6.30.25	06/30/2025	36443	9,360.00	9,360.00	104141310	Professional Service
Total 115470:							9,360.00		

Check Date	Check#	Payee	Description	Invoice Date	Invoice#	Invoice\$	Check\$	GLAccount	GL Account Name	
08/07/2025	115471	Primo Brands	06/11-0710/25 AC8710114250	07/12/2025	05G871011425	349.85	349.85	104155241	Office Supplies	
	Total 115471:							349.85		
08/07/2025	115472	Public Opinion Strategie	July 2025	07/02/2025	INV-010551	15,000.00	15,000.00	104155310	Professional Service	
	Total 115472:							15,000.00		
08/07/2025	115473	Quadient Finance USA, I	07 /01-07/31/25	07/24/2025	7900 0440 8134	1,900.00	1,900.00	104155245	Postage and Shippin	
	Total 115473:							1,900.00		
08/07/2025	115474	Renewell Fleet Services	Unit 535 - Seat Belt	07/15/2025	6829	576.27	576.27	104222254	Veh Operation/Main	
	Total 115474:							576.27		
08/07/2025	115475	S.C. Friends Tire Inc.	Unit#542	07/15/2025	49719	40.00	40.00	104222254	Veh Operation/Main	
	Total 115475 :							40.00		
08/07/2025	115476	Smith, Blain	Uniform Allowance 25/26	07/01/2025	UNIFORM 0701	1,400.00	1,400.00	104222140	Uniforms/Safety Eq	
	Total 115476:							1,400.00		
08/07/2025	115477	State Controller's Office	07 /01/24-06/30/25 Annual Stree	03/12/2025	FAUD-0000463	3,200.00	3,200.00	274411630	Contracts	
	Total 115477:							3,200.00		
08/07/2025	115478	StradlingYocca Carlson	06/01-06/30/25	07/15/2025	421828	69.50	69.50	104155311	Legal Services	
	Total 115478:							69.50		
08/07/2025	115479	Tech 45 Airport Manage	July 2025 Final	08/01/2025	2007	5,242.38	5,242.38	535310310	Professional Service	
	Total 115479:							5,242.38		
08/07/2025	115480	The Hiller Companies LL	2024 ANNUAL FIRE EXT INSPECT!	05/29/2024	515577	439.36	439.36	194222630	Contracts	
08/07/2025	115480	The Hiller Companies LL	2024 ANNUAL FIRE EXT INSPECT!	05/31/2024	516481	104.00	104.00	194222630	Contracts	
	Total 115480:							543.36		
08/07/2025	115481	Titan Empire	04/11/25	04/11/2025	25037	995.00	995.00	184212130	Recruiting	

Check Date	Check#	Payee	Description	Invoice Date	Invoice#	Invoice\$	Check\$	GLAccount	GL Account Name
Total 115481:							995.00		
08/07/2025	115482	Turbo Data Systems	Citation Processing Services	06/30/2025	46070	490.48	490.48	194216310	Professional Service
Total 115482:							490.48		
08/07/2025	115483	Van Dermyden Makus La	May 2025	06/10/2025	34179A	52.57	52.57	104155311	Legal Services
08/07/2025	115483	Van Dermyden Makus La	June 2025	07/08/2025	34464	9,582.63	9,582.63	104155311	Legal Services
Total 115483:							9,635.20		
08/07/2025	115484	Vestis	07/08-07/16/25 Pants Service	07/15/2025	2601738579	86.34	86.34	294219451	Armory/Safety Equi
08/07/2025	115484	Vestis	07/16-07/24/25 Pants Service	07/22/2025	2601740458	86.34	86.34	294219451	Ar mory /Safety Equi
Total 115484:							172.68		
08/07/2025	115485	Walkup Investigations	July 2025	07/17/2025	2025-25	750.00	750.00	104155310	Professional Service
Total 115485:							750.00		
08/07/2025	115486	Zalco Laboratories Inc	Water Testing	07/17/2025	2507202	215.00	215.00	515115314	Lab Sampling
08/07/2025	115486	Zalco Laboratories Inc	Water Testing	07/17/2025	2507264	320.00	320.00	515115314	Lab Sampling
08/07/2025	115486	Zalco Laboratories Inc	Water Testing	07/17/2025	2507265	185.00	185.00	515115314	Lab Sampling
08/07/2025	115486	Zalco Laboratories Inc	Water Testing	07/17/2025	2507366	320.00	320.00	515115314	Lab Sampling
08/07/2025	115486	Zalco Laboratories Inc	Water Testing	07/17/2025	2507367	215.00	215.00	515115314	Lab Sampling
08/07/2025	115486	Zalco Laboratories Inc	Water Testing	07/24/2025	2507412	185.00	185.00	515115314	Lab Sampling
08/07/2025	115486	Zalco Laboratories Inc	Water Testing	07/24/2025	2507413	50.00	50.00	515115314	Lab Sampling
Total 115486:							1,490.00		
08/07/2025	115487	Primo Brands	Borax bill & OHV 4/5-8/4/25	05/08/2025	05E871011926	81.53	81.53	294219241	Office Supplies
08/07/2025	115487	Primo Brands	Borax bill & OHV 4/5-8/4/25	06/06/2025	05F871011926	112.92	112.92	294219241	Office Supplies
08/07/2025	115487	Primo Brands	Borax bill & OHV 4/5-8/4/25	07/08/2025	05G871011926	17.10	17.10	294219241	Office Supplies
08/07/2025	115487	Primo Brands	Borax bill & OHV 4/5-8/4/25	08/06/2025	05H871011926	90.10	90.10	294219241	Office Supplies
Total 115487:							301.65		
08/07/2025	202500146	Alexander's Contract Ser	07/28-07/31/25 Meter Reads	07/28/2025	202507280081	7,022.34	7,022.34	515115630	Contracts
Total 202500146 :							7,022.34		
08/07/2025	202500147	Amazon Capital Services	BRAKE PAD	10/05/2024	11M6-J FL3- 4C9	58.98	58.98	104441450	Special Depart Supp

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Check Date	Check#	Payee	Description	Invoice Date	Invoice#	Invoice\$	Check\$	GLAccount	GL Account Name
08/07/2025	202500147	Amazon Capital Services	VOLTAGE BOOST	01/14/2025	14FI-X3X9-Y7W	55.72	55.72	104441270	Bldg Operation/Mai
08/07/2025	202500147	Amazon Capital Services	SUPPLIES	04/17/2025	14LC-DJVJ-9HYL	74.76	74.76	525213241	Office Supplies
08/07/2025	202500147	Amazon Capital Services	Unit 484 DOOR MIRROR	07/21/2025	17PG- 7DL6 -GRP	44.06	44.06	274411254	Veh Operation/Main
08/07/2025	202500147	Amazon Capital Services	SUPPLIES	03/20/2025	1PM1- 9DC1 -C6	62.45	62.45	105117241	Office Supplies
08/07/2025	202500147	Amazon Capital Services	SUPPLIES	07/22/2025	1R3P-1QVK-WN	638.96	638.96	105117241	Office Supplies
08/07/2025	202500147	Amazon Capital Services	Power relay for well	07/21/2025	1TCP-LN13-C16	53.79	53.79	515115256	Equipment Operatio
08/07/2025	202500147	Amazon Capital Services	SUPPLIES	06/28/2025	1V67-JVGD-TV3	56.44	56.44	545410270	Bldg Operation/Mai
08/07/2025	202500147	Amazon Capital Services	SUPPLIES	07/18/2025	ICA4R-WNQF-M	30.84	30.84	104155270	Bldg Operation/Mai
Total 202500147 :							1,076.00		
08/07/2025	202500148	Barragan, Jose	Reimbursement	07/16/2025	071625	55.63	55.63	545410270	Bldg Operation/Mai
Total 202500148 :							55.63		
08/07/2025	202500149	Best Best & Krieger	06/01-06/30/25	07/23/2025	1035090	1,435.50	1,435.50	104155311	Legal Services
Total 202500149:							1,435.50		
08/07/2025	202500150	Diamond Finish Mobile	Mobile Car Wash	07/19/2025	164	180.00	180.00	104212254	Veh Operation/Main
Total 202500150:							180.00		
08/07/2025	202500151	Highway Glass Inc	Unit 900 - Windshield replacem	07/07/2025	13077	375.00	375.00	274413254	Veh Operation/Main
Total 202500151:							375.00		
08/07/2025	202500152	LightGabler	06/01-06/30/25	07/08/2025	92427	910.00	910.00	104155311	Legal Services
08/07/2025	202500152	LightGabler	06/01-06/30/25	07/08/2025	92429	175.00	175.00	104155311	Legal Services
08/07/2025	202500152	LightGabler	06/01-06/30/25	07/08/2025	92430	140.00	140.00	104155311	Legal Services
Total 202500152 :							1,225.00		
08/07/2025	202500153	Mediawaste Disposal	08/01-08/31/25	08/01/2025	135419	156.92	156.92	104222480	Chemicals/ Ems Med
Total 202500153:							156.92		
08/07/2025	202500154	Middleton, Keith	07/01-07/31/25	07/31/2025	073125	33.75	33.75	104143230	Travel/Lodging/Reg
Total 202500154:							33.75		
08/07/2025	202500155	Municipal Emergency Sv	Pro Lock	05/07/2025	S02114703	1,073.63	1,073.63	104222254	Veh Operation/Main

Check Date	Check#	Payee	Description	Invoice Date	Invoice#	Invoice\$	Check\$	GLAccount	GL Account Name
Total 202500155:							1,073.63		
08/07/2025	202500156	RSI Petroleum	Fuel	03/31/2025	1087528	542.56	542.56	194222255	RSI Fuel
08/07/2025	202500156	RSI Petroleum	07/01-07/15/25	07/15/2025	1088097	1,982.24	1,982.24	104217254	Veh Operation/Main
08/07/2025	202500156	RSI Petroleum	07/01-07/15/25	07/15/2025	1088131	122.91	122.91	104216255	RSI Fuel
08/07/2025	202500156	RSI Petroleum	PWOIL	07/15/2025	416114	3,286.47	3,286.47	515115255	RSI Fuel
08/07/2025	202500156	RSI Petroleum	Fuel	07/01/2025	44731	2,968.11	2,968.11	104222255	RSI Fuel
Total 202500156:							8,902.29		
08/07/2025	202500157	Staples Advantage	Office Supplies	07/25/2025	7006170600	992.58	992.58	515115241	Office Supplies
Total 202500157:							992.58		
08/07/2025	202500158	Stroh MD, John Jay	07/15-08/15/25	07/22/2025	72225	2,000.00	2,000.00	104212630	Contracts
Total 202500158:							2,000.00		
08/07/2025	202500159	Thugs to Bugs Pest Contr	06/01-06/30/25	06/20/2024	58084	40.00	40.00	535310630	Contracts
08/07/2025	202500159	Thugs to Bugs Pest Contr	06/01-06/30/25	06/20/2025	58085	170.00	170.00	164253630	Contracts
08/07/2025	202500159	Thugs to Bugs Pest Contr	06/01-06/30/25	06/20/2025	58086	115.00	115.00	164253630	Contracts
08/07/2025	202500159	Thugs to Bugs Pest Contr	06/01-06/30/25	06/20/2025	58087	190.00	190.00	184212630	Contracts
08/07/2025	202500159	Thugs to Bugs Pest Contr	06/01-06/30/25	06/20/2025	58340	1,140.00	1,140.00	525213630	Contracts
Total 202500159:							1,655.00		
Grand Totals:							436,577.64		

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated: 8/7/25

Finance Department [Signature]

Report Criteria:

Report type: Invoice detail

Vendor.Vendor Number= {<>} 1039

Bank.Bank Number= 1

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount	GLAccount	GL Account Name
08/25	08/06/2025	115431	US Bank Corporate Payment	062525	PW 4576 062525	59.04	59.04	51-5115-451	Armory/Safety Equip & Su
08/25	08/06/2025	115431	US Bank Corporate Payment	062525	PW 4576 062525	257.39	257.39	51-5115-256	Equipment Operation/Mai
08/25	08/06/2025	115431	US Bank Corporate Payment	062525	PW 4576 062525	100.00	100.00	51-5115-630	Contracts
08/25	08/06/2025	115431	US Bank Corporate Payment	062525	PW 4576 062525	1,982.00	1,982.00	10-5117-230	Travel/Lodging/Reg
08/25	08/06/2025	115431	US Bank Corporate Payment	062525	PW 4576 062525	200.00	200.00	10-5117-230	Travel/Lodging/Reg
08/25	08/06/2025	115431	US Bank Corporate Payment	062525	PW 4576 062525	880.00	880.00	10-5117-230	Travel/Lodging/Reg
08/25	08/06/2025	115431	US Bank Corporate Payment	062525	PW 4576 062525	408.41	408.41	51-5115-270	Bldg Operation/Maint
08/25	08/06/2025	115431	US Bank Corporate Payment	062525	PW 4576 062525	165.48	165.48	51-5115-451	Armory/Safety Equip & Su
08/25	08/06/2025	115431	US Bank Corporate Payment	062525	PW 4576 062525	118.08	118.08	27-4411-256	Equipment Operation/Mai
08/25	08/06/2025	115431	US Bank Corporate Payment	062525	PW 4576 062525	627.60	627.60	27-4411-256	Equipment Operation/Mai
08/25	08/06/2025	115431	US Bank Corporate Payment	062525	PW 4576 062525	303.68	303.68	27-4413-450	Special Depart Supp
Total PW 4576 062525:							5,101.68		
Total 115431:							5,101.68		
Grand Totals:							5,101.68		

PRE-CHECK

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated: 8/7/25

Finance Department [Signature]

Check Date	Check#	Payee	Description	Invoice Date	Invoice#	Invoice\$	Check\$	GLAccount	GL Account Name
08/06/2025	9632	Charter Communication	07/01-07/31/25	07/09/2025	010861007092	45.00	45.00	744632284	Telephone - Land
08/06/2025	9632	Charter Communication	07/01-07/31/25	07/07/2025	010866907072	176.24	176.24	744632284	Telephone - Land
	Total 9632:						<u>221.24</u>		
08/06/2025	9633	SoCalGas	Housing Gas 06/11-07 /11/25	07/15/2025	071525	266.52	266.52	744632282	Gas
							<u>266.52</u>		
08/06/2025	9634	Southern California Edis	06/09 - 07/09/25	07/15/2025	700409109062	16.06	16.06	744632281	Electricity
	9634	Southern California Edis	06/09 - 07/09 /25	07/10/2025	700631250479	28.80	28.80	744632281	Electricity
	Total 9634:						<u>44.86</u>		
	9635	WM Corporate Services I	07 /01-07/31/25	08/01/2025	3967762-4808-	1,682.42	<u>1,682.42</u>	744632630	Contracts
	Total 9635:						<u>1,682.42</u>		
08/07/2025	9636	Chiavarolli, John	07 /01-07/31/25 Janitorial Servic	07/31/2025	073125	200.00	<u>200.00</u>	744632310	Professional Servi es
	Total 9636:						<u>200.00</u>		
08/07/2025	9637	City Of Cal City-General	06/14-07/13/25 Water/Sewer	07/31/2025	073125	2,290.00	<u>2,290.00</u>	744632288	Sewer Services
	Total 9637:						<u>2,290.00</u>		
08/07/2025	9638	Garcia, Mario	07/01-07/31/25 On Call Manager	07/31/2025	073125	400.00	<u>400.00</u>	744632310	Professional Servi es
	Total 9638:						<u>400.00</u>		
08/07/2025	9639	Miranda, Luciano	08/01-08/31/25- Maintenance	08/04/2025	080325	2,750.00	<u>2,750.00</u>	744632310	Professional Servic es
	Total 9639:						<u>2,750.00</u>		
08/07/2025	148000298	Adams, James	07/01-07/31/25 On Call Manager	07/31/2025	073125	400.00	<u>400.00</u>	744632310	Professional Servic es
	Total 148000298:						<u>400.00</u>		
08/07/2025	148000299	Andrasevits, Barbara A	Rehab Cleaning #84	07/31/2025	073125	275.00	<u>275.00</u>	744632730	Improvements
	Total 148000299:						<u>275.00</u>		
08/07/2025	148000300	Racer Rob's Plumbing	Replace Pipe Lines 21473	07/10/2025	7163	485.00	485.00	744632270	Bldg Operation/M in t

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Check Date	Check#	Payee	Description	Invoice Date	Invoice#	Invoice\$	Check\$	GLAccount	GL Account Name
Total 148000300:							485.00		
08/07/2025	148000301	Thugs to Bugs Pest Contr	07/01-07/31/25	08/01/2025	0051-0058 080	890.00	890.00	744632630	Contracts
Total 148000301:							890.00		
Grand Totals:							9,905.04		

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated: 8/7/25
Finance Department [Signature]

Report Criteria:

Report type: Invoice detail
Bank.Bank Number= 148

Report Criteria:

Check .Check issue date= 07/18/2025-08/07/2025

Check Date	Check#	Payee	Description	Source ID	Amount	Check\$	GL Account
08/07/2025	501577	Adan Steven Velasquez	Final Bill Deposit Refunded	107116.02	10.00	10.00	5102090
Total 501577:					10.00		
08/07/2025	501578	Aspen Homes II Inc.	Final Bill Deposit Refunded	107410.01	24.00	24.00	5102090
Total 501578 :					24.00		
08/07/2025	501579	B & R Rental Properties LLC	Final Bill Deposit Refunded	106268.06	51.00	51.00	5102090
Total 501579:					51.00		
08/07/2025	501580	Big West Corp	Final Bill Deposit Refunded	103914.17	4.00	4.00	5102090
Total 501580 :					4.00		
08/07/2025	501581	Carmen Munoz	Final Bill Deposit Refunded	106589.05	2.00	2.00	5102090
Total 501581:					2.00		
08/07/2025	501582	Cathy Kim Yip	Final Bill Deposit Refunded	102071.07	14.00	14.00	5102090
Total 501582:					14.00		
08/07/2025	501583	Christopher Brien	Final Bill Deposit Refunded	103972.09	36.00	36.00	5102090
Total 501583 :					36.00		
08/07/2025	501584	Dennis Gootrad	Final Bill Deposit Refunded	105010.16	60.00	60.00	5102090
Total 501584 :					60.00		
08/07/2025	501585	Esquivel , Valerie & Ramos, Fernando	Final Bill Deposit Refunded	105394.06	36.00	36.00	5102090
Total 501585:					36.00		
08/07 /2025	501586	Feliciano Rosales	Final Bill Deposit Refunded	106958.04	50.00	50.00	5102090
Total 501586:					50.00		
08/07/2025	501587	Fernandez, Concepcion	Final Bill Deposit Refunded	100611.08	1.00	1.00	5102090
Total 501587 :					1.00		
08/07/2025	501588	Heller, Jerry	Final Bill Deposit Refunded	107434.01	19.00	19.00	5102090
Total 501588:					H100		

Finance Approval By: _____

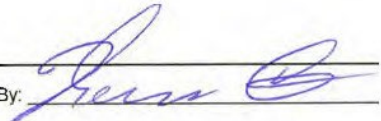
Date: _____

Check Date	Check#	Payee	Description	Source ID	Amount	Check\$	GL Account
08/07/2025	501589	J Moreno Construction/Moreno, Juvenal	Final Bill DepositRefunded	107436.01	15.00	15.00	5102090
Total 501589:					15.00		
08/07/2025	501590	Jacqueline & Mario Fimbres	Final Bill DepositRefunded	106942.03	9.33	9.33	5102090
Total 501590:					9.33		
08/07/2025	501591	Lancaster-Kellerman, Karen & Johnathan	Final Bill Deposit Refunded	101495.03	32.00	32.00	5102090
Total 501591:					32.00		
08/07/2025	501592	Leon Megan	Final Bill Deposit Refunded	104094.08	53.00	53.00	5102090
Total 501592:					53.00		
08/07/2025	501593	Mamayan Realty	Final Bill Deposit Refunded	101650.06	14.00	14.00	5102090
Total 501593:					14.00		
08/07/2025	501594	Matthew Senger	Final Bill Deposit Refunded	104520.10	5.00	5.00	5102090
Total 501594:					5.00		
08/07/2025	501595	Meister & Meister	Final Bill Deposit Refunded	102063.02	23.00	23.00	5102090
Total 501595:					23.00		
08/07/2025	501596	Meister, Joshua	Final Bill Deposit Refunded	107446.01	30.00	30.00	5102090
Total 501596:					30.00		
08/07/2025	501597	Michael Montano	Final Bill Deposit Refunded	106579.03	44.33	44.33	5102090
Total 501597 :					44.33		
08/07/2025	501598	Miguel Lopez Guarda	Final Bill Deposit Refunded	102351.02	16.00	16.00	5102090
Total 501598:					16.00		
08/07/2025	501599	Ochoa, Antonio	Final Bill Deposit Refunded	100940.05	45.00	45.00	5102090
Total 501599:					45.00		
08/07/2025	501600	Pimentel, Alexis	Final Bill Deposit Refunded	101449.02	30.00	30.00	5102090
Total 501600 :					30.00		
08/07/2025	501601	Reginald Diaz	Final Bill Deposit Refunded	101074.11	37.00	37.00	5102090


Finance Approval By: _____ Date: _____

Check Date	Check #	Payee	Description	Source ID	Amount	Check\$	GL Account
Total 501601:					37.00		
08/07/2025	501602	SAMANTHA GUERRERO	Final Bill Deposit Refunded	106272.06	21.00	21.00	5102090
Total 501602:					21.00		
08/07/2025	501603	Santandrea, Ashley & Hugo	Final Bill Deposit Refunded	106129.09	32.00	32.00	5102090
Total 501603:					32.00		
08/07/2025	501604	Steven Colin	Final Bill Deposit Refunded	106215.10	39.67	39.67	5102090
Total 501604 :					39.67		
08/07/2025	501605	Thearathana Bun	Final Bill Deposit Refunded	106651.06	70.00	70.00	5102090
Total 501605:					70.00		
08/07/2025	501606	Thearathana Bun	Refund Credit Balance	106651.06	35.00	35.00	0101075
Total 501606 :					35.00		
08/07/2025	501607	Waldomero Marroquin	Final Bill Deposit Refunded	100827.04	50.00	50.00	5102090
Total 501607:					50.00		
Grand Totals:					908.33		

Finance Approval By:



Date:



PRE-ISSUE

Check Date	Check #	Payee	Description	Invoice Date	Invoice#	Invoice\$	Check\$	GL Account	GL Account Name
08/15/2025	115488	County of Kern	07/01/25-06/30/26 AIR ANNUAL	06/12/2025	IN0506408	2,313.00	2,313.00	535310610	Licenses & Permits
Total 115488:							2,313.00		
08/15/2025	115489	Petty Cash - Finance	Petty Cash Replenish Pool & Marin	08/12/2025	081225	67.00	67.00	103995	Cash Variance
Total 115489:							67.00		
08/15/2025	115491	Verizon Business	07/10-08/09/25	08/10/2025	61646865	28.30	28.30	104215284	Telephone - Land
Total 115491:							28.30		
08/21/2025	115492	Agile Occupational Medi	Physical Exam	08/04/2025	EM049840	195.00	195.00	104212130	Recruiting
08/21/2025	115492	Agile Occupational Medi	Physical Exam	08/13/2025	EM050427	390.00	390.00	104562130	Recruiting
Total 115492 :							585.00		
08/21/2025	115493	Amber Chemical, Inc.	Hypochlorite Solution	07/17/2025	0385666-IN	3,932.64	3,932.64	515115480	Chemicals/EMS Med
08/21/2025	115493	Amber Chemical, Inc.	Hypochlorite Solution	07/29/2025	0385876-IN	1,990.56	1,990.56	515115480	Chemicals/EMS Med
Total 115493 :							5,923.20		
08/21/2025	115494	ANM Construction & Eng	Job #23412- Splash Pad	05/23/2025	17724-05	440,310.75	440,310.75	104561750	ARPA Project
08/21/2025	115494	ANM Construction & Eng	Job #23412- Splash Pad	06/19/2025	17724-06	22,420.00	22,420.00	104561750	ARPA Project
08/21/2025	115494	ANM Construction & Eng	Job #23412- Splash Pad	07/21/2025	17724-07	112,880.90	112,880.90	104561750	ARPA Project
Total 115494 :							575,611.65		
08/21/2025	115495	Borden, Chris	04/01-06/30/25 CC BSCC Prop 64	08/13/2025	Q9 081325	2,500.00	2,500.00	394224310	Professional Service
Total 115495:							2,500.00		
08/21/2025	115496	Bound Tree Medical	Medical Supplies	08/07/2025	85873309	110.67	110.67	104222480	Chemicals/Ems Med
08/21/2025	115496	Bound Tree Medical	Medical Supplies	08/13/2025	85880577	74.17	74.17	104222480	Chemicals/Ems Med
Total 115496:							184.84		
08/21/2025	115497	BSK Associates	Well Lab Samples	08/11/2025	BI01943	114.00	114.00	515115314	Lab Sampling
08/21/2025	115497	BSK Associates	Well Lab Samples	08/11/2025	BI01944	114.00	114.00	515115314	Lab Sampling
Total 115497:							228.00		
08/21/2025	115498	Ace City Hardware	080425	08/04/2025	10080 080425	48.24	48.24	104212270	Bldg Operation/Mai

Check Date	Check	Payee	Description	Invoice Date	Invoice	Invoice \$	Check\$	GL Account	GL Account Name
08/21/2025	115498	Ace City Hardware	TDS Golf Course	08/07/2025	16127	167.15	167.15	4045fi6256	Equipment OperaLi"
00/ 1/2025	1154g3	Ace City Hardware	Past due invoice	07/07/2025	30000 0707202	40.59	40.59	104155270	Bldg Operation/Mai
08/ 1/2025	115498	Ace City Hardware	UNIT 535 DIESEL FLUID	08/05/2025	A6351Cj/2	934.24	934.24	104222254	Veh Operation/Main
Total 115498:							1,190.02		
OA 21/2025	115499	California Police Chiefs	07/01/25-08/30/26 Dues	07/01/2025	12202	170.00	170.00	104212210	Subscr/Bnoks/Dues
Total 115499:							170.00		
08/21/2025	115500	Consolidated Electrical	120V RELAY	07/14/2025	3978-1067054	49.76	49.76	515115450	Special Depal"t Supp
Total 115500:							49.76		
08/21/2025	115501	Cutting Edge Supply	Unit AOO Grader Blades	07/31/2025	76885	795.57	795.57	294219256	Equipment Operat10
08/21/2025	115501	Cutting Edge Supply	Unit 800 Grader Illades	07/31/2025	76886	530.38	530.38	294219256	Equipment Operatio
Total 115501:							1,325.95		
08/21/2025	115502	DennisAutomotive	BRAKES	07/24/2025	24170	372.00	372.00	525213254	Yeh Operation/Milin
Total 115502:							372.00		
08/21/2025	115503	Department of Justice	06/01-06/30/25	06/30/2025	829057	32.00	32.00	294219130	Recruiling
Total 115503:							32.00		
08/21/2025	115504	Department of Transpor	04/01-06/30/25 Signals & Lightin	07/19/2025	SL251282	154.68	154.68	274411fi30	Contracts
Total 115504:							154.68		
OB/21/2025	115505	So Cal Realto1's Platinum	081325 REF 7840 Eucal dup tlepo	08/14/2025	2.000178493	120.00	120.00	S13715	Turn On Fees
Total 115505:							120.00		
08/21/2025	115506	ASAP HEATING & AIR	072825 REFUND	07/28/2025	J.00017061789	120.00	120.00	513715	Turn On Fees
Total 115506:							120.00		
JJB/21/2025	115507	Jacob Wu1FT	Overpayment Refund	08/06/2025	06032025-1049	18.00	18.00	0101075	Utilities CashClearin
Total 115507:							18.00		

Check Date	Check #	Payee	Description	Invoice Date	Invoice #	Invoice \$	Check \$	GL Account	GL Account Name
08/21/2025	115508	Eastern Kern APCD	08/2025-26 Permil Renewal	08/14/2025	8142025	309.00	309.00	104222210	Su bscr/Books/ Dues
Total 115508:							309.00		
08/21/2025	115509	FedEx	WWTP Sample Mailing	07/11/2025	8-921-14867	146.42	146.42	525213245	Postage and Shippi n
08/21/2025	115509	FedEx	WWTP Sample Mailing	07/18/2025	8-927-44173	73.44	73.44	525213245	Postage and Shippi n
08/21/2025	115509	FedEx	WWTP Sample Mailing	07/25/2025	8-934-74083	513.23	58.23	525213245	Postage and Shippi n
08/21/2025	115509	FedEx	WWTP Sample Mailing	08/01/2025	B-941-90130	59.57	59.57	525213245	Postage and Shippi n
Total 115509:							776.66		
08/21/2025	115510	Ferguson Ent - DJA Polla	Inventory	07/10/2025	0291820	2,946.13	2,946.13	515115269	Inventory
08/21/2025	115510	Ferguson Ent - DBA Polla	Inventory	07/16/2025	0292221	846.24	846.24	515115269	Inventory
Total 115510:							3,792.37		
08/21/2025	115511	Ferguson Waterworks	Inventory	06/26/2025	005383B	1,536.07	1,536.07	515115269	Inventory
08/21/2025	115511	Ferguson Waterworks	Inventory	06/30/2025	0054899	4,833.85	4,833.85	515115269	Inventory
08/21/2025	115511	Ferguson Waterworks	Inventory	07/17/2025	0054901	264.17	264.17	515115269	Inventory
08/21/2025	115511	Ferguson Waterworks	Inventory	07/17/2025	0056383	253.61	253.63	515115269	Inventory
08/21/2025	115511	Ferguson Waterworks	Inventory	07/16/2025	0056402	649.50	619.50	515115269	Inventory
08/21/2025	115511	Ferguson Waterworks	Inventory	07/29/2025	0056564	5,039.32	5,039.32	515115269	Inventory
08/21/2025	115511	Ferguson Waterworks	Inventory	07/31/2025	0056564-1	580.09	580.09	515115269	Inventory
08/21/2025	115511	Ferguson Waterworks	Inventory	07/21/2025	0056830	325.19	325.19	515115269	Inventory
08/21/2025	115511	Ferguson Waterworks	Dump station water parts	07/29/2025	56564	5,039.32	5,039.32	164251270	Mdng Opt'ration/ Mai
08/21/2025	115511	Ferguson Waterworks	Dump station water parts	07/31/2025	56564-1	580.09	580.09	164251270	Bldg Operation/Mai
Total 115511:							19,101.23		
08/21/2025	115512	Granite Construction Co	Cold Mix Asphalt	07/24/2025	2999454	10,620.89	10,620.89	274411450	Special D'tpart Supp
Total 115512:							10,620.89		
08/21/2025	115513	Home Depot Credit Servi	Building Supplies	07/03/2025	7901619	3,176.06	3,176.06	164253270	Ell<lg Operation/Mai
08/21/2025	115513	Home Depot Credit Servi	Building Supplies	07/03/2025	7901620	566.59	566.59	164253270	Bldg Operation/Mai
08/21/2025	115513	Home Depot Credit Servi	Building Supplies	07/03/2025	7901621	125.48	125.18	164253270	Bldg Operation/Mai
Total 115513:							3,868.13		
08/21/2025	115514	Karl's Hardware-Rosam	Echo TRIMMER	07/30/2025	27355	292.26	292.26	274413256	Equipment Operatio
08/21/2025	115514	Karl's Hardware-Rosam	WATER PARTS-BORAX 131LL	08/06/2025	9rn1;2	30.27	30.27	164253270	Bldg Operation/Mai

PRE-ISSUE

Check Date	Check #	Payee	Description	Invoice Date	Invoice#	Invoice\$	Check\$	GL Account	GL Account Name
Total 115514:							322.53		
08/21/2025	115515	Mission Uniform Servin!	PD Linen Service	07/03/2025	524159302	97.51	97.51	104212270	Bldg Operation/Mai
08/21/2025	115515	Mission Uniform Service	PD Linen Service	07/10/2025	521197319	70.58	70.58	101212270	Bldg Operation/Mai
08/21/2025	115515	Mission Uniform Servic,;	PD Linen Service	07/17/2025	524237748	97.51	97.51	104212270	Bldg Operation/Mai
08/21/2025	115515	Mission Uniform Service	PD Linen Service	07/24/2025	524281327	71.58	70.58	104212270	Bldg Operation/Mai
08/21/2025	115515	Mission Uniform Service	PD Linen Service	07/31/2025	521323291	105.07	105.07	101212270	Bldg Op!:'ration/Mai
08/21/2025	115515	Mission Uniform Service	PD Linen Servin'	118/07/2025	524364283	80.71	80.70	101212270	Bldg Operatim1/Mai
Total 115515:							521.95		
08/21/2025	115516	Mojave Public Utility Dis	Wonder Acres	07/31/2025	006090-000731	4,194.83	4,194.83	515115604	Purchase Water
Total 115516:							4,194.83		
08/21/2025	115517	ODP Business Solutions	Office/Builing Supplies	07/23/2025	429121139001	246.11	246.41	104212241	Office Supplies
08/21/2025	115517	ODP Business Solutions	Office/Builing Supplies	07/23/2025	42913672001	144.13	144.00	104212270	Bldg Operation/Mai
08/21/2025	115517	ODP Business Solutions	Office/Builing Supplies	07/23/2025	42137186001	34.59	34.59	104212270	Bldg Operation/Mai
08/21/2025	115517	ODP Business Solutions	Building Supplies	08/05/2025	42162477001	89.94	89.94	104222270	Bldg Operation/Mai
08/21/2025	115517	ODP Business Solutions	Safety initiative	08/06/2025	4333546B3001	196.76	196.76	104222451	Armory /Safety Equi
08/21/2025	115517	ODP Business Solutions	Office/Builing Supplies	07/31/2025	433595956001	137.81	137.81	104212241	Office Supplies
Total 115517:							849.64		
08/21/2025	115518	O'Reilly Auto Parts	Unit 261	06/03/2025	6127-U,6092	217.26	217.26	515115254	Veh Operation/Main
08/21/2025	115518	O'Reilly Auto Parts	Unit 250	06/03/2025	6127-266093	97.43	97.43	515115254	Veh Operation/Main
08/21/2025	115518	O'Reilly Auto Parts	A/C KITS	06/16/2025	6127-267959	134.23	134.23	104411450	Special f) part Sllpp
08/21/2025	115518	O'Reilly Auto Parts	PLUID	07/02/2025	6127-270201	196.86	196.86	104441450	Special Depart Snpp
08/21/2025	115518	O'Reilly Auto Parts	FUEL CAP	07/23/2025	6127-273242	19.32	19.32	104141450	Special Depart Supp
08/21/2025	115518	O'Reilly Auto Parts	FLUID	07/24/2025	6127-273372	292.24	292.21	104441450	Special Depart Supp
08/21/2025	115518	O'Reilly Auto Parts	BATTERY	07/28/2025	6127-273926	207.66	207.66	104441254	Veh Operation/Main
08/21/2025	115518	O'Reilly Auto Parts	Unit 322	08/05/2025	6127-275098	268.89	268.89	525213254	Veh Operation/Main
08/21/2025	115518	O'Reilly Auto Parts	Unit 207	08/06/2025	6127-275269	71.16	71.16	515115254	Veh Operation/Main
08/21/2025	115518	O'Reilly Auto Parts	Unit209	08/06/2025	6127-275270	124.01	124.04	515115254	Veh Operation/Main
Total 115518:							1,629.09		
08/21/2025	115519	Pace Analytical Services	Water Testing	05/20/2025	252785174%	275.00	275.00	525213314	Lab Sampling
08/21/2025	115519	Pace Analytical Services	Water Testing	07/30/2025	2527B520387	2,193.20	2,193.20	525213314	Lab Sampling
08/21/2025	115519	Pace Analytical Services	Water Testing	07/30/2025	25278520457	275.00	275.00	525213314	Lab Sampling
08/21/2025	115519	Pace Analytical Services	Water Testing	07/30/2025	2527B520458	1,263.80	1,263.80	525213314	Lab Sampling
08/21/2025	115519	Pace Analytical Services	Water Testing	07/31/2025	2527B520611	275.00	275.00	525213314	Lab Sampling

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Chk Date	Check#	Payee	Description	Invoice Date	Invoice#	Invoice \$	Check \$	GL Acct	GL Account Name
08/21/2025	115519	Pace Analytical Services	Water Testing	07/31/2025	25278520691	275.00	275.00	525213314	Lab Sampling
08/21/2025	115519	Pace Analytical Services	Water Testing	07/31/2025	25278520695	655.40	655.40	525213311	Lab Sampling
08/21/2025	115519	Pace Analytical Services	Water Testing	07/31/2025	25278520904	275.00	275.00	525213314	Lab Sampling
08/21/2025	115519	Pace Analytical Services	Water Testing	07/31/2025	252785210Y1	275.00	275.00	525213314	Lab Sampling
08/21/2025	115519	Pace Analytical Services	Water Testing	07/31/2025	25278521120	275.00	275.00	525213314	Lab Sampling
08/21/2025	115519	Pace Analytical Services	Water Testing	07/31/2025	25278521220	275.00	275.00	525213314	Lab Sampling
08/21/2025	115519	Pace Analytical Services	Water Testing	07/31/2025	25278521359	275.00	275.00	525213314	Lab Sampling
08/21/2025	115519	Pace Analytical Services	Water Testing	11/31/2025	25278521454	275.00	275.00	525213314	Lab Sampling
11/21/2025	115519	Pace Analytical Services	Water Testing	07/31/2025	25278521713	275.00	275.00	525213314	Lab Sampling
08/21/2025	115519	Pace Analytical Services	Water Testing	07/31/2025	25278521729	275.00	275.00	525213314	Lab Sampling
Total 115519:							7,412.40		
08/21/2025	115520	Perry, Diane	FIXTURE	08/08/2025	HEIMB 000825	40.14	40.14	104217270	Didi: Operation/Main
Total 115520:							40.14		
08/21/2025	115521	Preferred Towing	TOW	08/05/2025	76fi6	160.00	160.00	515115254	Veh Operation/Main
Total 115521:							160.00		
08/21/2025	115522	Rohen Daniels	Aug 2025	08/14/2025	814:15	600.00	600.00	404566630	Contracts
Total 115522:							600.00		
08/21/2025	115523	S.C. Friends Tire Inc.	Unit 260	07/18/2025	49740	20.00	20.00	515115254	Veh Operation/Main
08/21/2025	115523	S.C. Friends Tire Inc.	Unit 207	07/29/2025	49801	15.00	15.00	515115254	Veh Operation/Main
08/21/2025	115523	S.C. Friends Tire Inc.	Unit 207	07/19/2025	41802	783.04	783.04	515115254	Wh Operation/Main
08/21/2025	115523	S.C. Friends Tire Inc.	Unit 207	07/30/2025	49806	783.04	783.04	515115254	Veh Operation/Main
08/21/2025	115523	S.C. Friends Tire Inc.	ANNON FLAT	07/31/2025	49808	55.00	55.00	525213256	Equipment Operation
08/21/2025	115523	S.C. Friends Tire Inc.	Unit 322	08/05/2025	19840	580.46	580.46	525213254	Veh Operation/Main
Total 115523:							2,236.54		
08/21/2025	115524	Sequoia Equipment Com	Unit 113	06/12/2025	001-128240	7,010.71	7,010.71	274411256	Equipment Operation
08/21/2025	115524	Sequoia Equipment Com	Unit 235	06/12/2025	001-12B241	7,083.42	7,083.42	515115256	Equipment Operation
08/21/2025	115521	Sequoia Equipment Com	I JACKHOE 6/10-7/08/25	07/28/2025	001-3318	3,455.20	3,455.20	515115240	Equipment Rental
Total 115524:							17,549.33		
08/21/2025	115525	Translmon Risk & Alter	07/01-07/31/25	08/01/2025	213800-202507	75.00	75.00	104216630	Other Contracts

Check Date	Check #	Payee	Description	Invoice Date	Invoice #	Invoice \$	Checks	GL Account	GL Account Name
Total 115525:							75.00		
08/21/2025	115526	Turbo Data Systems	Citation Processing Services	07/31/2025	4600104	281.66	281.66	104216310	Professional Service
Total 115526:							281.66		
08/21/2025	115527	USA Bluebook	DPD Dispenser and CHLORINE	07/09/2025	INV007til 131	768.10	768.10	515115450	Special Depart Supp
08/21/2025	115527	USA Bluebook	DPD Dispenser and CHLORINE	07/16/2025	INV00768714	632.10	632.10	515115450	Special Depart Supp
Total 115527:							1,400.20		
08/21/2025	115528	Verizon Wireless	06/27-07/26/25	07/26/2025	6119583560	2,763.11	2,763.11	545410284	Telephone - Land
08/21/2025	115528	Verizon Wireless	06/27-07/26/25	07/26/2025	6119583561	23.11	23.11	105117286	Communications Ma
08/21/2025	115528	Verizon Wireless	06/27-07/26/25	07/26/2025	6119583562	313.79	313.79	515115284	Telephone - Land
08/21/2025	115528	Verizon Wireless	06/27-07/26/25	07/26/2025	6119583563	810.03	810.03	104222286	Communications Ma
Total 115528:							3,910.04		
08/21/2025	115529	Zalco Laboratories Inc	Water Testing	06/18/2025	2506234	115.00	145.00	515115314	Lab Sampling
08/21/2025	115529	Zalco Laboratories Inc	Water Testing	08/01/2025	2507411	215.00	215.00	515115314	Lab Sampling
08/21/2025	115529	Zalco Laboratories Inc	Water Testing	08/01/2025	2507438	320.00	320.00	515115314	Lab Sampling
08/21/2025	115529	Zalco Laboratories Inc	Water Testing	07/30/2025	2507562	185.00	185.00	515115314	Lab Sampling
08/21/2025	115529	Zalco Laboratories Inc	Water Testing	08/01/2025	2507632	215.00	215.00	515115314	Lab Sampling
08/21/2025	115529	Zalco Laboratories Inc	Water Testing	08/07/2025	2508017	215.00	215.00	515115314	Lab Sampling
Total 115529:							1,295.00		
08/21/2025	202500160	Airspring Inc	7/01-7/31/25	08/01/2025	19909%80	3,802.96	3,802.96	5353102B4	Telephone - Land
Total 202500160:							3,802.96		
08/21/2025	202500H,1	Amazon Capital Services	PURCHASES	07/16/2025	117F-XJD7-X1P1	601.20	601.20	545410254	Veh Operation/Main
08/21/2025	202500161	Amazon Capital Services	PURCHASES	07/28/2025	11KG-4DFQ-gN	216.41	216.41	545410241	Office Supplies
08/21/2025	202500161	Amazon Capital Services	PURCHASES	07/14/2025	14QH-Y1PF-61F	287.88	287.88	2744112S4	Veh Operation/Main
08/21/2025	202500161	Amazon Capital Services	PURCHASES	07/29/2025	1697-FCKQ-4X3	88.16	118.16	515115241	Office Supplies
08/21/2025	202500161	Amazon Capital Services	PURCHASES	07/13/2025	1C74-LHNC-DV	190.85	190.85	105117241	Office Supplies
08/21/2025	202500161	Amazon Capital Services	PURCHASES	07/18/2025	10D7-MHWT-L	66.26	66.26	104155270	131dg Op<nation/Mai
08/21/2025	202500161	Amazon Capital Services	PURCHASES	07/24/2025	1F6G-RXLQ-CY3	91.34	91.34	105117241	Office Supplies
08/21/2025	202500161	Amazon Capital Services	PURCHASES	06/30/2025	1G7G-RC/Q-1JY	257.36	257.36	515115270	Bldg Operation/Mai
08/21/2025	202500161	Amazon Capital Services	PURCHASES	07/30/2025	1GDM-RX3D-HN	105.14	105.44	104441257	Hand Tools
08/21/2025	202500161	Amazon Capital Services	PURCHASES	07/17/2025	1GF9-K7PY-CKX	226.46	226.46	545410270	Bldg Operation/Mai
08/21/2025	202500161	Amazon Capital Services	PURCHASES	07/28/2025	1GKR-PGKC-HW	22.64	22.64	104441270	Bldg Operation/Mai

PRE-ISSUE

PRE-ISSUE

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Check Date	Check #	Payee	Description	Invoice Date	Invoice#	Invoice\$	Check \$	GL Account	GL Amount	Name
08/21/2025	202500161	Amazon Capital Services	PURCHASES	07/15/2025	JJQV-DJGL-IIXC	36.53	36.53	545110241		Office Supplies
08/21/2025	202500161	Amazon Capital Services	PURCHASES	07/29/2025	IjYX-4WXd-6KG	192.49	192.49	105117270		Bldg Operation/Main
08/21/2025	202500161	Amazon Capital Services	PURCHASES	07/30/2025	IKP9-PDFL7-HJ	155.86	155.86	274413254		Yeh Operation/Main
08/21/2025	202500161	Amazon Capital Services	PURCHASES	07/17/2025	1VN4-1LN6-7F	238.12	238.12	S15115270		Bldg Operation/Main
08/21/2025	202500161	Amazon Capital Services	PURCHASES	07/04/2025	1W7C-RY7D-7Q	112.66	112.66	515115241		Office Supplies
08/21/2025	202500161	Amazon Capital Services	PURCHASES	07/17/2025	1WHM-TP4X-CT	259.79	259.79	515115270		Bldg Operation/Main
08/21/2025	202500161	Amazon Capital Services	PURCHASES	08/04/2025	1Y3M-R7Y4-79	25.97	25.97	105117241		Office Supplies
08/21/2025	202500161	Amazon Capital Services	PURCHASES	06/30/2025	1Y6R-QW7N-F7	31.77	31.77	515115270		Bldg Operation/Main
08/21/2025	202500161	Amazon Capital Services	PURCHASES	07/10/2025	1YDI-Q7RJ-6QN	318.24	318.24	27H11256		Equipment Operatio
Total 202500161 :								3,525.43		
08/21/2025	202500162	AWP Safety	Aluminum Signs	07/10/2025	12020770	672.47	672.47	274411411		Street Signs
08/21/2025	202500162	AWP Safety	Aluminum Signs	07/10/2025	12020771	672.47	672.47	271411411		Street Signs
08/21/2025	202500162	AWP Safety	Signs	07/04/2025	12020860	672.47	672.47	274411411		Street Signs
Total 202500162:								2,017.41		
08/21/2025	202500163	Diamond Finish Mobil	8/2/2511 UNITS	08/02/2025	165	165.00	165.00	104212254		Veh Operation/Main
Total 202500163:								165.00		
08/21/2025	202500164	Famcon Pipe & Supply In	DIAMOND BLADE	07/15/2025	5100159423.00	167.14	167.14	515115257		Hand Tools
08/21/2025	202500164	Famcon Pipe & Supply In	Inventory	08/05/2025	S100160467.00	5,019.82	5,019.82	515115269		Inventory
Total 202500164:								5,186.96		
08/21/2025	202500165	Grainger, Inc	Janitorial Supplies	08/04/2025	9595187320	185.97	185.97	294219244		Janitorial Supplies
08/21/2025	202500165	Grainger, Inc	Janitorial Supplies	08/05/2025	9595634701	66.44	66.44	294219244		Janitorial Supplies
Total 202500165:								252.41		
08/21/2025	202500166	Jones Chemicals Corp In	Disinfection Chemicals	07/31/2025	975063	9,530.40	9,530.40	525213480		Chemicals/EMS Med
08/21/2025	202500166	Jones Chemicals Corp In	Deposit Refund	07/31/2025	975072	3,000.00	3,000.00	525213480		Chemicals/EMS Med
Total 202500166:								12,530.40		
08/21/2025	202500167	M&S Security Services	Code Change	07/10/2025	12%55	20.00	20.00	104155630		Contracts
Total 202500167:								20.00		
08/21/2025	202500168	Municipal Emergency Sv	Custom Pro Locks Opening Kits	07/30/2025	12310514	607.36	607.36	104222451		Armory /Safety Equip

Check Date	Check #	Payee	Description	Invoice Date	Invoice #	Invoice \$	Check\$	GL Account	GL Account Name
Total 202500168:							607.36		
08/21/2025	202500169	NAPA Auto Parts	OHV Fleet Supplies/Pans	07/01/2025	19895	476.79	476.79	294219270	Bldg Operation/Mm
Total 202500169:							476.79		
08/21/2025	202500170	PS! Water Technologies I	Brine Pump	07/17/2025	INV0008821	5,965.64	5,965.64	515115256	Equipment Operatio
Total 202500170:							5,965.64		
08/21/2025	202500171	RSI Petroleum	fuel073125	07/31/2025	1088176	2,099.22	2,099.22	104217255	RSI Fuel
08/21/2025	202500171	RSI Petroleum	Fuel 073125	07/31/2025	1088189	478.64	478.64	294219255	RS! Fuel
08/21/2025	202500171	RS! Petroleum	Fuel 073125	07/31/21)25	1088203	113.62	113.62	104222255	RS! Fuel
0A/21/2025	202500171	RSI Petroleum	File\073125	07/31/2025	1088203A	102.77	102.77	104216255	RSI Fuel
Total 202500171:							2,794.25		
IJB/21/2025	202500172	Stroh MD, John Jay	O<J/15-10/15/25	08/19/2025	8192025	2,000.00	2,000.00	104212630	Contracts
Total 202500172:							2,000.00		
08/21/2025	202500173	Thugs to !lugs Pest C:ontr	July 2025	07/25/2025	58621	190.00	190.00	104212630	Contracts
08/21/2025	202500173	Thugs to !lugs Pest Contr	July 2025	07/25/2025	58622	115.00	115.00	164253630	Contracts
08/21/2025	202500173	Thugs to Bugs Pe t Contr	july 2025	07/25/2025	58623	170.00	170.00	164253630	Contracts
08/21/2025	202500173	Thugs to Bugs Pest Comr	July 2025	07/25/2025	58fi24	40.00	40.00	535310630	Cm1tracts
08/21/2025	202500173	Thugs to Bugs Pest Corllr	July 2025	07/25/2025	58763	1,140.00	1,140.00	525213630	Contracts
Total 202500173:							1,655.00		
08/21/2015	202500174	Underground SvAlert N	07 /0 1/25-06/30/26 Undergroun	07/21/2025	2025112502	2,528.62	2,528.62	515115210	Subscr/13ooks/Dues
Total 202500174:							2,528.62		
Grand Totals:							709,029.26		

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated:

8/21/25

Finance Department

[Signature]

Report Criteria:

Report type: Invoice detail

Vendor Number={<>} 1039

Bank Number= 1

PRE-ISSUE

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice N/MLther	Invoice Amount	Check Amount	GL Account	GL Account Name	
	08/25	08/15/2025	115490	US Bank Corporate Payment	072525)	ADM IN 4250 07252	309.00	309.00	51-5115-230	Travel/Lodging/Reg
	08/25	08/15/2025	115490	US Bank Corporate Payment	072525	ADMIN 4250 07252	154.50	154.50	52-5213-230	Travel/Lodging/neg
	08/25	08/15/2025	115490	US Bank Corporate Payment	072525	ADMIN 4250 07252	154.50	151.50	27-4411-230	Travel/Lodging/ Reg
	08/25	08/15/2025	115490	US Bank Corporate Payment	072525	ADMIN 4250 07252	154.50	154.50	10-4131-230	Travel/Lodging/neg
	08/25	08/15/2025	115490	US Bank Corporate Payment	072525	ADMIN 4250 07252	154.50	154.50	10-1222-230	Travel/Lodging/Reg
	08/25	08/15/2025	115190	US Bank Corporate Payment	072525	ADMIN 4250 07252	154.50	154.50	10-5117-230	Travel/Lodging/Reg
	08/25	08/15/2025	115490	US Bank Corporate Payment	072525	ADMIN 4250 07252	154.50	151.50	10-4145-230	Travel/ Lodging/Reg
	08/25	08/15/2025	115490	US Bank Corporate Payment	072525	ADMIN 4250 07252	77.25	77.25	10-4212-230	Travel/Lodging/Rcg
	08/25	08/15/2025	115490	US Bank Corporate Payment	072525	ADMIN 4250 07252	77.25	77.25	10-4222-230	Travel/Lodging/Reg
	08/25	08/15/2025	115490	US Bank Corporate Payment	072525	ADMIN 4250 07252	154.50	154.50	29-4219-230	Travel/Lodging/Reg
	08/25	08/15/2025	115190	US Bank Corporate Payment	072525	ADMIN 1250 07252	300.00	300.00	10-4131-230	Travel/Lodging/Reg
	08/25	08/15/2025	115490	US Bank Corporate Payment	072525	ADMIN 4250 07252	300.00	300.00	10-4145-230	Travel/Lodging/Reg
	08/25	08/15/2025	115490	US Bank Corporate Payment	072525	ADMIN 4250 07252	300.00	300.00	10-5117-230	Travel/Lodging/Reg
	08/25	08/15/2025	115490	US Bank Corporate Payment	072525	ADMIN 1250 07252	107.43	107.13	10-4145-235	Entertainment/Special Eve
	08/25	08/15/2025	115490	US Bank Corporate Payment	072525	ADMIN 4250 07252	418.00	418.00	10-4132-230	Travel/Lodging/Reg
	08/25	08/15/2025	115490	US Bank Corporate Payment	072525	ADMIN 4250 07252	373.75	373.75	10-4155-210	Subscr/Books/Dues
Total ADMIN 4250 072525:								3,344.18		
	08/25	08/15/2025	115490	US Bank Corporate Payment	072525	FD 0753 072525	32.49	32.49	10-4222-210	Subscr/Books/Dues
	08/25	08/15/2025	115190	US Bank Corporate Payment	072525	FD 0753 072525	146.02	146.02	10-4222-211	Office Supplies
	08/25	08/15/2025	115490	US Bank Corporate Payment	072525	FD 0753 072525	1,064.62	1,064.62	10-4222-254	Veh Operation/Maint
	08/25	08/15/2025	115190	US Bank Corporate Payment	072525	FD 0753 072525	1,153.61	1,153.61	10-4222-270	Bldg Operation/Maint
	08/25	08/15/2025	115490	US Bank Corporate Payment	072525	FD 0753 072525	106.54	106.54	10-1222-451	Armory/Safety Equip & Su
Total FD 0753 072525:								2,503.28		
	08/25	08/15/2025	115490	US Bank Corporate Payment	072525	FD 7568 072525	19.99	19.99	10-4222-210	Subscr/Books/Dues
	08/25	08/15/2025	115490	US Bank Corporate Payment	072525	FD 7568 072525	605.83	605.83	10-4222-254	Veh Operation/Maint
	08/25	08/15/2025	115490	US Bank Corporate Payment	072525	FD 7568 072525	316.87	316.87	10-4222-270	Bldg Operation/Maint
Total FD 7568 072525:								942.69		
	08/25	08/15/2025	115490	US Bank Corporate Payment	072525	FIN 4397 072525	239.22	239.22	10-4155-250	Other/Office Equipment
Total FIN 4397 072525 :								239.22		
	08/25	08/15/2025	115490	US Bank Corporate Payment	072525	FIN 6456 072525	200.00	200.00	10-4155-210	Subscr/Books/Dues
Total FIN 6456 072525:								200.00		
	08/25	08/15/2025	115490	US Bank Corporate Payment	072525	OHV 2335 072525	449.36	449.36	29-4219-250	Other/Office Equipment

PRE-ISSUE

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount	GL Account	GL Account Name
08/25	08/15/2025	115490	US Bank Corporate Payment	072525	OHV 2335 072525	19.00	19.00	29-4219-450	Special Depart Support
08/25	08/15/2025	115490	US Bank Corporate Payment	072525	OHV 2335 072525	260.75	260.75	16-4253-270	Bldg Operation/1, faint
08/25	08/15/2025	115490	US Bank Corporate Payment	072525	OHV 2335 072525	61.57	61.57	29-4219-270	Bldg Operation/Maint
08/25	08/15/2025	115490	US Bank Corporate Payment	072525	OHV 2335 072525	267.95	267.95	29-4219-241	Office Supplies
Total OHV 2335 072525:							1,058.63		
08/25	08/15/2025	115490	US Bank Corporate Payment	072525	PD 4156 072525	680.40	680.40	10-4212-451	Armory/Safety Equip & Supp
Total PD 4156 072525:							680.40		
08/25	08/15/2025	115490	US Bank Corporate Payment	072525	PD 8321 072525	487.20	487.20	10-4212-451	Armory/Safety Equip & Supp
08/25	08/15/2025	115490	US Bank Corporate Payment	072525	PD 8321 072525	37.50	37.50	10-4212-630	Contracts
08/25	08/15/2025	115490	US Bank Corporate Payment	072525	PD 8321 072525	37.50	37.50	10-4216-630	Other Contracts
08/25	08/15/2025	115490	US Bank Corporate Payment	072525	PD 8321 072525	70.34	-70.34	10-4212-270	Bldg Operation/Maint
Total PD 8321 072525:							491.86		
Total 115490:							9,460.26		
Grand Totals:							9,460.26		

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated: 8/21/25
 Finance Department [Signature]

Check Date	Check #	Payee	Description	Invoice Date	Invoice #	Invoice\$	Check\$	Gt Account	GL Account Name
							100.82		
08/21/2025	148000302	RSI Petroleum	Fuel 073125	07/31/2025	1088227	84.11	84.11	7446322S5	RS! Fuel
Total 148000302;							84.11		
08/21/2025	148000303	Trulio, Anthony	JULY 2025	07/31/2025	073125	1,100.00	1,100.00	744632310	Professional Services
Total 148000303:							1,100.00		
Grand Totals:							16,925.85		

0.19647

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FINANCIALS:

Dated: _____

8/21/25

Finance Department



Report Criteria:

Report type: Invoice detail

Bank Number = 148

Report Criteria:
Report type: Invoice detail
Bank.Bank number= 2

Check Issue Date	Check Number	Payee	Description	Invoice Date	Invoice Number	Invoice Amount	Check Amount	Invoice GL Account	Invoice GL Account
08/21/2025	1383	US Bank	SDI Admin Fee 04/01-06/30/25	07/25/2025	7829090	6,806.10	6,806.10	72-7211-630	Contracts
Total 1383							6,806.10		
08/21/2025	1384	Verizon Wireless	06/27-07/26/25	07/26/2025	6119583560A	62.88	62.88	72-7211-284	Telephone - Land
Total 1384:							62.88		
Grand Totals:							6,868.98		

111 PRE-ISSUED

Dated: 8/21/25
Finance Department [Signature]

W
 PRELIMINARY

CheckDate	Check #	Payee	Description	Invoice Date	Invoice #	Invoice\$	Check\$	GLAccount	GL Account Name
08/27/2025	115530	AT&T Wireless	07/01-07/31/25	07/31/2025	28728124809	875.51	875.51	104155286	Communications Ma
08/27/2025	115530	AT&T Wireless	07/03-08/02/25	08/02/2025	287306780425	963.38	963.38	104217284	Telephone - Land
Total 115530:							1,838.89		
08/27/2025	115531	Southern California Edis	July 2025	08/08/2025	80825	71,978.12	71,978.12	104155281	Electricity
Total 115531:							71,978.12		
08/27/2025	115532	Charter Communication	06/01-06/30/25	07/01/2025	127516201080	3,987.00	3,87.00	184212286	Communications Ma
08/27/2025	115532	Charter Communication	06/01-06/30/25	07/01/2025	170622401080	1,091.26	1,91.26	184212286	Communications Ma
Total 115532:							5,078.26		
09/03/2025	115534	Frontier	08/19-09/18/25	08/19/2025	081503-508192	3,618.64	3,618.64	535310284	Telephone - Land
Total 115534:							3,618.64		
09/03/2025	115535	ODP Business Solutions	Buildin g Supplies	08/05/2025	432932279001	330.58	330.58	104217270	Bldg Operation/ Mai
Total 115535:							330.58		
09/03/2025	115536	SoCalGas	07/1125-08/12/25	08/18/2025	17373816911-0	501.90	501.90	535310282	Gas
Total 115536:							501.90		
09/04/2025	115537	AES! Arrow Engineering	KERNCOUNTY WATERSTANDBY	08/10/2025	25706853125	1,605.00	1,605.00	515115630	Cont racts
Total 115537:							1,605.00		
09/04/2025	115538	All American Uniforms	Uniform-Zaragoza	08/11/2025	103	759.90	759.90	104212140	Uniforms/ Safety Eq
Total 115538:							759.90		
09/04/2025	115539	Amador Meza	Asset #611 T-BAR CEILING	08/25/2025	25-3006	4,300.00	4,300.00	606000752	Community Benefit
Total 115539:							4,300.00		
09/04/2025	115540	BAVCO	Grant funded RV dump Station Bae	08/25/2025	351007	1,639.72	1,639.72	164251270	Bldg Operation/Mai
Total 115540:							1,639.72		
09/04/2025	115541	BSK Associates	Well Lab Samples	08/25/2025	BI02059	114.00	114.00	515115314	Lab Sampling

Check Date	Check#	Payee	Description	Invoice Date	Invoice#	Invoice\$	Check \$	GL Account	GL Account Name
Total 115541:							114.00		
09/04/2025	115542	Burke Williams & Sorens	services thru 7/31/25	08/06/2025	347583-347603	80,010.10	80,010.10	104155311	Legal Services
Total 115542:							80,010.10		
09/04/2025	115543	Ace City Hardware	BUILDING OPERATION SUPPLIES	08/04/2025	10022080425	80.66	80.66	164253270	Bldg Operation/ Mai
09/04/2025	115543	Ace City Hardware	SUPPLIES	08/24/2025	300010804202	536.21	536.21	515115450	Special De part Supp
09/04/2025	115543	Ace City Hardware	SUPPLIES	08/04/2025	300020804202	709.64	709.64	104561270	Bldg Opera tion/ Mai
09/04/2025	115543	Ace City Hardware	SUPPLIES	08/04/2025	300040804202	14.45	14.45	104441270	Bldg Operation / Mai
09/04/2025	115543	Ace City Hardware	hardware supplies	06/30/2025	30008-080425	348.73	348.73	535310270	Bldg Operation/Mai
Total 115543:							1,689.69		
09/04/2025	115544	Cal City TV & Appliances	Propane	08/07/2025	695	151.78	151.78	274411285	Propane
Total 115544:							151.78		
09/04/2025	115545	Capitol Advocacy Partne	Services for July 2025	08/01/2025	2025CAP187	4,308.08	4,308.08	104155310	Professional Service
Total 115545:							4,308.08		
09/04/2025	115546	Caselle , Inc	09/01-09/30/25	08/01/2025	INV-09807	2,918.00	2,918.00	104155630	Contracts
Total 115546:							2,918.00		
09/04/2025	115547	Core & Main LP	Grant Funded RV Dump Station W	08/15/2025	X245604	379.96	379.96	164251270	Bldg Operation/Mai
Total 115547:							379.96		
09/04/2025	115548	County of Kern	CALCITY WWTPANNUALENVIR	06/12/2025	IN0506500	9,172.00	9,172.00	525213610	Licenses & Permits
Total 115548:							9,172.00		
09/04/2025	115549	Dennis Automotive	FUEL PUMP	08/07/2025	24204	379.93	379.93	515115254	Veh Operation / Main
09/04/2025	115549	Dennis Automotive	spark plugs	08/19/2025	24228	480.00	480.00	515115254	Veh Operation/Main
Total 115549:							859.93		
09/04/2025	115550	Steve Collins Const, Inc	Final Bill Deposit Refunded 12/ 23	09/03/2025	107342.01	1,428.33	1,428.33	5102090	Customer Deposits

Check Date	Check#	Payee	Description	Invoice Date	Invoice#	Invoice \$	Check\$	GL Account	GL Account Name
Total 115550:							1,428.33		
09/04/2025	115551	H.E.Aaron Development	Closing out the account	09/03/2025	090325	9,654.40	9,654.40	104170310	Professional Service
Total 115551:							9,654.40		
09/04/2025	115552	DigiTech Inc.	OHV Building R302 Camera/ Alar	08/25/2025	20128	1,755.00	1,755.00	294219740	Purchase of Equipm
09/04/2025	115552	DigiTech Inc.	OHV Building R302 Camera/ Alar	08/25/2025	20129	1,404.00	1,404.00	294219740	Purchase of Equipm
09/04/2025	115552	DigiTech Inc.	Asset #605 Network Bridge	08/25/2025	20130	2,700.00	2,700.00	606000752	Community Benefit
Total 115552:							5,859.00		
09/04/2025	115553	Expert Garage Doors and	TDS Gate Repair	08/25/2025	082525	2,100.00	2,100.00	404566630	Contracts
Total 115553:							2,100.00		
09/04/2025	115554	FedEx	WWTP Sample Mailing	08/08/2025	8-949-55268	73.75	73.75	525213245	Postage and Shippin
09/04/2025	115554	FedEx	WWTP Sample Mailing	08/15/2025	8-956-04632	87.63	87.63	525213245	Postage and Shippin
Total 115554:							161.38		
09/04/2025	115555	Ferguson Waterworks #	Inventory	08/07/2025	0057323	3,217.19	3,217.19	515115269	Inventory
09/04/2025	115555	Ferguson Waterworks #	Inventory	08/13/2025	0058472	151.35	151.35	515115269	Inventory
Total 115555:							3,368.54		
09/04/2025	115556	Guzman, Jennifer	CRV Recycling Campaign	08/02/2025	2014981	249.92	249.92	105117230	Travel/ Lodging/ Reg
Total 115556:							249.92		
09/04/2025	115557	Karl's Hardware-Rosam	maintenance building supplies	08/21/2025	9467	5.40	5.40	294219270	Bldg Operation/ Mai
Total 115557:							5.40		
09/04/2025	115558	Kern County	LAFCOFY25-26	08/21/2025	082125	6,688.00	6,688.00	104155630	Contracts
Total 115558:							6,688.00		
09/04/2025	115559	LAV Consulting & Engine	FEMA VIOLATIONCASE 211 2 1 WI	07/08/2025	1081-01	11,500.00	11,500.00	104170310	Professional Service
09/04/2025	115559	LAV Consulting & Engine	TOPOGRAPHIC SURVEY	08/18/2025	1081-02	2,400.00	2,400.00	104170310	Professional Service

Check Date	Check#	Payee	Description	Invoice Date	Invoice #	Invoice\$	Check \$	GLAccount	GL Account Name
Total 115559:							13,900.00		
09/04/2025	115560	Martin,Paris,and Mullins	PD- Background Investigation	07/06/2025	2025-44	1,600.00	1,600.00	1042121 30	Recru iting
09/04/2025	115560	Martin,Paris,and Mullins	PD- Background Investigation	07/17/2025	2025-48	2,000.00	2,000.00	104212130	Recruiting
Total 115560:							3,600.00		
09/04/2025	115561	Mission Uniform Service	PD Linen Service	08/14/2025	524406432	106.05	106.05	104212270	Bld g Ope rat io n/ Mai
09/04/2025	115561	Mission Uniform Service	PD Linen Service	08/21/2025	524447199	78.14	78.14	104212270	Bldg Operation/Mai
Total 115561:							184.19		
09/04/2025	115562	O'Reilly Auto Parts	Unit 250-DOOR HANDLE	08 / 07/ 2025	6127-275368	40.93	40.93	515115254	Veh Operation/Main
09/04/2025	115562	O'Reilly Auto Parts	55 GAL MOTOR OIL	08/11/2025	6127-275887	757.74	757.74	104441450	Special Depa rt Supp
09/04/2025	115562	O' Reilly Auto Parts	Unit 102 CORE CHARGECOMPRES	08/12/2025	6127-276020	359.50	359.50	515115254	Veh Ope ration/ Main
09/04/2025	115562	O'Reilly Auto Parts	Unit 207 BLWR MTR	08/12/2025	6127-276035	22.42	22.42	515115254	Veh Operatio n/ Ma in
09/04/2025	115562	O'Reilly Auto Parts	Unit 209 SPARK PLUG AND COP B	08/13/2025	6127-276168	120.89	120.89	515115254	Veh Operatio n/ Ma in
09/04/2025	115562	O'Reilly Auto Parts	BATTERY- UNIT901	08/13/2025	6127-276169	246.28	246.28	274413254	Veh Operation / Ma in
09/04/2025	115562	O'Reilly Auto Parts	Unit 102 FAN ASSEMBLY	08/14/2025	6127-276360	75.01	75.01	515115254	Veh Operation/Main
09/04/2025	115562	O'Reilly Auto Parts	BLOWER MOTOR UNIT 207	08/15/2025	6127276454	78.06	78.06	515115254	Veh Operat ion / Main
09/04/2025	115562	O'Reilly Auto Parts	Hydra u lic oil	08/20/2025	6127-277262	811.86	811.86	104441450	Special Depart Supp
09/04/2025	115562	O'Reilly Auto Parts	batterygenerator	08/25/2025	6127-277918	551.96	551.96	525213256	Equipm en t Opera tio
09/04/2025	115562	O'Reilly Auto Parts	Unit 322 SPEED SENSOR	08/07/2025	6127-5275370	36.26	36.26	525213 254	Veh Operation/Main
Total 115562:							3,100.91		
09/04/2025	115563	Pace Analytical Services	WWTB Lab Samplin g	08/15/2025	2527B520544	797.70	797.70	525213314	Lab Sampling
09/04/2025	115563	Pace Analytical Services	WWTB Lab Sampling	08/ 15/ 2025	2527B521251	1,017.00	1,017.00	525213314	Lab Sampling
09/04/2025	115563	Pace Analytical Services	WWTB Lab Sampling	08/06/2025	2527B521922	275.00	275.00	52521331 4	Lab Sampling
09/04/2025	115563	Pace Analytical Services	WWTB Lab Sampling	08/06/2025	2527B521968	275.00	275.00	525213314	Lab Samp ling
09/04/2025	115563	Pace Analytical Services	WWTB Lab Sampling	08/06/2025	2527B521969	275.00	275.00	525213314	Lab Sampling
09/04/2025	115563	Pace Analytical Services	WWTB Lab Sampling	08/15/2025	2527B522077	275.00	275.00	525213314	Lab Sampling
09/04/2025	115563	Pace Analytical Services	WWTB Lab Sampling	08/15/2025	2527B522083	275.00	275.00	525213314	Lab Sampling
09/04/2025	115563	Pace Analytical Services	WWTB Lab Sampling	08/ 15/ 2025	2527B522242	275.00	275.00	525213314	Lab Sampling
Total 115563:							3,464.70		
09/04/2025	115564	Price Paige & Company C	Audit Prep FYE 6 .30 .25	07/31/2025	36573	12,756.00	12,756.00	104141310	Professional Service
Total 115564:							12,756.00		
09/04/2025	115565	Primo Brands	office drinking water	07/12/2025	05G871033985	122.70	122.70	525213241	Office Supplies

Check Date	Check#	Payee	Description	Invoice Date	Invoice#	Invoice\$	Check\$	GLAccount	GL Account Name
09/04/2025	115565	Primo Brands	07/11-08/10/25	08/13/2025	05H871011425	171.27	171.27	104155241	Office Supplies
Total 115565:							293.97		
09/04/2025	115566	Quadient Leasing USA, I	9/10-12/09/25 POSTAGELEASE	08/09/2025	Q1972433	674.61	674.61	104155242	Office Equip Lease E
Total 115566:							674.61		
09/04/2025	115567	Rivera, Miguel	Per Die mMileage 8/18-8/20/25	08/14/2025	7044	394.97	394.97	104212230	Travel/ Lodging / Reg
Total 115567:							394.97		
09/04/2025	115568	Robert Daniels	Aug 2025	08/22/2025	082225	1,250.00	1,250.00	404566630	Contracts
09/04/2025	115568	Robert Daniels	Aug 2025	08/27/2025	082725	3,800.00	3,800.00	404566630	Contracts
Total 115568:							5,050.00		
09/04/2025	115569	Sequoia Equipment Com	HYDRAULIC TUBE	08/14/2025	BAK-23150	307.15	307.15	515115240	Equipment Rental
09/04/2025	115569	Sequoia Equipment Com	Unit 480 starter	08/20/2025	BAK-23186	709.04	709.04	515115256	Equipment Operatio
Total 115569:							1,016.19		
09/04/2025	115570	Stivers, Timothy	Per Diem & Mileage: 9/14-9/19/2	08/18/2025	TRAVELA	473.00	473.00	104212230	Travel/ Lodging/ Reg
Total 115570:							473.00		
09/04/2025	115571	Technic Business Solutio	05/13-08/12/25 Copier Coverage	08/13/2025	C017-IN64656	880.17	880.17	515115242	Office Equip Lease E
Total 115571:							880.17		
09/04/2025	115572	The Hiller Companies LL	2025 annual fire ext insp	08/20/2025	673232	405.00	405.00	104212630	Contracts
09/04/2025	115572	The Hiller Companies LL	Fire extinguisher maint	08/21/2025	673807	425.00	425.00	104155630	Contracts
Total 115572:							830.00		
09/04/2025	115573	Troy Industries, Inc.	3-swat rifles	07/14/2025	133564	6,741.00	6,741.00	104212451	Armory/Safety Equi
Total 115573:							6,741.00		
09/04/2025	115574	US Bank Equipment Fina	08/13-09/13/25 Copiers	08/20/2025	562573089	713.13	713.13	515115242	Office Equip Lease E
Total 115574:							713.13		

Check Date	Check#	Payee	Description	Invoice Date	Invoice #	Invoice \$	Check\$	GLAccount	GLAccount Name
09/04/2025	115575	Vestis	PANTS PERMOU 07 /29/2025-08/	07/29/2025	2601742285	86.34	86.34	294219451	Armory/Safety Equi
09/04/2025	115575	Vest is	PANTS PER MOU 07 /29/2025-08/	08/12/2025	2601745956	86.34	86.34	294219451	Armory/Safety Equi
09/04/2025	115575	Vestis	08/12/2025-08/19/2025 Pants S	08/19/2025	2601747768	86.34	86.34	294219451	Armory/Safety Equi
Total 115575:							259.02		
09/04/2025	115576	Walkup Investigations	July 2025	08/02/2025	2025-26	5,000.00	5,000.00	104155310	Professional Service
Total 115576:							5,000.00		
09/04/2025	115577	Walters Wholesale Elect	Asset #611T-Bar and Klin	08/11/2025	S128380709.00	547.66	547.66	606000752	Community Benefit
09/04/2025	115577	Walters Wholesale Ele ct	Asse t #611T-Bar and Klin	08/12/2025	S128380709.00	5.11	5.11	606000752	Commu nity Benefit
09/04/2025	115577	Walters Wholesale Elect	Asset #611T-Bar and Klin	08/12/2025	S128380709.00	1,928.01	1,928.01	606000752	Community Benefit
09/04/2025	115577	Walters Wholesale Elect	T-Bar and Klin	08/11/2025	S128417318.00	858.11	858.11	104561270	Bldg Operation/ Mai
09/04/2025	115577	Walters Wholesale Elect	T-Bar and Klin	08/12/2025	S128417318.00	287.20	287.20	104561270	Bldg Opera t ion/ Mai
Total115577:							3,626.09		
09/04/2025	202500175	Airesp ring Inc	7/ 01-7/31/25	08/01/2025	199099686	76.79	76.79	535310284	Telephone - Land
Total 202500175:							76.79		
09/04/2025	202500176	Amazon Capital Services	Safety Gloves	08/03/2025	1YLT-6QXW-YJH	162.99	162.99	274413451	Armory/ Safety Equi
Total 202500176:							162.99		
09/04/2025	202500177	AWP Safety	Aluminum Signs	08/15/2025	12020914	999.45	999.45	274411411	Street Signs
09/04/2025	202500177	AWP Safety	Alu minum Signs	08/15/2025	12020915	361.09	361.09	274411411	Street Signs
09/04/2025	202500177	AWP Safety	Aluminum Signs	08/15/2025	12020916	620.57	620.57	274411411	Street Signs
Total 202500177:							1,981.11		
09/04/2025	202500178	Capital Indus tr ial Medic	8/ 18 / 25-medical supplies	08/18/2025	223301	57.73	57.73	104212480	Chemicals/EMS Med
Total 202500178:							57.73		
09/04/2025	202500179	Classi c Lock & Keys	KEYSERVICEFORBORAXBILLPA	08/20/2025	82025	65.00	65.00	294219270	Bldg Operat ion/ Mai
Total 202500179:							65.00		
09/04/2025	202500180	Diamond Finish Mobile	Mobile Car Wash	08/16/2025	166	180.00	180.00	104212254	Veh Operation/Main

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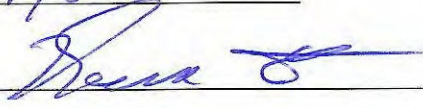
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Check Date	Check#	Payee	Description	Invoice Date	Invoice #	Invoice \$	Check\$	GLAccount	GLAccount Name
Total 202500180:							180.00		
09/04/2025	202500181	DiamondIT	August 2025 IT Services	08/01/2025	38414	24,299.06	24,299.06	515115630	Contracts
09/04/2025	202500181	DiamondIT	August 2025 M365	08/01/2025	38425MS	3,324.00	3,324.00	535310630	Contracts
Total 202500181:							27,623.06		
09/04/2025	202500182	Famcon Pipe & Supply In	Inventory	08/11/2025	S100161447.00	1,044.61	1,044.61	515115269	Inventory
09/04/2025	202500182	Famcon Pipe & Supply In	Inventory	08/12/2025	S100161586.00	8,120.92	8,120.92	515115269	Inventory
09/04/2025	202500182	Famcon Pipe & Supply In	Inventory	08/12/2025	S100161600.00	1,920.36	1,920.36	515115269	Inventory
09/04/2025	202500182	Famcon Pipe & Supply In	Inventory	08/12/2025	S100161686.00	173.20	173.20	515115269	Inventory
09/04/2025	202500182	Famcon Pipe & Supply In	Inventory	08/21/2025	S100162151.00	5,256.62	5,256.62	515115269	Inventory
Total 202500182:							16,515.71		
09/04/2025	202500183	PNC Equipment Finance,	09/01-09/30/25	08/04/2025	2314184	2,863.00	2,863.00	404566240	Equipment Rental
Total 202500183:							2,863.00		
09/04/2025	202500184	PSI Water Technologies I	Brine Pump	08/25/2025	INV0008943	2,142.10	2,142.10	515115256	Equipment Operatio
Total 202500184:							2,142.10		
09/04/2025	202500185	RSI Petroleum	Fuel Services	08/20/2025	417631	1,523.34	1,523.34	404566255	RSIFuel
09/04/2025	202500185	RSI Petroleum	Fuel073125	09/02/2025	CUST#003019	3,875.53	3,875.53	104222255	RSIFuel
09/04/2025	202500185	RSI Petroleum	Fuel073125	09/02/2025	CUST #0 03029	552.78	552.78	104168255	RSIFuel
09/04/2025	202500185	RSI Petroleum	Fuel Services	09/02/2025	CUST #003182	2,685.40	2,685.40	525213255	RSIFuel
09/04/2025	202500185	RSI Petroleum	Fuel Services	09/02/2025	CUST #003191	1,030.79	1,030.79	104131255	RSIFuel
Total 202500185:							9,667.84		
09/04/2025	202500186	Staples Advantage	Supplies	08/25/2025	7006595341	2,085.20	2,085.20	104155250	Other/Office Equip
Total 202500186:							2,085.20		
09/04/2025	202500187	Stewart, Salvador	CR25-0533 -REPLACEPANTS	08/16/2025	REIMBURSEME	103.31	103.31	104212451	Armory/ Safety Equi
Total 202500187:							103.31		
Grand Totals:							34,725.31		

<u>Check Date</u>	<u>Check#</u>	<u>Payee</u>	<u>Description</u>	<u>Invoice Date</u>	<u>In voice #</u>	<u>Invoice \$</u>	<u>Check\$</u>	<u>GLAccount</u>	<u>GLAccount Name</u>
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I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated: 9/4/25

Finance Department 

Report Criteria:

Report type: Invoice detail
Vendor.Vendor Number={<>} 1039
Bank.Bank Number= 1

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount	GLAccount	GL Account Name
08/25	08/27/2025	115533	US Bank Corporate Payment	072525	PW 4576 072525	1,654.02	1,654.02	71-7111-270	Bldg Operation/ Maint
08/25	08/27/2025	115533	US Bank Corporate Payment	072525	PW 4576 072525	1,700.00	1,700.00	10-4168-210	Subscr / Books / Dues
08/25	08/27/2025	115533	US Bank Corporate Payment	072525	PW 4576 072525	61.05	61.05	51-5115-269	Inventory
08/25	08/27/2025	115533	US Bank Corporate Payment	072525	PW 4576 072525	324.00	324.00	10-4168-230	Travel/ Lodging/ Reg
08/25	08/27/2025	115533	US Bank Corporate Payment	072525	PW 4576 072525	311.44	311.44	51-5115-269	Inventory
08/25	08/27/2025	115533	US Bank Corporate Payment	072525	PW 457 6 072525	118.08	118.08	51-5115-451	Armory/ Safety Equip & Su
08/25	08/27/2025	115533	US Bank Corporate Payment	072525	PW 4576 072525	47.61	47.61	51-5115-269	Inventory
08/25	08/27/2025	115533	US Bank Corporate Payment	072525	PW 4576 072525	759.98	759.98	10-4168-230	Travel/ Lodging/ Reg
08/25	08/27/2025	115533	US Bank Corporate Payment	072525	PW 4576 072525	557.16	557.16	10-4168-230	Travel/ Lodging/ Reg
08/25	08/27/2025	115533	US Bank Corporate Payment	072525	PW 4576 072525	319.59	319.59	10-4168-230	Travel/ Lodging/ Reg
08/25	08/27/2025	115533	US Bank Corporate Payment	072525	PW 4576 072525	376.12	376.12	51-5115-269	Inventory
08/25	08/27/2025	115533	US Bank Corporate Payment	072525	PW 4576 072525	755.59	755.59	10-4441-450	Special Depart Supp
08/25	08/27/2025	115533	US Bank Corporate Payment	072525	PW 4576 072525	1,529.33	1,529.33	51-5115-269	Inventory
08/25	08/27/2025	115533	US Bank Corporate Payment	072525	PW 4576 072525	455.52	455.52	27-4411-450	Special Depart Supp
08/25	08/27/2025	115533	US Bank Corporate Payment	072525	PW 4576 072525	-755.59	-755.59	10-4441-450	Special Depart Supp
08/25	08/27/2025	115533	US Bank Corporate Payment	072525	PW 4576 072525	118.08	118.08	51-5115-451	Armory/ Safety Equip & Su
08/25	08/27/2025	115533	US Bank Corporate Payment	072525	PW 4576 072525	608.67	608.67	51-5115-270	Bldg Operation/ Maint
08/25	08/27/2025	115533	US Bank Corporate Payment	072525	PW 4576 072525	122.38	122.38	10-5117 -210	Subscr/ Books / Dues
08/25	08/27/2025	115533	US Bank Corporate Payment	072525	PW 4576 072525	83.80	83.80	10-4155-270	Bldg Operation/ Maint
08/25	08/27/2025	115533	US Bank Corporate Payment	072525	PW 4576 072525	393.30	393.30	27-4411 -254	Veh Operation/ Maint
08/25	08/27/2025	115533	US Bank Corporate Payment	072525	PW 4576 072525	59.04	59.04	51-5115-451	Armory/ Safety Equip & Su
08/25	08/27/2025	115533	US Bank Corporate Payment	072525	PW 4576 072525	75.04	75.04	71-7111-270	Bldg Operation/ Maint
Total PW 4576 072525:							9,674.21		
Total 115533:							9,674.21		
Grand Totals:							9,674.21		

a. RE-ISSUE

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated: 9/4/25

Finance Department [Signature]

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Check Date	Check#	Payee	Description	Invoice Date	Invoice#	Invoice \$	Check\$	GLAccount	GLAccount Name
08/27/2025	9648	Charter Communication	08/09-09/08/25	08/09/2025	10861008092	45.00	45.00	744632284	Telephone - Land
08/27/2025	9648	Charter Communication	08/07-09/06/25	08/07/2025	10866908072	176.24	176.24	744632284	Telephone - Land
Total 9648:							221.24		
09/03/2025	9649	SoCalGas	Housing Gas 07/11-08/12/25	08/14/2025	00705827665 0	10.30	10.30	744632282	Gas
09/03/2025	9649	SoCalGas	Housing Gas 07/11-08/12/25	08/14/2025	01331396257 0	.16	.16	744632282	Gas
09/03/2025	9649	SoCalGas	Housing Gas 07/11-08/12/25	08/14/2025	03431396005 0	93.78	93.78	744632282	Gas
09/03/2025	9649	SoCalGas	Housing Gas 07/11-08/12/25	08/14/2025	124641271200	11.98	11.98	744632282	Gas
09/03/2025	9649	SoCalGas	Housing Gas 07/11-08/12/25	08/14/2025	15402977019 0	13.64	13.64	744632282	Gas
09/03/2025	9649	SoCalGas	Housing Gas 07/11-08/12/25	08/14/2025	15825589029 0	11.98	11.98	744632282	Gas
09/03/2025	9649	SoCalGas	Housing Gas 07/11-08/12/25	08/14/2025	18568166963 0	48.44	48.44	744632282	Gas
Total 9649:							190.28		
09/04/2025	148000304	DiamondIT	August 2025 M365	08/01/2025	38425MS	36.00	36.00	744632630	Contracts
Total 148000304:							36.00		
Grand Totals:							447.52		

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated: 9/4/25

Finance Department [Signature]

Report Criteria:

Check.Check issue date= 08/22/2025-09/04/2025

Check Date	Check #	Payee	Description	Source ID	Amount	Check\$	GL Account
09/04/2025	501608	ALEXIS CLAY	Final Bill Depos	101693.05	65.00	65.00	5102090
Total 501608:					65.00		
09/04/2025	501609	Avina, Rogelio	Final Bill Deposit Refunded	107475.01	18.00	18.00	5102090
Total 501609:					18.00		
09/04/2025	501610	Brock Peachee	Final Bill Deposit Refunded	106191.05	48.00	48.00	5102090
Total 501610:					48.00		
09/04/2025	501611	Cathy Kirn Yip	Final Bill Deposit Refunded	102948.22	70.00	70.00	5102090
Total 501611:					70.00		
09/04/2025	501612	Ethan Weaver	Final Bill Deposit Refunded	102872.07	70.00	70.00	5102090
Total 501612:					70.00		
09/04/2025	501613	Ethan Weaver	Refund Credit Balance	102872.07	4.00	4.00	0101075
Total 501613:					4.00		
09/04/2025	501614	Hughes, Robert	Final Bill Deposit Refunded	105525.06	28.00	28.00	5102090
Total 501614:					28.00		
09/04/2025	501615	JESVI ZAMORA-ZUNIGA	Refund Credit Balance	100655.08	42.00	42.00	0101075
Total 501615:					42.00		
09/04/2025	501616	Joshua Meister	Final Bill Deposit Refunded	107259.03	40.00	40.00	5102090
Total 501616:					40.00		
09/04/2025	501617	Joshua Meister	Final Bill Deposit Refunded	103798.08	15.00	15.00	5102090
Total 501617:					15.00		
09/04/2025	501618	KYLE STENGEL	Final Bill Deposit Refunded	105548.17	16.00	16.00	5102090
Total 501618:					16.00		
09/04/2025	501619	Leonardo Martin	Final Bill Deposit Refunded	103799.10	55.00	55.00	5102090
Total 501619:					55.00		

Finance Approval By: _____

Date _____

Check Date	Check #	Payee	Description	Source ID	Amount	Check\$	GL Account
09/04/2025	501620	Michael Kulikoff	Final Bill Deposit Refunded	101900.02	45.00	45.00	5102090
Total 501620:					45.00		
09/04/2025	501621	Rosa Gamboa	Final Bill Deposit Refunded	101362.08	35.00	35.00	5102090
Total 501621:					35.00		
09/04/2025	501622	Seth Stern	Final Bill Deposit Refunded	102385.08	24.00	24.00	5102090
Total 501622:					24.00		
09/04/2025	501623	Shirley Davis	Final Bill Deposit Refunded	105607.08	32.00	32.00	5102090
Total 501623:					32.00		
09/04/2025	501624	Vincent Ramos Lopez, Carlos Ramos Lop	Final Bill Deposit Refunded	102469.02	48.00	48.00	5102090
Total 501624:					48.00		
09/04/2025	501625	Zachary Thorton	Final Bill Deposit Refunded	102715.03	68.00	68.00	5102090
Total 501625:					68.00		
09/04/2025	501626	Zheng, Curtis	Final Bill Deposit Refunded	106342.05	39.00	39.00	5102090
Total 501626:					39.00		
Grand Totals:					762.00		

Finance Approval By: 

Date: 9/21/2025



COUNCIL AGENDA ITEM

September 9, 2025

TO: Honorable Mayor and Members of the City Council

FROM: Christy Marie Lopez, Assistant City Attorney

SUBJECT: Consideration of Resolutions Calling a Special Election For Filling Up To Two (2) Vacancies, or in the alternative, Consider the Appointment of Up To Two (2) Councilmembers to Fill Vacancies on the City Council

BACKGROUND

Councilmember Michael Kulikoff and Mayor Pro Tem Jesse Hightower were elected to serve a four (4) year term as City Councilmembers ("Councilmembers") in the November 2022 and 2024 general elections, respectively. At the July 8, 2025 Council Meeting, Councilmember Michael Kulikoff resigned, and on July 10, 2025 Mayor Pro Tem Jesse Hightower resigned. Due to the resignations, there are two vacancies on the City Council. Per the Government Code, the City Council must fill the vacancy either by appointment or by calling a special election within 60 days of the vacancies.

DISCUSSION

California Government Code Section 36512 describes the actions to be taken in connection with a vacancy in an office. It states that if a vacancy occurs in an elective office, the council shall, within 60 days from the commencement of the vacancy, either fill the vacancy by appointment or call a special election to fill the vacancy. Based on the dates of resignation identified above, the Council must act by September 6, 2025 to fill former Councilmember Kulikoff's seat and by September 8, 2025 to fill former Mayor Pro Tem Hightower's seat.

It should be noted that Government Code Section 36512 provides that in the event that City opts to fill the vacancies by special election, the "person elected to fill a vacancy holds office for the unexpired term of the former incumbent." (Government Code Section 36512(b)(1).) Councilmember Kulikoff's term would have expired in November of 2026 and former Mayor Pro Tem Jesse Hightower's term would have expired in November of 2028.

If the council fills the vacancy by appointment, and the vacancy occurs within the first half of the term and at least 130 days prior to the next general election, the person shall hold office until the next general election, where the position will be up for election

again and filled for the remainder of the term. Therefore, the person appointed to fill former Mayor Pro Tem Hightower’s seat will hold the office until the certification of the results from the election in November 2028 and the person appointed to fill former Councilmember Kulikoff’s seat, will hold the office until certification of results from the election in November 2026. Should the council desire to appoint councilmembers, a proposed resolution is attached.

If the City Council desires to call a special election to fill the vacancies, it is recommended that the City Council adopt the following proposed resolutions: (1) Resolution calling the Special Election, to fill the two vacancies, to be held on June 2, 2026; (2) Resolution requesting that this Special Election be consolidated with the Statewide Primary Election being held by the County on June 2, 2026; (3) Resolution concerning procedures for candidate statements; and (4) Resolution concerning procedures in the case of a tie vote.

RECOMMENDATION

1. Motion to appoint up to two (2) Councilmembers; or
2. Adopt resolutions calling for a special municipal election to fill two (2) vacancies on the City Council and authorize the City Clerk as follows:
 1. Resolution calling the Special Election to fill the two vacancies to be held on June 2, 2026; and
 2. Resolution requesting that this Special Election be consolidated with the Statewide Primary Election being held by the County on June 2, 2026; and
 3. Resolution concerning procedures for candidate statements; and
 4. Resolution concerning procedures in the case of a tie vote; and
 5. Authorize the City Clerk to finalize and make such modifications to these Resolutions as may be required by Kern County and applicable law, subject to the City Attorney’s approval as to form.

FISCAL IMPACT

In the event that a special election is called, costs will be incurred. Many factors impact the cost of elections, including voting systems, ballot printing costs, ballot postage, and voter information guide typesetting, printing and postage fees. The approximate costs for a special election to fill the vacancies that is consolidated with the Statewide Primary Election held by the County on June 2, 2026 is approximately \$50,000 including printing costs.

ENVIRONMENTAL REVIEW

The adoption of the proposed resolutions are exempt from the California Environmental Quality Act (“CEQA”) because it does not qualify as a “project” pursuant to Public Resource Code section

21065 and CEQA Guidelines Sections 15320, 15378 and 15061(b)(3) since it can be seen with certainty that there is no possibility that the City's action would cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

ATTACHMENTS:

1. Resolution 2025-3159
2. Resolution 2025-3160
3. Resolution 2025-3161
4. Resolution 2025-3162

RESOLUTION NO. 25-3159

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY, CALLING FOR THE HOLDING OF A SPECIAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, JUNE 2, 2026, FOR THE ELECTION OF TWO (2) MEMBERS OF THE CITY COUNCIL AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES

WHEREAS, on July 8, 2025 Councilmember Michael Kulikoff resigned, and on July 10, 2025 Mayor ProTem Jesse Hightower resigned resulting in two (2) vacancies on the City Council; and

WHEREAS, former Councilmember Kulikoff's term would have expired on January 4, 2027 and former Mayor ProTem Jesse Hightower's term would have expired on January 8, 2029; and

WHEREAS, Government Code Section 36512 provides that the City Council must fill such vacancies by either appointment or special election; and

WHEREAS, the terms of each elected Councilmember seat is governed by Government Code Section 36512, which provides that "a person elected to fill a vacancy holds office for the unexpired term of the former incumbent"; and

WHEREAS, the City Council now desires to fill such appointments by a special election; and

WHEREAS, under the provisions of the laws relating to general law cities in the State of California, a Special Municipal Election shall be held on Tuesday, June 2, 2026, for the election of two (2) City Councilmembers.

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

SECTION 1. That pursuant to the requirements of the laws of the State of California relating to General Law cities, there is called and ordered to be held in the City of California City, California, on Tuesday, June 2, 2026, a Special Municipal Election for the purpose of electing certain members of the City Council as follows:

One (1) Member of the City Council, in which vacancy was created by the resignation of Michael Kulkoff, for the term of office that ends on January 4, 2027.

One (1) Member of the City Council, in which vacancy was created by the resignation of Jesse Hightower, for the term of office that ends on January 8, 2029.

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

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

SECTION 4. That the vote center locations and hours of operations, ballot drop box locations and hours of operations, vote-by-mail procedures and timing, the election officers, and all other persons and procedures for this Special Municipal Election shall be the same as those utilized by the County of Kern and in compliance with the Elections Code of the State of California. That the polls for the election shall open at seven (7) o'clock a.m. of the day of the election and shall remain open continuously from that time until eight (8) o'clock p.m. of the same day when the polls shall be closed pursuant to Election Code §10242, except provided in §14401 of the Elections Code of the State of California.

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

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

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

SECTION 8. The City Council authorized the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of California City, this 9th day of September 2025.

Marquette E. Hawkins,
Mayor

ATTEST:

Leandrea Weible
Acting City Clerk

APPROVED AS TO FORM:

Victor M. Ponto,
City Attorney

CERTIFICATION

I, Leandrea Weible, Acting City Clerk of the City of California City, California, hereby certify that the foregoing resolution was duly adopted at a meeting of the City Council of said City at its meeting held on the 9th of September 2025, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of California City, California, this _____ day of September 2025.

Leandrea Weible
Acting City Clerk

RESOLUTION NO. 25-3160

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF KERN TO CONSOLIDATE A SPECIAL ELECTION TO BE HELD ON TUESDAY, JUNE 2, 2026, WITH THE STATEWIDE PRIMARY ELECTION TO BE HELD ON THAT DATE PURSUANT TO ELECTIONS CODE §10403

WHEREAS, a Special Municipal Election is to be held in the City of California City, California, (the "City") on Tuesday, June 2, 2026, for the purpose of electing two (2) members of the City Council, with one term expiring on January 4, 2027 and the other term expiring in January 8, 2029, in order to fill two vacancies pursuant to Government Code Section 36512; and

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

WHEREAS, all necessary expenses in performing these consolidated election services shall be paid by the City of California City.

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

SECTION 1. That pursuant to the requirements of Section 10403 of the Elections Code, the Board of Supervisors of the County of Kern ("Board of Supervisors") is hereby requested to consent and agree to the consolidation of the City's Special Municipal Election with the Statewide Primary Election on Tuesday, June 2, 2026, for the purpose of electing two (2) members of the City Council with one term expiring in January 4, 2027 and the other term expiring in January 8, 2029.

SECTION 2. That the Kern County Registrar of Voters is authorized to canvass the returns of the Special Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used. The election will be held and conducted in accordance with the provisions of law regulating statewide elections.

SECTION 3. That the Board of Supervisors is requested to issue instructions to the Kern County Registrar of Voters to take any and all steps necessary for the holding of the consolidated election.

SECTION 4. That the City of California City recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs related to this election upon presentation to the City of an invoice therefor.

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

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

PASSED, APPROVED, AND ADOPTED by the City Council of the City of California City, this 9th day of September 2025.

Marquette E. Hawkins,
Mayor

ATTEST:

APPROVED AS TO FORM:

Leandrea Weible
Acting City Clerk

Victor M. Ponto,
City Attorney

CERTIFICATION

I, Leandrea Weible, Acting City Clerk of the City of California City, California, hereby certify that the foregoing resolution was duly adopted at a meeting of the City Council of said City at its meeting held on the 9th of September 2025, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of California City, California, this 9th day of September 2025.

Leandrea Weible
Acting City Clerk

RESOLUTION NO. 25-3161

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES' STATEMENTS SUBMITTED TO THE VOTERS AT A SPECIAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, JUNE 2, 2026

WHEREAS, a Special Municipal Election is to be held in the City of California City, California, (the "City") on Tuesday, June 2, 2026, for the purpose of electing two (2) members of the City Council, with one term expiring on January 4, 2027 and the other term expiring in January 8, 2029, in order to fill two vacancies pursuant to Government Code Section 36512; and

WHEREAS, Section 13307 of the Elections Code of the State of California provides that the governing body of any local agency adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the candidates' statement.

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

SECTION 1. GENERAL PROVISIONS: that pursuant to Section 13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at an election to be held in the City of California City on June 2, 2026, may prepare a candidate's statement on an appropriate form provided by the City Clerk. The statement may include the name, age and occupation of the candidate and a brief description of no more than two hundred (200) words of the candidate's education and qualifications expressed by the candidate themselves. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. The statement shall be filed in typewritten form in the office of the City Clerk, at the time the candidate's nomination papers are filed. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

SECTION 2. FOREIGN LANGUAGE POLICY

- A. Pursuant to the Federal Voting Rights Act, candidates' statements will be translated into all languages required by the County of Kern. The County is required to translate candidate's statements into the following languages: Spanish.
- B. The County will print and mail voter information guides, sample ballots, and candidates' statements to all voters in English and Spanish. The County will make the voter information guides, sample ballots, and candidates'

statements in the required languages available at all polling places, on the County's website, and in the Elections Official's Office.

SECTION 3. PAYMENT

A. Translations:

1. The candidate shall be required to pay for the cost of translation of the candidates' statement into any required foreign language as specified in (A) and (B) of Section 2 above pursuant to Federal and/or State Law.

B. Printing:

1. The candidate shall be required to pay for the cost of printing candidates' statement in English in the main voter pamphlet.
2. The candidate shall be required to pay for the cost of printing the candidates' statement in a foreign language as required in (A) of Section 2 above, in the main voter pamphlet.
3. The candidate shall be required to pay for the cost of printing the candidates' statement in a foreign language as required by (A) of Section 2 above, in the facsimile pamphlet.

The City Clerk shall estimate the total cost of printing, handling, translating, and mailing the Candidate's Statements filed pursuant to this section, including costs incurred as a result of complying with the Voting Rights Act of 1965 as amended, and require each candidate filing a statement to pay, in advance to the local agency, their estimated pro-rata share as a condition of having his or her statement included in the voter's pamphlet. In the event the estimated payment is required, the estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the City Clerk is not bound by the estimate and may, on a pro-rata basis, bill the candidate for additional actual expense or refund any excess paid depending on the final actual costs. In the event of underpayment, the Clerk may require the candidate to pay the balance of the cost incurred. In the event of overpayment, the Clerk shall prorate the excess amount among the candidates and refund the excess amount paid within thirty (30) days of the election.

SECTION 4. No candidate will be permitted to include additional material in the voter information guide and sample ballot package, as applicable.

SECTION 5. That the City Clerk shall provide each candidate, or the candidate's representative, with a copy of this resolution at the time nomination papers are issued.

SECTION 6. That all previous resolutions establishing Council policy on payment for candidates' statements are repealed.

SECTION 7. That this resolution shall apply only to the election to be held on June 2, 2026, and shall then be repealed.

SECTION 8. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of California City, this 9th day of September 2025.

Marquette E. Hawkins,
Mayor

ATTEST:

APPROVED AS TO FORM:

Leandrea Weible
Acting City Clerk

Victor M. Ponto,
City Attorney

[THIS SPACE INTENTIONALLY LEFT BLANK]

CERTIFICATION

I, Leandrea Weible, Acting City Clerk of the City of California City, California, hereby certify that the foregoing resolution was duly adopted at a meeting of the City Council of said City at its meeting held on the 9th of September 2025, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of California City, California, this 9th day of September 2025.

Leandrea Weible,
Acting City Clerk

RESOLUTION NO. 25-3162

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY, PROVIDING FOR A PROCEDURE FOR DETERMINING, BY LOT, A TIE AMONG CANDIDATES AT THE JUNE 2, 2026, SPECIAL MUNICIPAL ELECTION IN ACCORDANCE WITH ELECTIONS CODE §15651 AND RESCINDING PREVIOUS RESOLUTIONS RELATED THERETO

WHEREAS, a Special Municipal Election is to be held in the City of California City, California, (the "City") on Tuesday, June 2, 2026, for the purpose of electing two (2) members of the City Council, with one term expiring on January 4, 2027 and the other term expiring in January 8, 2029, in order to fill two vacancies pursuant to Government Code Section 36512; and

WHEREAS, Section 15651 of the Elections Code of the State of California authorizes the City Council to determine the means and manner in which a tie vote is to be resolved in the event that two or more persons receive an equal and the highest number of votes ("tie votes") for an office to be voted upon in the City.

WHEREAS, Section 15651 of the Elections Code of the State of California provides that the tie vote shall be resolved in one of the following ways:

a) **By Lot:** The City Clerk, serving as the Elections Official pursuant to Elections Code § 320, or their designee, shall summon the candidates who have received the tie votes, whether upon the canvass of the returns or upon recount by a court, to appear before the City Council at a time to be designated by the City Council. The City Clerk shall at that time and place resolve the tie votes by lot (defined below).

b) **By Special Election:** The legislative body may resolve a tie vote by conducting a special runoff election involving those candidates who receive an equal number of votes. A special runoff election shall be held only if the legislative body adopts provisions of Section 15651 (b) of the Elections Code prior to conducting the election resulting in the tie vote. All future elections conducted by said legislative body shall be resolved likewise, unless the legislative body later repeals the order for the conduct of a special runoff election.

WHEREAS, the City Council of the City of California City ("City Council") desires that any tie vote resulting from the June 2, 2026 General Municipal Election be resolved by lot.

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

SECTION 1. That pursuant to Section 15651 of the Elections Code of the State of California, if any two or more persons receive an equal and the highest number of

votes for an office to be voted for within the City of California City (the "City"), the tie votes shall be resolved by lot. "By lot" means, by deciding the matter through implementing a method of chance, in order to afford each candidates receiving tie votes a fair opportunity at election.

SECTION 2. That the City Council has the authority to resolve tie votes by lot, by implementing various methods of chance, including, but not limited to, a coin toss, generation of random number, or drawing of names. In the interest of maintaining decorum, fairness, and transparency, the method implemented for resolving tie votes in the June 2, 2026, Special Municipal Election shall be the drawing of names, in accordance with the following procedure:

A. In the event of a tie vote, the City Council, in accordance with Elections Code Section 15651(a), shall set a date and time and place and summon the candidates who have received the tie votes to appear and will determine the tie by lot as provided herein.

B. The City Clerk shall type the name of each candidate who has tied for a particular office on a separate, but identical piece of paper, which shall be folded and deposited into a container and mixed so that the pieces of paper become indistinguishable.

C. The City Clerk, or their designee, shall then draw from the container one piece of paper for the particular office to be filled by the candidates who have tied.

D. The candidate(s) whose name(s) appear(s) upon the drawn piece(s) of paper shall be deemed elected.

E. This process shall be repeated for each particular office to be filled at the June 2, 2026, Special Municipal Election.

SECTION 3. That this resolution shall apply only to the election to be held on Tuesday, June 2, 2026, and shall be repealed upon the City Council's declaration of election results.

SECTION 4. That previous resolutions calling for a special runoff election are hereby repealed.

SECTION 5. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of California City, this 9th day of September 2025.

Marquette E. Hawkins,
Mayor

ATTEST:

APPROVED AS TO FORM:

Leann Andrea Weible
Acting City Clerk

Victor M. Ponto,
City Attorney

CERTIFICATION

I, Leandrea Weible , Acting City Clerk of the City of California City, California, hereby certify that the foregoing resolution was duly adopted at a meeting of the City Council of said City at its meeting held on the 9th of September 2025, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of California City, California, this 9th day of September 2025.

Leandrea Weible
Acting City Clerk



COUNCIL AGENDA ITEM

September 9, 2025

TO: Honorable Mayor and City Council

FROM: Christopher Lopez, City Manager
Joe Barragan, Public Works Director

SUBJECT: A Resolution Of The City Council Of The City Of California City Authorizing The City Manager To Execute The Contract With BHT Engineering, Inc. For On-Call Professional Engineering Services for Local, State, And Federally Funded Projects

BACKGROUND: City Staff created and advertised an RFQ for On-Call Professional Engineering Services to comply with State and Federal Regulations. Only two firms submitted their qualifications, BHT and DPSI. Of the two qualifications submitted, only one was responsive (BHT). DPSI was marked as “non-responsive” due to a lack of required content in their submission.

BHT contract expired 6/30/2025, BHT had been the City’s Engineer for the last six years. So currently the City does not have a contract with an Engineering Firm. BHT has done a great job for the City over the last six years and since they were the one responsive firm to submit their qualifications, staff would like the City Council to authorize the City Manager to enter into a contract with BHT until 06/30/2030.

RECOMMENDATION: The City Council approve and authorize the City Manager to sign a new agreement with BHT with an expiration date of 06-30-2030.

ATTACHMENTS:

1. Proposed Contract
2. BHTs Qualifications Packet
3. Proof of Publication
4. Resolution

FISCAL IMPACT:

Contract / Agreement Fees will vary per project.

Fees are charged on a per-project basis, and no projects are started until a signed task order before any work begins.

ENVIRONMENTAL ACTION:

N/A

CITY OF CALIFORNIA CITY

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this Month day of Day, 2025, by and between the City of California City, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 21000 Hacienda Blvd., California City, CA 93505 ("City") and BHT ENGINEERING, INC., a Civil Engineering, Building Design & Construction Management Corporation in the state of California, with its principal place of business at 218 South H Street, Suite 203; Bakersfield, CA 93304 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional On-Call Professional Engineering Services for activities associated with Local, Federal, and State funded projects consulting services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional On-Call Professional Engineering Services for activities associated with Local, Federal, and State funded projects consulting services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render On-Call Professional Engineering Services for activities associated with Local, Federal, and State funded projects ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional On-Call Professional Engineering Services for activities associated with Local, Federal, and State funded projects consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Additionally, the Consultant acknowledges that Consultant will be executing a contract, substantially similar to the contract at Exhibit "D," and Consultant hereby agrees that it will comply with all legal requirements, including all Federal requirements, applicable to the Services as identified in said contract.

3.1.2 Term. The term of this Agreement shall be from Month day of XX, 2025 to June 30, 2030, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor; Control and Payment of Subordinates.

The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Juan M. Pantoja, Ramon H. Pantoja, and Miguel H. Pantoja.

3.2.5 City's Representative. The City hereby designates **Joe Barragan, Public Works Director**, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates **Juan M. Pantoja CEO**, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in

compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.10.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability:
Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance:
Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Code 1), or if Consultant has no owned autos, "Hired Auto" (Code 8) and "Non-Owned Auto" (Code 9), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence

(C) Workers' Compensation/Employer's Liability:
Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease. If Consultant has no employees

or agents, Consultant shall not be required to maintain Workers' Compensation Insurance. However, in the event that Consultant hires employees or agents during the term of this Agreement, Consultant shall obtain and maintain Workers' Compensation/Employer's Liability Insurance in accordance with this section.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

3.2.10.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability
[INSERT "and Pollution Liability"; OTHERWISE, ALWAYS DELETE]:

(1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability:

(1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Workers' Compensation:

(1) Cancellation: Required insurance policies shall not be

canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

(D) Professional Liability (Errors & Omissions):

(1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(2) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must “pay on behalf of” the insured and include a provision establishing the insurer’s duty to defend.

3.2.10.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.10.5 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. Consultant shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.10.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.10.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all

endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.10.8 Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.

3.2.10.9 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.10.10 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of noncompliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.10.11 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained herein are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. If the Consultant maintains higher limits than the minimums contained herein, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.2.10.12 Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

(A) The Retroactive Date must be shown and must be before the effective date of the Agreement or the beginning of work under this Agreement.

(B) Such insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of all services under this Agreement.

(C) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the effective date of the Agreement, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of all services under this Agreement.

3.2.10.13 Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

3.2.10.14 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant’s subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant’s compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.12 Water Quality Management and Compliance.

3.2.12.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Consultant hereby acknowledges that it has investigated the risk arising from such waters, and assumes any and all risks and liabilities arising therefrom.

3.2.12.2 Compliance with Water Quality Laws, Ordinances and Regulations. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the

performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant shall additionally comply with the lawful requirements of the City, and any other water district, municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

3.2.12.3 Standard of Care. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Section 3.2.12.2 of this Agreement. Consultant further warrants that it, its employees and subcontractors have or will receive adequate training, as determined by the City, regarding these requirements as they may relate to the Services.

3.2.12.4 Liability for Non-compliance.

(A) Indemnity: Failure to comply with laws, regulations, and ordinances listed in Section 3.2.12.2 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Consultant agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) Defense: City reserves the right to defend any enforcement action or civil action brought against the City for Consultant's failure to comply with any applicable water quality law, regulation, or policy. Consultant hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) Damages: City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in Section 3.2.12.2 of this Agreement, or any other relevant water quality law, regulation, or policy.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized

reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **the amount on the signed Task Order that relates to the specific project** without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.1 (A) For Federal and State funded projects subject to Caltrans oversight, the amount payable by the City for all Task Order Contracts must not exceed a cumulative maximum total value of Nine Hundred Eighty-Nine Thousand Dollars (\$989,000). It is understood and agreed that there is no guarantee, either expressed or implied, that this dollar amount will be authorized under this contract through Task Orders.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

3.4 California Labor Code Provisions.

3.4.1 Prevailing Wage Law. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall obtain a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement from the website of the

Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlstr/. In the alternative, Consultant may view a copy of the prevailing rates of per diem wages at the City. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration. If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements.

3.5 Accounting Records.

3.5.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.6 General Provisions.

3.6.1 Termination of Agreement.

3.6.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.1.4 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: **BHT ENGINEERING, INC.**
218 South H Street
Suite 203
Bakersfield, CA 93304
ATTN: Juan M. Pantoja CEO

City: City of California City
21000 Hacienda Blvd.
California City, California 93505
ATTN: **Joe Barragan, Public Works Director**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Ownership of Materials and Confidentiality.

3.6.2.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.6.2.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services

or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.2.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.6.5 Indemnification.

3.6.5.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by the City), indemnify and hold the City, its officials, officers, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation

the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents or volunteers.

3.6.5.2 Additional Indemnity Obligations. To the fullest extent permitted by law, Consultant shall defend, with counsel of City's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.6.5.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Consultant shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.6.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.6.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Kern County.

3.6.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.9 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.11 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.6.15 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.17 Prohibited Interests. Consultant warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.18 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such nondiscrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.6.19 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.6.20 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7 Subcontracting.

3.7.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

CITY OF CALIFORNIA CITY

BHT ENGINEERING, INC.

By:

By:

Christopher Lopez
City Manager

Juan M. Pantoja, CEO

ATTEST:

By:

Ramon Pantoja, CFE

By:

City Clerk

APPROVED AS TO FORM:

By:

Victor Ponto
City Attorney

EXHIBIT "A"

4. SCOPE OF WORK/SERVICES

The proposed scope of work detailed below is based on a typical Federal/State funded roadway project under Caltrans Local Assistance oversight. Please note that the exact scope of work is unknown at this time and will vary between projects. However, typical professional engineering services for projects might include but not be limited to the following federal scope:

A. PROJECT MANAGEMENT

BHT Engineering, Inc. will be responsible for project management activities throughout the life of the contract and the scope of activities includes but is not limited to, coordinating and being responsible for scheduling meetings, managing the project schedule, preparing and distributing minutes, field reviews, tracking action items for the City and consultant sub-contractors, and preparing all submissions for the City to submit to Caltrans Local Assistance and other agencies.

1. Pre-Design Phase *Author(Uon*

BHT Engineering, Inc. will prepare and submit the Request for Authorization to Proceed with Preliminary Engineering package using procedures outlined in Chapter 3 of the Caltrans Local Assistance Procedures Manual.

Deliverables:

- Request for Authorization to Proceed with *Preliminary Engineering* package" (Exhibit: 3-A with applicable attachments)

2. Progress Invoicing

BHT Engineering Inc. will prepare and submit progress invoices per Chapter 5 of the Caltrans Local Assistance Procedures Manual. These progress invoices are required to obtain reimbursement for the City's expenditures on local federal-aid and state funded projects.

The invoice preparation will be coordinated with the City Manager/Public Works Director for their certification and signature. It is anticipated that City Staff will provide the project team with an executed Program Supplement Agreement and copies of payment checks or incurred costs in order to prepare the progress invoices. It is anticipated that two (2) progress invoices will be prepared per phase.

Deliverables:

- Progress Invoice {2} per phase (PDF)

B. PRELIMINARY ENGINEERING

Preliminary Engineering includes but is not limited to, preliminary design and other activities and analyses, such as environmental assessments, topographic surveys, metes and bounds surveys, geotechnical investigations, hydrologic analysis, hydraulic analysis, utility engineering, traffic studies, financial plans, revenue estimates, hazardous materials assessment, general estimates of the types and quantities of materials, and other work needed to establish parameters for the final design.

This task will include project management for internal team coordination needs and coordination with City Staff throughout the duration of the project. The project team will conduct internal coordination meetings at each phase of the design process to ensure team members are current in project goals and criteria, as well as apprised of any project adjustments. This task includes project setup, coordination, budget/schedule monitoring, and invoicing.

BHT Engineering, Inc. will coordinate with City Staff (City Manager, Public Works Director, and/or Street Superintendent), for initial project's concept and direction. It is anticipated that the City will gather and provide pertinent record information as available and provide this information to the project team (e.g. Design E-76, records plans).

1. Environmental Compliance - NEPA

BHT Engineering, Inc. will prepare the Caltrans Exhibit 6-A Preliminary Environmental Study (PES) form 1, in accordance with Chapter 6 of the Caltrans Local Assistance Procedures Manual. The PES form will be submitted to the Caltrans District Local Assistance Engineer in District 9 for review and approval. BHT Engineering, Inc. team will be supported by Sapphos Environmental, Inc. to prepare technical studies, if any, identified in the Caltrans approved PES form 1. Sapphos Environmental, Inc. is familiar with the California City region and has wide-ranging experience and a broad working knowledge of the requirements associated with regulatory compliance related to the protection of biological resources in Kern County, CA, as specified by the National Environmental Policy Act (NEPA), the California Environmental Quality Act (CEQA), the Federal and State Endangered Species Acts (ESAs), the Migratory Bird Treaty Act, Sections 401 and 404 of the Clean Water Act, and Section 2081 of the State Fish and Game Code, as well as local policies and regulations pertinent to the specific challenges of natural resources in local areas.

If needed, BHT Engineering, Inc. will arrange and attend a Field Review meeting at the job site with Caltrans and City representatives to identify the limits and scope of work of the specific project. BHT

Engineering, Inc. **will keep** both a hard copy and electronic files for this project to meet Caltrans reporting requirements.

Deliverables:

- Completed PES Form and technical studies to complete NEPA document and/or CEQA document. (Portable Document Format (PDF))

2. Surveys and Mapping

BHT Engineering, Inc. will provide data collection, and field engineering surveying necessary for preliminary engineering design, cost estimates, and the level of environmental clearance. BHT Engineering's Survey Crew under supervision of Mr. Juan Pantoja, will conduct the topographic/site surveys

BHT Engineering, Inc. team will be supported by Wiley D. Hughes Surveying, Inc. to conduct Land Surveying services (right of way surveys, boundary surveys, etc.) if any and as necessary by the specific project's scope for Federal/State funded projects. Right of way will be established using record map on file with the County Surveyor's Office and Preliminary Title Reports, supplied by the City, for potentially affected parcels. We are assuming that sufficient monuments shown on existing Kern County recorded survey maps exist and that no material discrepancies are discovered. If sufficient monuments do not exist, additional field and office survey may need to be performed and this is not included herein.

Following completion of design efforts a Right of Way certification will be provided for City's signature.

Deliverables:

- Topographic survey base map with electronic file in AutoCAD 2024 (or newer) format.
- Right of Way Certification for City's signature - Caltrans Exhibit 13-A or 13-8 as appropriate.

3. Preliminary Engineering Studies - Geotechnical/ Analysis

The BHT Engineering, Inc. team will be supported by BSK Associates (BSK) and Vor Soils Engineering, Inc. (SEI) for geotechnical engineering services, as needed, on federally or state-funded projects. Assignments will be given to BSK and/or SEI based on availability, project requirements, and complexity.

Founded in 1966, BSK Associates has been in business for 54 years and is a 100 percent employee-owned California S-corporation that provides construction observation/materials testing/special inspection, consulting engineering, and analytical laboratory services. BSK currently employs a staff of approximately 200 with offices and laboratories throughout California, Oregon and Washington.

Soils Engineering, Inc. (SEI) geotechnical and materials division for geotechnical engineering, construction observation/materials testing/special inspection and analytical laboratory services as needed. SEI has almost 60 years of experience in providing geotechnical and geological engineering, environmental assessments, and testing and surveying services to private, government and industrial clients throughout California. Mr. On Man Lau, M.Sc., P.E., G.E. will be the Project Manager for this contract

The number and depth of borings will be determined based on specific project needs. Soil samples will be collected and tested as necessary to assess corrosion potential and R-Value. Our consultant(s) will provide the team with a pavement structural section based on the R-Value across a range of TI values. The team will seek input from the City regarding the required TI for the project. The Preliminary Geotechnical Report will include recommendations for pavement structural sections, infiltration rates based on USGS soil mapping or stormwater improvements (as necessary), and concrete specifications in response to soil corrosivity. A draft report will be prepared for City review.

Comments will be addressed as appropriate and a Final report will be prepared

Deliverables:

- Draft and Final Preliminary Geotechnical Report (PDF)

4. Utility Coordination

Utility 'A' letters serve to request as-built information from utility facility owners and provide notification of upcoming work. Using the USA North design inquiry tool BHT Engineering, Inc. will obtain a list of utility owners within the area. We will then prepare and distribute an 'A' letter request to obtain as-built information. Given the potential for utility relocations and/or adjustments, it is important to begin outreach to Utility Companies during the preliminary stages of design.

If the as-built information provided by the Utility Companies is not satisfactory or clear, we will resolve reasonable uncertainties with the Utility Company and the City and may recommend pot-holing to clearly identify the horizontal and/or vertical location of their facilities. Please note that pot-holing of utility facilities is not currently included in our scope of work.

Between the Preliminary and Draft Final (90%) PS&E deliverables, we will send out 'B' Letters also known as a Notice to Owners, informing affected utility owners that we have identified a conflict with the location of their utility facilities and request potholing as needed. We will coordinate and attend a field meeting to meet with affected utility companies if needed to go over the proposed project and discuss potential relocation strategies.

During the Draft Final (90%) PS&E design phase we will send the affected Utility Companies a 'C' Letter, also known as the Final Notice (to relocate). While BHT Engineering, Inc. will distribute the final 'C' letter and continue to coordinate relocations as needed, it is anticipated that affected utility facility owners will provide utility agreements to the City for their review and action.

Deliverables:

- ABC Utility letters (PDF)

5. Preliminary Design • Plans and Estimate

The project team will prepare concept and preliminary plan layouts and present the layouts to the City for review. These preliminary design drawings can be submitted to regulatory or funding bodies for approvals, as needed.

Plan sheets will represent proposed roadway geometric design, demolition, asphalt and base improvements, drainage, grading, curb, gutter, sidewalks, cross gutters, ADA access ramps, street signage, street striping/markings, electrical improvements, landscaping, irrigation, and intersection improvements, etc.

Preliminary plan sheets may include:

- Layout Sheets (PDF)
- Construction Details (PDF)

A planning level cost estimate will accompany the preliminary plans. Following the submittal of the preliminary plans BHT Engineering, Inc. anticipates the City will submit one (1) set of combined review comments.

Deliverables:

- Preliminary Design Plans (PDF)
- Planning Level Cost Estimate (PDF)

May 29, 2025

6. **Design Phase**

Following the City's review of the preliminary plans we anticipate receiving one (1) set of combined written comments from the City. The design team will then begin to prepare the project plans, specifications, and cost estimate. Technical specifications prepared by BHT Engineering, Inc. will conform to Caltrans 2024 standard specification format and refer to 2024 Caltrans Standard Plans and current City Development Standards, as appropriate. The project team will ensure that mitigation measures presented as commitments in environmental documents, and that conditions and restrictions associated with regulatory permits, are incorporated into appropriate contract documents, plans, specifications and estimates prior to proceeding with construction activities.

Quantities and bid prices will be prepared and calculated following the completion of site layout and design. The Draft Final Engineer's Cost Estimate and bid sheet will be delivered to the City for budgeting purposes. Unit prices will be developed using relevant as-bid data.

Draft Final (90%) PS&E Submittal

The project team will further develop the preliminary design and project plans to a 90% review level. It is anticipated that revisions to the design concepts will be minor in nature at this stage. The plans will incorporate relevant City, State, and Federal standards where applicable. The plans will further identify specific project needs and recommend solutions to meet those needs.

Deliverables:

- Draft Final Plans (PDF)
- Draft Final Technical Specifications (PDF, Word)
- Draft Final Engineer's Cost Estimate (PDF, Excel)

Final PS&E Submittal

Incorporating minor edits requested by the City we will finalize, stamp and sign the final plans, technical specifications, and Engineer's Cost Estimate and deliver them to the City for budgeting and bidding.

Deliverables:

- Final Plans (PDF)
- Final Technical Specifications (PDF, Word)
- Final Engineer's Cost Estimate (PDF, Excel)

7. Permits

BHT Engineering, Inc. will incorporate permit conditions and restrictions into the final design. Permits could include but are not limited to: Army Corps of Engineers Section 404 Nationwide Permit Section 404 Individual Permit; NEPA/404 Integration MOU, Section 10 Permit; Regional Water Quality Control Board Section 401 Water Quality Certification and National Pollution Discharge Permit; California Department of Fish and Wildlife Streambed Alteration Agreement. Typical mitigation includes hay bales, silt fencing, dust control, riprap, soil stabilization matting, slope drain, turbidity barrier, etc.

Because the scope of work is unknown at this time, the actual permits, if any, required is unknown as well, therefore the costs associated with the permit application and processing are not included in this proposal. The permit fees and costs are to be paid by the City directly to the regulatory agency and are not included in this proposal.

Deliverables:

- Permit Application, as appropriate (PDF)

8. Construction Phase Authorization

BHT Engineering, Inc. will prepare and submit the Request for Authorization to Proceed with Construction package using procedures outlined in Chapter 3 of the Caltrans Local Assistance Procedures Manual.

Federal Authorization to Proceed with construction must be received prior to advertising. Projects advertised for a construction contract prior to federal authorization are not eligible for federal reimbursement.

Deliverables:

- Request for Authorization to Proceed with Construction package (Exhibit 3-A with applicable attachments)

9. Bidding and Award of Project

Upon receipt of an Authorization to Proceed for Construction (E-76) by Caltrans District 9, BHT Engineering, Inc. will coordinate with City Staff for the advertisement and award of the project. A minimum advertising period of three weeks is required for all federal-aid projects.

The advertising costs are to be paid by the City directly to the advertising newspaper and are not included in this proposal.

BHT Engineering, Inc. will provide electronic copies to Plan Rooms to increase project exposure and competition. It is anticipated that a minimum of 3 plan rooms will be contacted.

During the advertising period, BHT Engineering, Inc. will assist the City in all aspects of the bidding process with construction and engineering firms, including but not limited to respond to request for information, prepare addendums, attend and conduct pre-bid meeting, attend the bid opening, review bid results and qualify lowest responsible bidder, and make recommendations for awarding the construction contract.

It is anticipated that City Staff will be responsible to log in, open and retain received bids.

Deliverables:

- Bidding Package (PDF Copies)
- Bid Analysis/Summary, recommendation for award (PDF)

C. CONSTRUCTION ENGINEERING

Construction Engineering/ Contract Administration is the comprised actions taken after a contract is awarded to obtain and document compliance with contract requirements, such as timely delivery, proper construction, dispute resolution, acceptance, payment, and closing of contract. These actions may include technical administrative and managerial support.

Federal statutes require that the City must provide a full-time employee of the City who is accountable for the project. This individual is the person in responsible charge of the project. It is anticipated that the Public Works Director will be the Person in Responsible Charge.

Mr. Juan M. Pantoja from BHT Engineering, Inc. will act as the Resident Engineer (RE) for the project. The RE is empowered to administer the construction contract. The RE will be supported by qualified staff to assist the RE in, but not limited to, construction surveys, soils and foundation tests, measurement and computation of quantities, testing of construction materials, checking shop drawings, and preparation of progress payments and reports. Additional RE responsibilities include the preparation of "As-Built" drawings, filing of documentation, and other inspection and staff services necessary to assure that the construction is being performed in accordance with the project plans and specifications, state and federal laws, and with Caltrans Local Assistance Procedures Manual.

The Resident Engineer for the project, will perform Contract Administration in accordance with Chapter 16, of the Caltrans Local Assistance Procedures Manual. This task will include project management for internal team coordination needs and coordination with City Staff throughout the duration on the project. This task includes project construction file setup, coordination, budget/schedule monitoring, and invoicing.

1. Award Package

Per the Caltrans Local Assistance Manual, prior to submitting the first invoice for the construction phase, and within sixty (60) days of contract award, the administering agency must forward the Award Package to the Caltrans District 9.

BHT Engineering Inc. will prepare and submit the Award Package to District 9, per Chapter 15 of the Caltrans Local Assistance Procedures Manual.

Deliverables:

- Award Package (3 hardcopies, PDF)

2. Pre-Construction Conference

BHT Engineering, Inc. will coordinate and arrange a pre-construction conference/meeting at City offices with City Staff and the construction Contractor. The size, duration, and complexity of the project will be considered when determining who else to invite to the pre-construction meeting. The purpose of this meeting is to discuss important contract issues, submittals, as well as sanctions for non-compliance with local, state, and federal requirements.

Required Topics:

- Safety
- Equal Employment Opportunity
- Labor Compliance
- Subcontracting (including required submittal of the Exhibit 16-B Subcontracting Request)
- DBE
- NEPA, Permits and Environmental Mitigation Commitment requirements
- Potential Traffic or Pedestrian Handling Issues

Recommended Topics:

- Progress Schedule
- Work Plans
- Quality Control/Quality Assurance
- Materials Requiring Certificates of Compliance
- Materials Requiring Buy America Certificates
- Contract Training (Apprentice) Goals
- Change Order Process
- Dispute Process
- Potential Utility Conflicts

Deliverables:

- Attendance, agenda, and meeting notes for a pre-construction meeting. (PDF)

3. Construction Surveys/Staking

Construction stakes must be set under the responsible charge of a licensed land surveyor or civil engineer. BHT Engineering's Survey Crew will conduct construction staking. The construction staking will provide the necessary control stakes to establish the lines and grades required for the completion of the work. Note that working stakes used by the Contractor in actually performing the work are the Contractor's responsibility and are to be set by the Contractor's forces based on furnished control stakes.

Stakes set that are referenced to California Coordinate System (CSS) coordinates must be set under the responsible charge of a person authorized to practice land surveying in the State of California. BHT Engineering, Inc. team will be supported by Wiley D. Hughes Surveying, Inc. to conduct Land Surveying services if any and as necessary by the specific project's scope for Federal, State and Local funded projects.

The following are some of the typical responsibilities of the Survey Crew:

- Attend the pre-construction meeting with the RE and the Contractor to discuss project control, amount of construction stakes, and any details before construction starts.
- Begins staking within 2 business days of receipt of a completed Request for Construction Staking form from the Contractor.
- Checks the conformity of planned lines and grades with existing conditions at pavement "conforms", curb and gutter joints, inlets and outlets of drainage facilities, etc.; advises the RE of any problems; makes minor adjustments to lines and grades under the direction of the RE.

- Advises the RE of any discovered design issues regarding lines and grades and records the issues in daily survey party reports.
- Verifies that all staking is clearly written and readily visible.

Restaking

Note that it is anticipated that the project's standard specifications will require the Contractor to: "Preserve stakes and marks placed by the City's representative. If the stakes or marks are destroyed, the City's representative replaces them at its earliest convenience and deducts the cost from the Contractor's final payment."

Deliverables:

- Construction Staking per project specifications
- Cut Sheets (PDF)

4. Project Records

BHT Engineering, Inc., as the RE will maintain a complete and organized project filing system in compliance to Chapter 16 of the Caltrans Local Assistance Procedures Manual. A separate record file for each federal aid project will be maintained. The project file will contain all data pertinent to the work and to the requirements of the specifications. In general, project records must support the adequacy of the field supervision, inspection and testing; conformance to contract specifications; and payments to the contractor.

During the construction phase, Caltrans Construction Oversight Engineers periodically perform reviews and inspection of the City's project files for compliance with federal and state requirements. Organization and content of the project file is one indicator of the effective and efficient management of the project by the RE. It also minimizes resources necessary for conducting process reviews.

Availability of Records for Review or Audit

BHT Engineering, Inc., will keep all contract documentation and backup records available for inspection by Caltrans and FHWA at any time for a minimum of three years after the final project closeout. Use of a uniform project record-keeping system, together with diligent maintenance of the system, greatly facilitates a process review and minimizes negative findings. Good records of all construction activities clearly demonstrate to those concerned that project supervision and control were attained on the project.

Deliverables:

- Project Records (hardcopies, PDF)

5. Tracking Contract Time

Contract time is the maximum time allowed in the contract for completion of all work contained in the contract documents. The RE will maintain a written record of contract time, often called the Weekly Statement of Working Days (WSWD). The RE will be responsible for reviewing the contract time requirements, determining the controlling operation determining if each day is a working day or non-working day, and supporting time extensions.

The RE will prepare the WSWD as soon as possible and no later than the end of the following week, forward the original statement to the contractor and retain a copy in the project file.

Deliverables:

- Exhibit 16-A Weekly Statement of Working Days (PDF)

6. Engineer's Daily Reports

BHT Engineering, Inc., will write daily reports to document the work in progress. These daily reports may be written by the construction inspector, the Assistant RE and/or the RE, as project and staffing needs dictate. The daily report will document what work was performed, where and how it was performed, and who performed it. The report will also document significant events or conversations, and activities performed to ensure contract compliance. The daily reports will be kept current and in the project files.

Deliverables:

- Engineer's Daily Reports (PDF)

7. Check Certified Payrolls

BHT Engineering, Inc., will review payrolls to verify that each laborer or mechanic has been paid not less than the prevailing hourly wage applicable for the classification of work performed as specified in the contract. All reviewed/checked payrolls will be filed in the project records.

The project team will cross check Daily Reports, Interviews, Payrolls and Wage Rates in order to determine Contractor and Subcontractor compliance.

Deliverables:

- Checked Certified Payrolls (PDF)

8. Employee Interviews

BHT Engineering, Inc., will conduct employee interviews, as required by Caltrans Local Assistance Procedures Manual. The project team will interview a minimum of two employees per contract, per month, including at least one interview from the prime contractor and each subcontractor until such time as the contract is accepted or all employees on the project have been interviewed. The employee interviews will occur during work hours on the job site; at times that minimize disruption to the contractor's operation. All interviews will be filed in the project records.

The project team will cross check Daily Reports, Interviews, Payrolls and Wage Rates in order to determine Contractor and Subcontractor compliance.

Deliverables:

- Employee Interviews (PDF)

9. Disadvantaged Business Enterprises (DBE)

The RE has the responsibility of enforcing the DBE provisions of the contract. BHT Engineering, Inc. will review the DBE provisions of the contract and Exhibit 15-G: Construction Contract DBE Commitment with the contractor and inspection staff. The RE/Inspector will verify the DBE performs a commercially useful function and will ensure submittal of Exhibit 16-Z1: Monthly DBE Trucking Verification, if required. At the completion of the work the RE will obtain and verify Exhibit 17-F: Final Report of DBE and First Tier Subcontractors, compare the Final Report- Utilization of DBE to the DBE Commitment form 1, and withhold payment if DBE commitments were not met.

Deliverables:

- Exhibit 17-F: Final Report of DBE and First Tier Subcontractors (PDF)

10. Change Orders

A change order is a legally binding document used to make changes to the original construction contract. Change Orders are negotiated agreements with the contractor that affect the time, design or specification requirements, or a combination of the four.

When a Change Order is initiated BHT Engineering, Inc., acting as the RE will investigate proposed contract change order(s) and submit background information to the City for a decision, if justified, BHT Engineering, Inc. will prepare necessary drawings and documents for City approval. Before the

Change Order is executed by the City, BHT Engineering, Inc. will negotiate/discuss with the Contractor elements of the change, including the method of compensation and the effect on contract time. All change orders will be filed in the project records.

Deliverables:

- Change Order(s)(PDF)

11. Quality Assurance Program

A Quality Assurance Program (OAP) is a program that will ensure the materials and workmanship incorporated into each construction project conform to the requirements of the contract plans and specifications including approved changes. The main elements of a OAP are an acceptance program and an independent assurance program. It is anticipated that the City has an adopted and current OAP.

BHT Engineering, Inc. acting as the RE will ensure the correct materials test methods are used as specified in the contract and that field personnel who perform those tests for compliance with the specifications are certified to conduct the test method indicated by the contract.

Materials and soils testing

Material inspection, testing and sampling costs are eligible to be charged to the construction engineering phase of the project. BHT Engineering, Inc. team will be supported by BSK Associates and/or Soils Engineering Inc. for materials and soils testing in accordance with the project specifications and the City's OAP, as needed for Federal/State and local funded projects. Both BSK and SEI are Caltrans Accredited Laboratories and possess current certificate of qualification and maintains their laboratory testing equipment in accordance with recognized national calibration standards.

Our Consultant(s) will conduct tests and will submit test results to the RE in a timely manner. Records of all samples and tests will be kept in the project files. Upon completion of the project, the RE will complete Exhibit 17-G: Materials Certificate.

Deliverables:

- Test Data and Summary logs (PDF)
- Exhibit 17-G: Materials Certificate (PDF)

12. Progress Pay Estimates and Payments

Progress payments are compensation to the prime contractor for the value of work completed during a covered period. Contract language generally calls for progress payments to be made at least once each month as the work progresses. The progress payment is based on an estimate prepared by the engineer. Each estimate reflects the total contract item work completed during the pay period, change order bills submitted, materials on hand, deductions, and withholdings. BHT Engineering, Inc. acting as the RE, will prepare progress pay estimates and submit them to the Contractor.

Contract Item Quantity Calculation Sheets

BHT Engineering, Inc. acting as the RE, will prepare Contract Item Quantity Calculation sheets to support and document item payments made to the contractor each month. A separate quantity calculation sheet will be prepared for each contract item being paid for each progress payment. Quantity Calculation Sheets will be filed in the project records.

Deliverables:

- Progress Payments PDF
- Contract Item Quantity Calculation Sheets PDF

13. Project Close Out

Following Chapter of the California Low Bid Assistance Procedures Manual, BHT Engineering, Inc. will prepare and submit to Caltrans the final report documents which collectively constitute the Final Report of Expenditures... This report provides key information required to initiate timely project closure and payment. The Report of Expenditures must be submitted within six months of project completion or completion of the last federally-reimbursable phase if no Federal funds are utilized for construction. The Final Report of Expenditures must be signed by the responsible employee in charge of the project.

Deliverables:

- Final Report of Expenditures (PDF)

SCHEDULE OF SERVICES

Services are listed in Exhibit A. Services will only be provided when a Task Order is signed by a representative from the City who is authorized to do so.

EXHIBIT "C"
COMPENSATION

BHT ENGINEERING & CONSULTANTS
Civil Engineering, Building Design & Construction Management
DBE firm 10" 6277

2180 "H" Street, Suite 203
Berkeley, CA 93304
(666) 558-4641

EFFECTIVE - July 2026

CITY OF CAUFORNIA CITY

SCHEDULE OF HOURLY BILLING RATES

<u>Personnel</u>	<u>Rate</u>
Principal Engineer/Engineering Administrator	\$ 10.00 per hour
Senior Civil Engineer	75.00 per hour
Senior Project Manager	16,500 per hour
Assistant Project Manager	\$115.00 per hour
Senior CAD Designer	5,00 per hour
Administrative Assistant/Cleric	70.00 per hour
<u>Field Work - Prevailing Wage Rates</u>	
Resident Engineer	175.00 per hour
Construction Inspector	165.00 per hour
2-Person Service Crew	340.00 per hour
1-Person Survey Crew	00.00 per hour
<u>Miscellaneous</u>	
Mileage	\$ 0.75 per mile
Materials and Copies Required for the Execution of the Work	At Cost (no Markup)
<u>Outside services</u>	Flat Fee+ 5%

NOTE: These fees subject to 50% surcharge for any work performed during overtime hours.

City of California City



Proposal

RFQ for On-Call Professional Engineering Services for Federal and State Funded Projects

May 29, 2025



BHT ENGINEERING, INC.

Civil Engineering, Building Design & Construction Management

May 29, 2025

City of California City
Joe D. Barragan – Public Works Director 21000
Hacienda Blvd.
California City, CA 93505

Re: RFQ for On-Call Professional Engineering Services for Federal and State Funded Projects

Dear Mr. Barragan,

This presentation is submitted in response to your Request for Qualifications (RFQ) for On-Call Professional Engineering Services for federally and state-funded projects. BHT Engineering, Inc. understands that the primary objective of this RFQ is to select a qualified engineering firm to provide on-call or as-needed professional engineering services for the City of California City's federal and state-funded projects. The required services include, but are not limited to, CEQA/NEPA coordination and compliance documentation, program and project management, construction management and engineering, feasibility studies, preliminary engineering, design, surveying, mapping, landscape architecture, and architectural services. Additionally, the firm will provide incidental services necessary for the development and implementation of federal-aid and state-funded projects, as well as representation of the City during federal and state audits.

BHT Engineering, Inc., a California corporation, was founded in 2018 as an engineering firm specializing in consulting services for municipal clients in Kern County. The company is led by three brothers, who together bring over 55 years of combined experience. Our firm provides a comprehensive range of services, including civil engineering, surveying, construction management, architecture, planning, and public works. With our expertise, experience, and depth of resources, we can respond swiftly to work requests, delivering cost-effective solutions and high-quality products that maximize value for our clients.

The project team has a proven history of collaborating closely with local, state, and federal agencies to successfully complete engineering and public works improvement projects. Our team has delivered numerous projects under FHWA, FAA, FEMA, USDA, CDBG, state, and local programs for the cities of McFarland, Taft, Maricopa, Ridgecrest, Wasco, and California City.

Organizational references are provided for your review.

Sincerely,

JUAN M. PANTOJA

Juan M. Pantoja, P.E. C64740
Principal/CEO, BHT Engineering, Inc.
(661) 558-4641, juan@bhtengineering.com
DBE Firm ID: 46277

City of California City – RFQ for On-Call Professional Engineering Services

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ATTACHMENT A – Exhibit 10-O1 – Consultant Proposal DBE Commitment

ATTACHMENT B – Exhibit 15-H – DBE Information - Good Faith Effort

ATTACHMENT C – Exhibit 10-Q - Disclosure of Lobbying Activities

ATTACHMENT D – Signed copy of Proposer’s ACKNOWLEDGEMENT of the draft contract

2. ORGANIZATION AND APPROACH

A. Firm Background

BHT Engineering, Inc., founded in Bakersfield, has been a California corporation since 2018, formed through a partnership between three brothers. Juan M. Pantoja serves as the Principal Civil Engineer and CEO, Ramon H. Pantoja as the Financial Officer, and Miguel H. Pantoja as the Secretary.

BHT Engineering, Inc. provides on-call and as-needed technical staff support for its clients, offering expertise in civil engineering, surveying, construction management, architecture, planning, and public works. With extensive experience and deep resources, the company responds swiftly to work requests, delivering cost-effective solutions and high-quality products that maximize client value.

Our team of dedicated professionals brings a wealth of knowledge, experience, and commitment to every project. We efficiently manage each undertaking, ensuring alignment with the project's scope, budget, and schedule, while consistently producing and delivering quality results.

Currently, BHT Engineering, Inc. performs responsibilities of City / Transportation Engineer for the City of McFarland, the City of Taft and the City of Wasco and for the City of California City.

B. Project Manager

Mr. Juan M. Pantoja is a Registered Civil Engineer Lic. No 64740. Mr. Pantoja will act as the Project Manager for this contract and is authorized to negotiate contract terms and make binding agreements.

C. Proposed Subconsultants

Environmental Consultant

BHT Engineering, Inc. team will be supported by Sapphos Environmental, Inc. for environmental consultant services – as needed.

- x Sapphos Environmental, Inc. is familiar with the California City region and has wide-ranging experience and a broad working knowledge of the requirements associated with regulatory compliance related to the protection of biological resources in Kern County, CA, as specified by the National Environmental Policy Act (NEPA), the California Environmental Quality Act (CEQA), the Federal and State Endangered Species Acts (ESAs), the Migratory Bird Treaty Act, Sections 401 and 404 of the Clean Water Act, and Section 2081 of the State Fish and

Game Code, as well as local policies and regulations pertinent to the specific challenges of natural resources in local areas.

Geotechnical Services

BHT Engineering, Inc. team will be supported by BSK Associates (BSK) and/or Soils Engineering, Inc. (SEI) for Geotechnical engineering and Materials Testing services as needed for Federal/State funded projects.

- x BSK provides geotechnical engineering, environmental consulting, construction observation/materials testing/special inspection, and analytical laboratory services for clients with projects ranging in size from small to complex, in both natural and built environments. BSK is 100 percent employee-owned and has grown to a staff of more than 200 with offices, laboratories, and sample drop-off locations throughout California (Livermore, Rancho Cordova, Fresno, San Bernardino, and Bakersfield). Mr. Adam Terronez, PE, GE will be the Project Manager for this contract.

- x Soils Engineering, Inc. (SEI) geotechnical and materials division for geotechnical engineering, construction observation/materials testing/special inspection, and analytical laboratory services as needed. SEI has almost 60 years of experience in providing geotechnical and geological engineering, environmental assessments, and testing and surveying services to private, government and industrial clients throughout California. Mr. On Man Lau, M.Sc., P.E., G.E. will be the Project Manager for this contract.

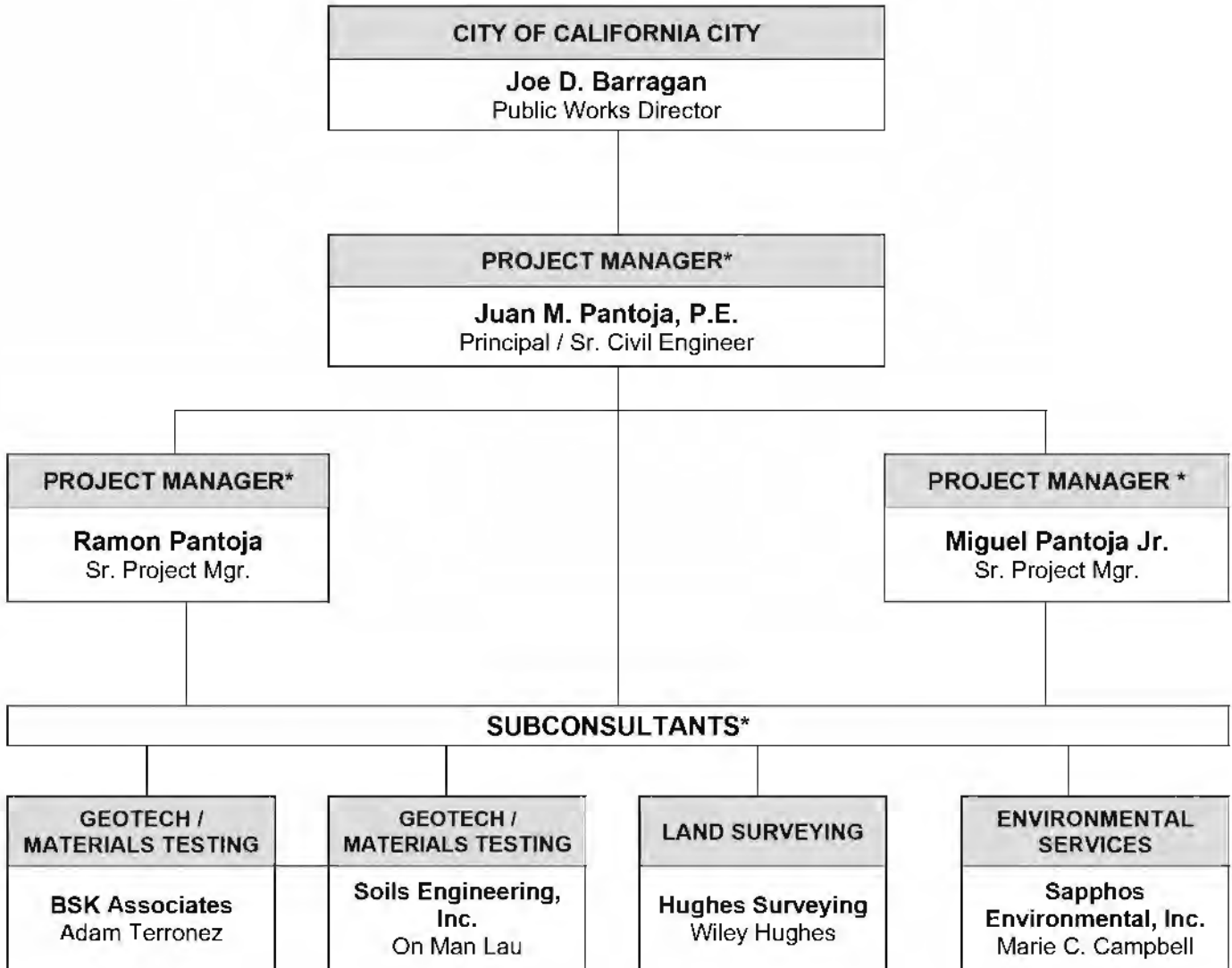
Land Surveying Services

BHT Engineering, Inc. team will be supported by Wiley D. Hughes Surveying, Inc. to conduct Land Surveying services (right of way surveys, boundary surveys, Construction Layout, Topographic Mapping, Boundary/Cadastral Surveys, Highway and Road Surveys, and Legal Descriptions, etc.) if any and as necessary by the specific project's scope.

- x Wiley D. Hughes Surveying, Inc. is a full-service professional firm which specializes in the discipline of land planning, and land surveying. The work experience of Wiley D. Hughes allows us to expedite many aspects of development projects. The principal, Wiley D. Hughes, P.L.S. #3779, has over 54 years of experience in virtually every type of field surveying. Wiley D. Hughes Surveying, Inc. is a fully staffed office consisting of licensed land surveyors, experienced computer operators, and experienced Design Specialist. . Mr. Wiley D. Hughes, P.L.S. will be the Project Manager for this contract.

D. Organization Chart/ Project Team

The following organization chart reflects our proposed key team members that will work on the assigned projects. Full resumes for BHT Engineering, Inc. team members are included in the Appendix.



* Note: Personnel performing field work, will be invoiced at prevailing wage rate per attached fee schedule. As required by Senate Bill # 1999.

E. Project and Management Approach

BHT Engineering, Inc. is led by Principal Engineer Juan M. Pantoja, who directly supervises all phases of field surveys, design, plan preparation, and construction management for federally and state-funded projects, municipal public works, airports, industrial and commercial developments, and

private ventures. Mr. Pantoja oversees a team of engineering professionals—refer to the Organization Chart on page 3 for details.

Professional Civil Engineer, Juan Pantoja and Senior Project Managers, Ramon Pantoja and Miguel Pantoja are assigned local, federally and state funded projects based on the project's need and complexity. They are responsible and perform every aspect of the project including Federal Highway Administration (FHWA), Federal Aviation Administration (FAA), Federal Emergency Management Agency (FEMA), United State Department of Agriculture (USDA), Community Development Block Grant (CDBG) program applications, project topographic field survey, project design, environmental review and documentation, preparation of plans and specifications, cost estimates, budgets, construction management/inspection, and preparation of invoices and closeout of the project. They must coordinate and communicate with owners, contractors, other engineering professionals, government and private regulatory agencies for project approval to coordinate design and project alternatives.

BHT Engineering, Inc. personnel use the Caltrans Local Assistance Procedures Manual (LAPM), Caltrans Standard Specifications and Standard Plans, the Subdivision Construction Standards and Engineer's Design Manual, FAA Advisory Circulars and the Subdivision Map Act, for improvement development plans and specifications on a daily basis.

BHT Engineering, Inc.'s team of working professionals offers the highest level of experience, knowledge and commitment in providing engineering services. Our purpose is to manage each project we undertake efficiently, with respect to the project's work scope, budget and schedule; ultimately producing and delivering quality work product for that project.

3. QUALIFICATIONS & EXPERIENCE

BHT Engineering, Inc. provides on-call and as-needed technical staff support for its clients. The firm possesses a comprehensive skill set for managing projects through various stages of federal and state funding processes, ensuring smooth execution and compliance—from grant awards to final project closeout.

With strong computer, engineering, and surveying expertise, BHT Engineering, Inc. is structured to handle topographic surveys, design, project management, field construction management, and construction inspection functions full-time, utilizing advanced data processing and communication systems. Our team is dedicated to Municipal City Engineering and Public Works Improvement

Projects, bringing extensive experience in preliminary design, final design, bidding, construction phase management, inspection, and project closeout.

On a routine basis, our personnel prepare comprehensive and well-organized daily reports, negotiate change orders, review construction schedules, and resolve design-related issues. They also manage monthly billing, extra work bills, and submittals while maintaining office records in accordance with the Caltrans filing system. Additionally, they monitor projects for labor and DBE compliance, prepare progress reports, and oversee project billing invoices. With a meticulous approach, our team accurately interprets project plans, specifications, construction survey staking, and field notes to ensure successful project completion—both financially and physically.

A. Familiarity with State & Federal Procedures

Extensive Working Knowledge of Federal and State Policies and Procedures	
x <i>Regional Surface Transportation Program (RSTP)</i>	x <i>Congestion Mitigation and Air Quality (CMAQ)</i>
x <i>Community Development Block Grant (CDBG)</i>	x <i>Active Transportation Program (ATP)</i>
x <i>SB1 Road Repair and Accountability Act of 2017</i>	x <i>TDA Article 3</i>
x <i>Kern Council of Governments (KCOG)</i>	x <i>Highway Safety Improvement Program (HSIP)</i>
x <i>California Department of Transportation (Caltrans)</i>	x <i>Federal Aviation Administration (FAA)</i>
x <i>Federal Highway Administration (FHWA)</i>	x <i>Federal Emergency Management Agency (FEMA)</i>
x <i>Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA)</i>	

BHT Engineering, Inc. has extensive knowledge of regulations governing federal, state, county, and local funds. This expertise is crucial in executing projects funded by federal and state programs, which require specialized permitting and reporting compliance.

We actively maintain strong communication with local, state, and federal agencies to secure project funding assistance, fostering productive working relationships with federal and state personnel, particularly within Caltrans Districts 6 and 9 and the Kern Council of Governments. Additionally, we have significant experience managing projects within Caltrans right-of-way, fully understanding their environmental and design procedures and requirements.

The evolving local and national economic landscape has heightened the need to secure financial aid for local development, infrastructure upgrades, and new construction. Recognizing this demand, BHT Engineering, Inc. remains vigilant in identifying and pursuing funding opportunities. Our team prepared the 2023 RSTP Call for Projects Application for the Cities of Taft and California City, as well as the 2023 CMAQ Call for Projects for the City of California City.

Our success in grant applications and funding programs stems from our ability to communicate efficiently with key government personnel, ensuring all applications are thorough, complete, and supported by necessary documentation.

BHT has assisted cities at various project stages with:

- x FTIP programming
- x Request for authorization to proceed with preliminary engineering x Request for environmental approval
- x Right-of-way certification
- x Request for authorization to proceed with construction x Award submittal x Progress invoice
- x Final report of expenditures

Samples of Caltrans/federal documentation BHT has completed include: x

- Field review
- x Request for authorization and data sheets x Finance letters
- x Preliminary environmental study (PES) x Local programs agreement checklist x Detail estimate and summary
- x Plan, specification, and estimate certification
- x Resident engineer's construction contract administration checklist x Local agency contract award checklist x Federal report of expenditures letter and checklist x Materials certificate
- x Local agency final inspection form

B. Response Time / Resources

BHT Engineering, Inc. uses state-of-the art software for design and analysis of civil engineering projects such as roadways, sanitary sewer and storm drain lines. The company uses the latest versions of AutoCAD Civil 3D and mapping design systems. Spectra GPS and Trimble Total Station equipment is used exclusively for field survey, and the powerful companion software allows unparalleled flexibility in developing data exchange formats and data collection tools. We are constantly upgrading our software to remain on the cutting edge of new technology. We have a full complement of computers, word processing capabilities and electronic field equipment. These are used with HP printers and large format plotters.

BHT Engineering, Inc. responds quickly to the needs of our Clients. The engineering needs of the City would receive the same high priority that is given to other cities. We are able to be responsive by using advanced computer and communication systems discussed earlier. We can work as much or as little as demand dictates. Our primary reason for success has been to respond quickly with action to get the job done. BHT Engineering, Inc. has the expertise, experience and depth of resources to respond quickly to any work requests. We deliver cost-effective solutions in quality products that provide maximum value to our clients.

Organization Chart presented on page 3 reflects our proposed key team members that will be working with the City. Full resumes for BHT Engineering, Inc. team members are included in the Appendix.

C. Local, State And Federal Aid Grant Applications/Programs

BHT Engineering, Inc. is available for all projects and additional services as needed by the City. We have been very active in communicating well with Local, State and Federal Agencies on a continuing basis to obtain project-funding assistance. This has involved extensive communications and working relationships with Federal and State personnel, particularly Caltrans District 6 and District 9, and Kern County Community Development Block Grant Programs. BHT Engineering, Inc. has also worked closely worked closely with the local Kern Council of Governments, Caltrans, and the Federal Highway Administration in the design and construction of road improvement projects.

The local and national economic climate for the past few years have placed an ever increasing need to acquire all project financial aid available for local development as well as infrastructure update and new construction. Identifying and obtaining project funding is a full-time job. BHT Engineering, Inc. has long identified the need for a constant awareness of funding options and exercises these options continually. Recently, BHT Engineering, Inc. prepared the 2023 RSTP Call for Projects Application for the Cities of Taft, and California City and the 2023 CMAQ Call for Projects for the City of California City. BHT Engineering, Inc. success with respect to the Grant Applications/Programs is a result of our ability to communicate quickly with key government personnel to ensure all applications are complete and to supply information as needed.

D. Street Improvement Projects

BHT Engineering, Inc. performs responsibilities of City / Transportation Engineer for the City of McFarland, the City of Taft the City of California City and the City of Wasco. Our company has

knowledge and understanding to provide and accomplish Street Improvement Projects for arterial and collector roads funded by State and Federal Regional Surface Transportation Program (RSTP) and Congestion Mitigation and Air Quality (CMAQ) funds administered by the Kern Council of Governments (KCOG). The Regional Surface Transportation Program (RSTP) is the primary funding source for many of these road projects. Additional State and Federal funding programs of (TEA) Transportation Enhancement Act, (HSIP) Highway Safety Improvement Program, (RTIP) Regional Transportation Enhancement Act, (CDBG) Community Development Block Grant, and Proposition SB1 were and are being utilized. All of these projects include improvements compliant with the American Disabilities Act (ADA) for sidewalks, curb ramps, and drive approaches. BHT Engineering, Inc. typically provides special detailed drawings for ADA improvements and works with the contractor in the field to ensure requirements are met. Often State funded projects require approval from the Division of the State Architect (DSA) and BHT Engineering Inc. has experience in this process and has successfully gained DSA approval on past projects. BHT Engineering, Inc. utilizes different types of street project designs of hot surface recycle and cold recycle in addition to new construction, slurry seal, and total reconstruction.

E. Comparable Projects

The following are comparable projects the Project Team of BHT Engineering, Inc. has completed.

Mendiburu Road Construction – CML – 5399-(031)

Project Objective, Description, and Outcome: The Project Team provided Preliminary Engineering and Construction Engineering services for the road construction of a one-mile segment of Mendiburu Road, extending from Hacienda Blvd. to Neuralia Rd. in California City. The project scope included the new roadway construction, installation of hot mix asphalt pavement over a cement-treated subbase, and the construction of a cast-in-place triple box culvert. Additional improvements included curb and gutter installation, cross gutters, shoulder grading, traffic striping, pavement markings, and roadside signage. To enhance safety and accessibility, the project incorporated dedicated bike lanes to accommodate students commuting to and from the local high school. Construction was successfully completed in February 2024.

Funding Source:	Federal (CML) and Local funds
Owner:	City of California City
Contact:	Joe D. Barragan; (760) 373-7297
Project Team Role:	Preliminary Engineering (Survey, NEPA/CEQA Environmental Clearance, Design, Bidding); Construction Engineering (Inspection, Materials testing, Close-out)

Project Manager: Juan M. Pantoja; (661) 558-4641
Contract Amount: PE: \$36,990; CE: \$373,500
Date of Contract: PE: 3/18/21; CE: 6/30/23
Date of Completion: PE: January 2023; CE: Summer 2024 – Close-out in progress



HSIP Cycle 10 - Pedestrian Safety Improvements - Various Locations – HSIPSL – 5343-(018)

Project Objective/Description/Outcome: The Project Team provided Preliminary Engineering and Construction Engineering services to enhance pedestrian safety at multiple locations throughout the City of McFarland. The project scope included the removal and replacement of curbs, gutters, sidewalks, and a curb ramp. Additional improvements involved the installation of warning signs and upgrading pavement markings to high-visibility standards, ensuring greater safety for pedestrians. Construction was successfully completed in November 2024.

Funding Source: State (HSIP) and Local funds
Owner: City of McFarland
Contact: Adam Cabrera; (661) 869-5106
Project Team Role: Preliminary Engineering (Survey, CEQA Environmental Clearance, Design, Bidding); Construction Engineering (Inspection, Close-out) Materials testing by subconsultant – SEI
Project Manager: Juan M. Pantoja; (661) 558-4641
Contract Amount: PE: \$50,056; CE: \$32,870.00
Date of Contract: PE: 7/29/21; CE: 8/07/24
Date of Completion: PE: April 2024; CE: Spring 2025 – Close-out in progress



10th Street Rehabilitation – STPL – 5193-(043)

Project Objective/Description/Outcome: The Project Team provided Preliminary Engineering and Construction Engineering services for the reconstruction of a 1,630-foot segment of 10th Street, spanning from A Street to the Rails to Trails Bike Path in the City of Taft.

The project scope included roadway surface reconstruction, installation of a hot mix asphalt pavement overlay, and the placement of traffic striping, pavement markings, and roadside signage. Given its proximity to the Rails to Trails Walk/Bike Path—a well-utilized community facility—this project enhances accessibility and safety for users. Construction was successfully completed in April 2023.

Funding Source:	Federal (STPL) and Local funds
Owner:	City of Taft
Contact:	Craig Jones; (661) 763-1222
Project Team Role:	Preliminary Engineering (Survey, CEQA Environmental Clearance, Design, Bidding); Construction Engineering (Inspection, Materials testing, Close-out)

Project Manager: Juan M. Pantoja; (661) 558-4641
Contract Amount: PE: \$32,482; CE: \$39,910
Date of Contract: PE: 2/25/21; CE: 11/16/22
Date of Completion: PE: July 2022; CE: March 2024 – Close-out in progress



4. SCOPE OF WORK/SERVICES

The proposed scope of work detailed below is based on a typical Federal/State funded roadway project under Caltrans Local Assistance oversight. Please note that the exact scope of work is unknown at this time and will vary between projects. However, typical professional engineering services for projects might include but not be limited to the following general scope:

A. PROJECT MANAGEMENT

BHT Engineering, Inc. will be responsible for project management activities throughout the life of the contract and the scope of activities includes but is not limited to, coordinating and being responsible for scheduling meetings, managing the project schedule, preparing and distributing minutes, field reviews, tracking action items for the City and consultant sub-contractors, and preparing all submissions for the City to submit to Caltrans Local Assistance and/or other agencies.

1. Design Phase Authorization

BHT Engineering, Inc. will prepare and submit the Request for Authorization to Proceed with Preliminary Engineering package using procedures outlined in Chapter 3 of the Caltrans Local Assistance Procedures Manual.

Deliverables:

- x Request for Authorization to Proceed with *Preliminary Engineering* package (Exhibit 3-A with applicable attachments)

2. Progress Invoicing

BHT Engineering, Inc. will prepare and submit progress invoices per Chapter 5 of the Caltrans Local Assistance Procedures Manual. These progress invoices are required to obtain reimbursement for the City's expenditures on local federal-aid and state funded projects.

The invoice preparation will be coordinated with the City Manager/Public Works Director for their certification and signature. It is anticipated that City Staff will provide the project team with an executed Program Supplement Agreement and copies of payment checks for incurred costs in order to prepare the progress invoices. It is anticipated that two (2) progress invoices will be prepared per phase.

Deliverables:

- x Progress Invoice (2) per phase (PDF)

B. PRELIMINARY ENGINEERING

Preliminary Engineering includes but is not limited to, preliminary design and other activities and analyses, such as environmental assessments, topographic surveys, metes and bounds surveys, geotechnical investigations, hydrologic analysis, hydraulic analysis, utility engineering, traffic studies, financial plans, revenue estimates, hazardous materials assessments, general estimates of the types and quantities of materials, and other work needed to establish parameters for the final design.

This task will include project management for internal team coordination needs and coordination with City Staff throughout the duration on the project. The project team will conduct internal coordination meetings at each phase of the design process to ensure team members are current in project goals and criteria, as well as apprised of any project adjustments. This task includes project setup, coordination, budget/schedule monitoring, and invoicing.

BHT Engineering, Inc. will coordinate with City Staff (City Manager, Public Works Director, and/or Street Superintendent), for initial project's concept and direction. It is anticipated that the City will gather and provide pertinent record information as available and provide this information to the project team (e.g. Design E-76, records plans).

1. Environmental Compliance – NEPA

BHT Engineering, Inc. will prepare the Caltrans Exhibit 6-A Preliminary Environmental Study (PES) form, in accordance with Chapter 6 of the Caltrans Local Assistance Procedures Manual. The PES form will be submitted to the Caltrans District Local Assistance Engineer in District 9 for review and approval. BHT Engineering, Inc. team will be supported by Sapphos Environmental, Inc. to prepare technical studies, if any, identified in the Caltrans approved PES form. Sapphos Environmental, Inc. is familiar with the California City region and has wide-ranging experience and a broad working knowledge of the requirements associated with regulatory compliance related to the protection of biological resources in Kern County, CA, as specified by the National Environmental Policy Act (NEPA), the California Environmental Quality Act (CEQA), the Federal and State Endangered Species Acts (ESAs), the Migratory Bird Treaty Act, Sections 401 and 404 of the Clean Water Act, and Section 2081 of the State Fish and Game Code, as well as local policies and regulations pertinent to the specific challenges of natural resources in local areas.

If needed, BHT Engineering, Inc. will arrange and attend a Field Review meeting at the job site with Caltrans and City representatives to identify the limits and scope of work of the specific project. BHT Engineering, Inc. will keep both a hard copy and electronic files for this project to meet Caltrans reporting requirements.

Deliverables:

- x Completed PES Form and technical studies to complete NEPA document and/or CEQA document. (Portable Document Format (PDF))

2. Surveys and Mapping

BHT Engineering, Inc. will provide data collection, and field engineering surveying necessary for preliminary engineering, design, cost estimates, and the level of environmental clearance. BHT Engineering's Survey Crew under supervision of Mr. Juan Pantoja, will conduct the topographic/site surveys.

BHT Engineering, Inc. team will be supported by Wiley D. Hughes Surveying, Inc. to conduct Land Surveying services (right of way surveys, boundary surveys, etc.) if any and as necessary by the specific project's scope for Federal/State funded projects. Right of way will be established using record maps on file with the County Surveyor's Office and Preliminary Title Reports, supplied by the City, for potentially affected parcels. We are assuming that sufficient monuments shown on existing Kern County recorded survey maps exist and that no material discrepancies are discovered. If

sufficient monuments do not exist, additional field and office survey may need to be performed and this is not included herein.

Following completion of design efforts a Right of Way certification will be provided for City's signature.

Deliverables:

- x Topographic survey base map with electronic file in AutoCAD 2024 (or newer) format.
- x Right of Way Certification for City's signature – Caltrans Exhibit 13-A or 13-B as appropriate.

3. Preliminary Engineering Studies – Geotechnical Analysis

The BHT Engineering, Inc. team will be supported by BSK Associates (BSK) and/or Soils Engineering, Inc. (SEI) for geotechnical engineering services, as needed, on federally or statefunded projects. Assignments will be given to BSK and/or SEI based on availability, project requirements, and complexity.

Founded in 1966, BSK Associates has been in business for 54 years and is a 100 percent employeeowned California S-corporation that provides construction observation/materials testing/special inspection, consulting engineering, and analytical laboratory services. BSK currently employs a staff of approximately 200 with offices and laboratories throughout California, Oregon and Washington.

Soils Engineering, Inc. (SEI) geotechnical and materials division for geotechnical engineering, construction observation/materials testing/special inspection, and analytical laboratory services as needed. SEI has almost 60 years of experience in providing geotechnical and geological engineering, environmental assessments, and testing and surveying services to private, government and industrial clients throughout California. Mr. On Man Lau, M.Sc., P.E., G.E. will be the Project Manager for this contract.

The number and depth of borings will be determined based on specific project needs. Soil samples will be collected and tested as necessary to assess corrosion potential and R-Value. Our consultant(s) will provide the team with a pavement structural section based on the R-Value across a range of TI values. The team will seek input from the City regarding the required TI for the project. The Preliminary Geotechnical Report will include recommendations for pavement structural sections, infiltration rates—based on USGS soil mapping—for stormwater improvements (as necessary), and concrete specifications in response to soil corrosivity. A draft report will be prepared for Cityreview.

Comments will be addressed as appropriate and a Final report will be prepared.

Deliverables:

- x Draft and Final Preliminary Geotechnical Report (PDF)

4. Utility Coordination

Utility 'A' letters serve to request as built information from utility facility owners and provide notification of upcoming work. Using the USA North design inquiry tool BHT Engineering, Inc. will obtain a list of utility owners within the area. We will then prepare and distribute an 'A' letter request to obtain as-built information. Given the potential for utility relocations and/ or adjustments, it is important to begin outreach to Utility Companies during the preliminary stages of design.

If the as-built information provided by the Utility Companies is not satisfactory or clear, we will resolve reasonable uncertainties with the Utility Company and the City and may recommend pot holing to clearly identify the horizontal and/ or vertical location of their facilities. Please note that pot holing of utility facilities is not currently included in our scope of work.

Between the Preliminary and Draft Final (90%) PS&E deliverables, we will send out 'B' Letters, also known as a Notice to Owners, informing affected utility owners that we have identified a conflict with the location of their utility facilities and request potholing as needed. We will coordinate and attend a field meeting to meet with affected utility companies if needed to go over the proposed project and discuss potential relocation strategies.

During the Draft Final (90%) PS&E design phase, we will send the affected Utility Companies a 'C' Letter, also known as the Final Notice (to relocate). While BHT Engineering, Inc. will distribute the final 'C' letter and continue to coordinate relocations as needed, it is anticipated that affected utility facility owners will provide utility agreements to the City for their review and action

Deliverables:

- x ABC Utility letters (PDF)

5. Preliminary Design - Plans and Estimate

The project team will prepare concept and preliminary plan layouts and present the layouts to the City for review. These preliminary design drawings can be submitted to regulatory or funding bodies for approvals, as needed.

Plan sheets will represent proposed roadway geometric design, demolition, asphalt and base improvements, drainage, grading, curb, gutter, sidewalks, cross gutters, ADA access ramps, street signage, street striping/markings, electrical improvements, landscaping, irrigation, and intersection improvements, etc.

Preliminary plan sheets may include:

- x Layout Sheets (PDF) x
- Construction Details (PDF)

A planning level cost estimate will accompany the preliminary plans. Following the submittal of the preliminary plans BHT Engineering, Inc. anticipates the City will submit one (1) set of combined review comments.

Deliverables: x Preliminary Design Plans
 (PDF) x Planning Level Cost
 Estimate (PDF)

6. Design Phase

Following the City's review of the preliminary plans we anticipate receiving one (1) set of combined written comments from the City. The design team will then begin to prepare the project plans, specifications, and cost estimate. Technical specifications prepared by BHT Engineering, Inc. will conform to Caltrans 2024 standard specification format and refer to 2024 Caltrans Standard Plans and current City Development Standards, as appropriate. The project team will ensure that mitigation measures presented as commitments in environmental documents, and that conditions and restrictions associated with regulatory permits, are incorporated into appropriate contract documents, plans, specifications and estimates prior to proceeding with construction activities.

Quantities and bid prices will be prepared and calculated following the completion of site layout and design. The Draft Final Engineer's Cost Estimate and bid sheet will be delivered to the City for budgeting purposes. Unit prices will be developed using relevant as-bid data.

Draft Final (90%) PS&E Submittal

The project team will further develop the preliminary design and project plan sheets to a 90% review level. It is anticipated that revisions to the design concepts will be minor in nature at this stage. The

plans will incorporate relevant City, State, and Federal standards where applicable. The plans will further identify specific project needs and recommend solutions to meet those needs.

Deliverables: x Draft Final

Plans (PDF)

x Draft Final Technical Specifications (PDF, Word)

x Draft Final Engineer's Cost Estimate (PDF, Excel)

Final PS&E Submittal

Incorporating minor edits requested by the City we will finalize, stamp, and sign the final plans, technical specifications, and Engineer's Cost Estimate and deliver them to the City for budgeting and bidding.

Deliverables:

x Final Plans (PDF)

x Final Technical Specifications (PDF, Word) x Final Engineer's Cost Estimate (PDF, Excel)

7. Permits

BHT Engineering, Inc. will incorporate permit conditions and restrictions into the final design. Permits could include but are not limited to: Army Corps of Engineers Section 404 Nationwide Permit; Section 404 Individual Permit; NEPA/404 Integration MOU, Section 10 Permit; Regional Water Quality Control Board Section 401 Water Quality Certification and National Pollution Discharge Permit; California Department of Fish and Wildlife Streambed Alteration Agreement. Typical mitigation includes hay bales, silt fencing, dust control, riprap, soil stabilization matting, slope drain, turbidity barrier, etc.

Because the scope of work is unknown at this time, the actual permits, if any, required is unknown as well, therefore the costs associated with the permit application and processing are not included in this proposal. The permit fees and costs are to be paid by the City directly to the regulatory agency and are not included in this proposal.

Deliverables:

- x Permit Application, as appropriate (PDF)

8. Construction Phase Authorization

BHT Engineering, Inc. will prepare and submit the Request for Authorization to Proceed with Construction package using procedures outlined in Chapter 3 of the Caltrans Local Assistance Procedures Manual.

Federal Authorization to Proceed with construction must be received prior to advertising. Projects advertised for a construction contract prior to federal authorization are not eligible for federal reimbursement.

Deliverables:

- x Request for Authorization to Proceed with Construction package (Exhibit 3-A with applicable attachments)

9. Bidding and Award of Project

Upon receipt of an Authorization to Proceed for Construction (E-76) by Caltrans District 9, BHT Engineering, Inc. will coordinate with City Staff for the advertisement and award of the project. A minimum advertising period of three weeks is required for all federal-aid projects.

The advertising costs are to be paid by the City directly to the advertising newspaper and are not included in this proposal.

BHT Engineering, Inc. will provide electronic copies to Plan Rooms to increase project exposure and competition. It is anticipated that a minimum of 3 plan rooms will be contacted.

During the advertising period, BHT Engineering, Inc. will assist the City in all aspects of the bidding process with construction and engineering firms, including but not limited to respond to request for information, prepare addendums, attend and conduct pre-bid meeting, attend the bid opening, review bid results and qualify lowest responsible bidder, and make recommendations for awarding the construction contract.

It is anticipated that City Staff will be responsible to log in, open and retain received bids.

Deliverables:

- x Bidding Package (PDF Copies)

- x Bid Analysis/Summary, recommendation for award (PDF)

C. CONSTRUCTION ENGINEERING

Construction Engineering / Contract Administration is the comprised actions taken after a contract is awarded to obtain and document compliance with contract requirements, such as timely delivery, proper construction, dispute resolution, acceptance, payment, and closing of contract. These actions may include technical administrative and managerial support.

Federal statutes require that the City must provide a full time employee of the City who is accountable for the project. This individual is the person in responsible charge of the project. It is anticipated that the Public Works Director will be the Person in Responsible Charge.

Mr. Juan M. Pantoja from BHT Engineering, Inc. will act as the Resident Engineer (RE) for the project. The RE is empowered to administer the construction contract. The RE will be supported by qualified staff to assist the RE in, but not limited to, construction surveys, soils and foundation tests, measurement and computation of quantities, testing of construction materials, checking shop drawings, and preparation of progress payments and reports. Additional RE responsibilities include the preparation of “As-Built” drawings, filing of documentation, and other inspection and staff services necessary to assure that the construction is being performed in accordance with the project plans and specifications, state and federal laws, and with Caltrans Local Assistance Procedures Manual.

The Resident Engineer for the project, will perform Contract Administration in accordance with Chapter 16, of the Caltrans Local Assistance Procedures Manual. This task will include project management for internal team coordination needs and coordination with City Staff throughout the duration on the project. This task includes project construction file setup, coordination, budget/schedule monitoring, and invoicing

1. Award Package

Per the Caltrans Local Assistance Manual, prior to submitting the first invoice for the construction phase, and within sixty (60) days of contract award, the administering agency must forward the Award Package to the Caltrans District 9.

BHT Engineering, Inc. will prepare and submit the Award Package to District 9, per Chapter 15 of the Caltrans Local Assistance Procedures Manual.

Deliverables:

- x Award Package (3 hard copies, PDF)

2. Pre-Construction Conference

BHT Engineering, Inc. will coordinate and arrange a pre-construction conference/meeting at City offices with City Staff and the construction Contractor. The size, duration, and complexity of the project will be considered when determining who else to invite to the pre-construction meeting. The purpose of this meeting is to discuss important contract issues, submittals, as well as sanctions for non-compliance with local, state, and federal requirements.

Required Topics: x

- Safety
- x Equal Employment Opportunity x Labor Compliance
- x Subcontracting (including required submittal of the Exhibit 16-B: Subcontracting Request)
- x DBE
- x NEPA, Permits and Environmental Mitigation Commitment requirements
- x Potential Traffic or Pedestrian Handling Issues

Recommended Topics:

- x Progress Schedule
- x Work Plans
- x Quality Control/Quality Assurance x Materials Requiring Certificates of Compliance x Materials Requiring Buy America Certificates x Contract Training (Apprentice) Goals x Change Order Process x Dispute Process x Potential Utility Conflicts

Deliverables:

- x Attendance, agenda, and meeting notes for a pre-construction meeting. (PDF)

3. Construction Surveys/Staking

Construction stakes must be set under the responsible charge of a licensed land surveyor or civil engineer. BHT Engineering’s Survey Crew will conduct construction staking. The construction staking will provide the necessary control stakes to establish the lines and grades required for the completion of the work. Note that working stakes used by the Contractor in actually performing the work are the Contractor’s responsibility and are to be set by the Contractor’s forces based on furnished control stakes.

Stakes set that are referenced to California Coordinate System (CSS) coordinates must be set under the responsible charge a person authorized to practice land surveying in the State of California. BHT Engineering, Inc. team will be supported by Wiley D. Hughes Surveying, Inc. to conduct Land Surveying services if any and as necessary by the specific project’s scope for Federal/State and Local funded projects.

The following are some of the typical responsibilities of the Survey Crew:

- x Attend the pre-construction meeting with the RE and the Contractor to discuss project control, amount of construction stakes, and any details before construction starts.
- x Begins staking within 2 business days of receipt of a completed Request for Construction Staking form from the Contractor.
- x Checks the conformity of planned lines and grades with existing conditions at pavement “conforms”, curb and gutter joins, inlets and outlets of drainage facilities, etc.; advises the

x

RE of any problems; makes minor adjustments to lines and grades under the direction of the RE.

Advises the RE of any discovered design issues regarding lines and grades and records the issues in daily survey party reports.

x Verifies that all staking is clearly written and readily visible.

Restaking

Note that it is anticipated that the project's standard specifications will require the Contractor to: "Preserve stakes and marks placed by the City's representative. If the stakes or marks are destroyed, the City's representative replaces them at its earliest convenience and deducts the cost from the Contractor's final payment."

Deliverables:

- x Construction Staking per project specifications x
- Cut Sheets (PDF)

4. Project Records

BHT Engineering, Inc., as the RE will maintain a complete and organized project filing system in compliance to Chapter 16 of the Caltrans Local Assistance Procedures Manual. A separate record file for each federal-aid project will be maintained. The project file will contain all data pertinent to the work and to the requirements of the specifications. In general, project records must support the adequacy of the field supervision, inspection and testing; conformance to contract specifications; and payments to the contractor.

During the construction phase, Caltrans Construction Oversight Engineers periodically perform reviews and inspection of the City's project files for compliance with federal and state requirements. Organization and content of the project file is one indicator of the effective and efficient management of the project by the RE. It also minimizes resources necessary for conducting process reviews.

Availability of Records for Review or Audit

BHT Engineering, Inc., will keep all contract documentation and backup records available for inspection by Caltrans and FHWA at any time for a minimum of three years after the final project close out. Use of a uniform project record-keeping system, together with diligent maintenance of the system, greatly facilitates a process review and minimizes negative findings. Good records of

x

all construction activities clearly demonstrates to those concerned that project supervision and control were attained on the project.

Deliverables:

Project Records (hard copies, PDF)

5. Tracking Contract Time

Contract time is the maximum time allowed in the contract for completion of all work contained in the contract documents. The RE will maintain a written record of contract time, often called the Weekly Statement of Working Days (WSWD). The RE will be responsible for reviewing the contract time requirements, determining the controlling operation, determining if each day is a working day or nonworking day, and supporting time extensions.

The RE will prepare the WSWD as soon as possible and no later than the end of the following week, forward the original statement to the contractor and retain a copy in the project file.

Deliverables:

x Exhibit 16-A: Weekly Statement of Working Days (PDF)

6. Engineer's Daily Reports

BHT Engineering, Inc., will write daily reports to document the work in progress. These daily reports may be written by the construction inspector, the Assistant RE and/or the RE, as project and staffing needs dictate. The daily report will document what work was performed, where and how it was performed, and who performed it. The report will also document significant events or conversations, and activities performed to ensure contract compliance. The daily reports will be kept current and in the project files.

Deliverables:

x Engineer's Daily Reports (PDF)

7. Check Certified Payrolls

BHT Engineering, Inc., will review payrolls to verify that each laborer or mechanic has been paid not less than the prevailing hourly wage applicable for the classification of work performed as specified in the contract. All reviewed/checked payrolls will be filed in the project records.

x

The project team will cross check Daily Reports, Interviews, Payrolls and Wage Rates in order to determine Contractor and Subcontractor compliance.

Deliverables:

x Checked Certified Payrolls (PDF)

8. Employee Interviews

BHT Engineering, Inc., will conduct employee interviews, as required by Caltrans Local Assistance Procedures Manual. The project team will interview a minimum of two employees per contract, per month, including at least one interview from the prime contractor and each subcontractor until such time as the contract is accepted or all employees on the project have been interviewed. The employee interviews will occur during work hours on the job site; at times that minimize disruption to the contractor's operation. All interviews will be filed in the project records.

The project team will cross check Daily Reports, Interviews, Payrolls and Wage Rates in order to determine Contractor and Subcontractor compliance.

Deliverables:

- x Employee Interviews (PDF)

9. Disadvantaged Business Enterprises (DBE)

The RE has the responsibility of enforcing the DBE provisions of the contract. BHT Engineering, Inc. will review the DBE provisions of the contract and Exhibit 15-G: Construction Contract DBE Commitment with the contractor and inspection staff. The RE/Inspector will verify the DBE performs a commercially useful function and will ensure submittal of Exhibit 16-Z1: Monthly DBE Trucking Verification, if required. At the completion of the work the RE will obtain and verify Exhibit 17-F: Final Report of DBE and First Tier Subcontractors, compare the Final Report – Utilization of DBE to the DBE Commitment form, and withhold payment if DBE commitments were not met.

Deliverables:

- x Exhibit 17-F: Final Report of DBE and First Tier Subcontractors (PDF)

10. Change Orders

A change order is a legally binding document used to make changes to the original construction contract. Change Orders are negotiated agreements with the contractor that affect the cost, time, design or specification requirements, or a combination of the four.

When a Change Order is initiated BHT Engineering, Inc., acting as the RE will investigate proposed contract change order(s) and submit background information to the City for a decision, if justified, BHT Engineering, Inc. will prepare necessary drawings and documents for City approval. Before

the Change Order is executed by the City, BHT Engineering, Inc. will negotiate/discuss with the Contractor elements of the change, including the method of compensation and the effect on contract time. All change orders will be filed in the project records.

Deliverables:

x Change Order(s) (PDF)

11. Quality Assurance Program

A Quality Assurance Program (QAP) is a program that will ensure the materials and workmanship incorporated into each construction project conform to the requirements of the contract plans and specifications including approved changes. The main elements of a QAP are an acceptance program and an independent assurance program. It is anticipated that the City has an adopted and current QAP.

BHT Engineering, Inc. acting as the RE will ensure the correct materials test methods are used as specified in the contract and that field personnel who perform those tests for compliance with the specifications are certified to conduct the test method indicated by the contract.

Materials and soils testing

Material inspection, testing and sampling costs are eligible to be charged to the construction engineering phase of the project. BHT Engineering, Inc. team will be supported by BSK Associates and/or Soils Engineering, Inc. for materials and soils testing in accordance with the project specifications and the City's QAP, as needed for Federal/State and Local funded projects. Both BSK and SEI are Caltrans Accredited Laboratories and possess current certificate of qualification and maintains their laboratory testing equipment in accordance with recognized national calibration standards.

Our Consultant(s) will conduct tests and will submit test results to the RE in a timely manner. Records of all samples and tests will be kept in the project files. Upon completion of the project, the RE will complete Exhibit 17-G: Materials Certificate.

Deliverables:

x Test Data and Summary Logs (PDF) x
Exhibit 17-G: Materials Certificate (PDF)

12. Progress Pay Estimates and Payments

Progress payments are compensation to the prime contractor for the value of work completed during a covered period. Contract language generally calls for progress payments to be made at least once each month as the work progresses. The progress payment is based on an estimate prepared by the engineer. Each estimate reflects the total contract item work completed during the pay period, change order bills submitted, materials on hand, deductions, and withholds. BHT Engineering, Inc. acting as the RE, will prepare progress pay estimates and submit them to the Contractor.

Contract Item Quantity Calculation Sheets

BHT Engineering, Inc. acting as the RE, will prepare Contract Item Quantity Calculation sheets to support and document item payments made to the contractor each month. A separate quantity calculation sheet will be prepared for each contract item being paid for each progress payment. Quantity Calculation Sheets will be filed in the project records.

Deliverables:

- x Progress Payments (PDF)
- x Contract Item Quantity Calculation Sheets (PDF)

13. Project Close Out

Following Chapter 17 of the Caltrans Local Assistance Procedures Manual, BHT Engineering, Inc. will prepare and submit to Caltrans the final report documents which collectively constitute the Final Report of Expenditures. This report provides key information required to initiate timely project closure and payment. The Report of Expenditures must be submitted within six months of project completion or completion of the last federally-reimbursable phase if no Federal funds are utilized for Construction. The Final Report of Expenditures must be signed by the public employee in responsible charge of the project.

Deliverables: x Final Report of Expenditures (PDF)

5. CERTIFICATES INSURANCE

BHT Engineering, Inc. maintains the following insurance coverage and will produce a Certificate of Insurance at the City's request.

x General Liability: \$2,000,000 aggregate, \$1,000,00 per occurrence x
Professional Liability: \$2,000,000 aggregate, \$2,000,00 per occurrence x
Automobile: \$1,000,000 x Worker's Compensation Insurance



Juan M. Pantoja – Principal/CEO, BHT Engineering, Inc.

6. CONFLICT OF INTEREST

BHT Engineering, Inc. does not have any conflict of interest with the City of California City on this RFQ.

7. LITIGATION

In March 2022, a complaint was filed against BHT Engineering, Inc. in the Kern County Superior Court. On March 7, 2023, BHT was granted a Demurrer without leave to amend, resulting in a judgment in favor of BHT Engineering, Inc. and against the Plaintiffs. The charges do not and will not affect BHT Engineering, Inc.'s ability to perform under this contract.

The Plaintiffs' cause of action against BHT—alleging a dangerous condition of public property and wrongful death—was dismissed on the grounds that it failed to state facts sufficient to constitute a cause of action against BHT under Code of Civil Procedure Section 430.10(e). Specifically, the Plaintiffs did not provide sufficient facts to establish that BHT qualifies as a public entity.

Additional information on this matter can be provided upon request.

8. CONTRACT AGREEMENT

BHT Engineering, Inc. has reviewed Attachment 2 – Sample Consultant Agreement and hereby states that we accept said contract if our firm is selected for awarding a contract for the services as described in said RFQ.

The Proposal's terms shall remain in effect for ninety (90) days following the date proposal submittals are due.

9. FEDERAL-AID PROVISIONS (DBE)

BHT Engineering, Inc., understands, per Exhibit 10-I – Notice to Proposers DBE Information, that the City has established a DBE goal of 15% for this Contract.

BHT Engineering Inc., is a DBE firm ID# 46277 and will provide Preliminary Engineering and Construction Engineering services.

See attached Exhibit 10-O1 – Consultant Proposal DBE Commitment.

Also, attached is Exhibit 10-Q - Disclosure of Lobbying Activities.

APPENDIX 1 – STAFF RESUMES

BHT ENGINEERING, INC.

Civil Engineering, Building Design & Construction Management

RESUME

Juan M. Pantoja, PE Principal / CEO

Role:

Senior Civil Engineer /
Principal-In-Charge

Registration:

Registered Civil Engineer,
State of California RCE 64740

Education:

Bachelor of Science - Civil
Engineering, May 1998
California State University,
Fresno

Experience:

BHT Engineering, Inc.,
December 2018 to Present

Helt Engineering, Inc.,
1998 to January 2019

Twining Laboratories, Inc.,
1996 to 1998

Mr. Pantoja currently works as a Principal/Senior Civil Engineer at BHT Engineering, Inc. Mr. Pantoja has successfully worked in a variety of Federal/State funded and municipal public works. Mr. Pantoja is familiar with various FHWA and Caltrans' project development requirements and procedures, regarding project funding application, environmental review and documentation, project design, preparation of plans and specifications, construction cost estimates, construction inspection, preparation of invoices, and closeout of these projects. Mr. Pantoja works with clients, contractors, and governmental and private regulatory agencies for project approval and to answer questions regarding design and project alternatives. Mr. Pantoja coordinates with other engineering professionals to get a quality project within time and budget. Mr. Pantoja works in the preparation of and has taken to final approval, grading and drainage plans, street reconstruction projects, traffic signal plans, technical studies, such as traffic studies, drainage studies, pavement management system reports, project study reports, preliminary environmental assessment reports, mitigated negative declarations. Mr. Pantoja performs required calculations for earthwork volumes, pipe sizing and drainage facility design. He oversees field construction surveying and staking activities and acts as a Job Site Engineer/Inspector for various construction projects. Mr. Pantoja is also proficient with AutoCAD Civil 3D, Excel, Word and Adobe Acrobat among various other software packages.

RELEVANT EXPERIENCE:

10th Street Rehabilitation – STPL – 5193-(043). Taft, CA

Project Manager/ Engineer: Provided Preliminary Engineering and Construction Engineering services for the road reconstruction of a 1,630-foot segment of 10th Street from A St. to Rails to Trails Bike Path in the City of Taft. The project scope included reconstruction of existing roadway surface, installation of hot mix asphalt pavement overlay; installing traffic stripes, pavement markings, and roadside signs. The Rails to Trails Walk/Bike Path runs adjacent of the project, making it a major hub location for users of this popular community facility. Construction of the project was completed in April 2023.

Funding Source: Federal (STPL) and Local funds

Owner: City of Taft

Project Team Role: Preliminary Engineering (Survey, NEPA/CEQA Environmental Clearance, Design, Bidding); Construction Engineering (Inspection, Materials testing, Close-out)

Mendiburu Road Construction – CML – 5399-(031). City of California City, CA

Project Manager/ Engineer: Provided Preliminary Engineering and Construction Engineering services for the road construction of a 1-mile segment of Mendiburu road from Hacienda Blvd. to Neuralia Rd. in the City of California City. The project scope included new construction of a roadway, installation of hot mix asphalt pavement, over cement treated subbase; construction of a cast-in-place triple box culvert, install curb & gutters, cross gutters; shoulder grading, installing traffic stripes, pavement markings, and roadside signs.. The project included installation of bike lanes to accommodate students traveling to and from the local High School. Construction of the project was completed in February 2024.

Funding Source: Federal (CMAQ) and Local funds
Owner: City of California City

Project Team Role: Preliminary Engineering (Survey, NEPA/CEQA Environmental Clearance, Design, Bidding); Construction Engineering (Inspection, Materials testing, Close-out)

Hacienda Blvd. Rehabilitation – STPL – 5399-(030). City of California City, CA

Project Manager/ Engineer: Provided Preliminary Engineering and Construction Engineering services for the road reconstruction of a ¼ mile segment of Hacienda Blvd. from California City Blvd. to Eucalyptus Ave. in the City of California City. The project scope included reconstruction of existing roadway surface, installation of hot mix asphalt pavement, over cement treated subbase; reconstruction of one ADA ramp and cross gutter; installing traffic stripes, pavement markings, and roadside signs. The project included installation of bike lanes to accommodate students traveling to and from schools located at the intersection of Hacienda Blvd. and Redwood Blvd.

Funding Source: Federal (STPL) and Local funds
Owner: City of California City
Project Team Role: Preliminary Engineering (Survey, NEPA/CEQA Environmental Clearance, Design, Bidding); Construction Engineering (Inspection, Materials testing, Close-out)

Hacienda Blvd. Rehabilitation – STPL – 5399-(028). City of California City, CA

Project Manager/ Engineer: Provided Preliminary Engineering and Construction Engineering services for the road reconstruction of a ¼ mile segment of Hacienda Blvd. from So. Loop Blvd. to Eucalyptus Ave. in the City of California City. The project scope included reconstruction of existing roadway surface, installation of hot mix asphalt pavement, over cement treated subbase; reconstruction of one ADA ramp and cross gutter; installing traffic stripes, pavement markings, and roadside signs. The project included installation of bike lanes to accommodate students traveling to and from schools located at the intersection of Hacienda Blvd. and Redwood Blvd.

Funding Source: Federal (STPL) and Local funds
Owner: City of California City
Project Team Role: Preliminary Engineering (Survey, NEPA/CEQA Environmental Clearance, Design, Bidding); Construction Engineering (Inspection, Materials testing, Close-out)

Hacienda Blvd. Rehabilitation – STPL – 5399-(021). City of California City, CA

Project Manager/ Engineer: Provided Preliminary Engineering and Construction Engineering services for the road reconstruction of a ¼ mile segment of Hacienda Blvd. from Manzanita Ave. to South Loop Blvd. in the City of California City. The project scope included reconstruction of existing roadway surface, installation of hot mix asphalt pavement, over cement treated subbase; construction of new curb & gutter, concrete valley gutters; installing traffic stripes, pavement markings, and roadside signs. The project included installation of bike lanes to accommodate students traveling to and from schools located at the intersection of Hacienda Blvd. and Redwood Blvd. There is a drainage culvert under a segment of this road located near So. Loop Blvd. The new curb & gutters were designed to direct drainage to an existing inlet in order to improved flooding issues in this location.

Funding Source: Federal (STPL) and Local funds
Owner: City of California City
Project Team Role: Preliminary Engineering (Survey, NEPA/CEQA Environmental Clearance, Design, Bidding); Construction Engineering (Inspection, Materials testing, Close-out)

6th Street Rehabilitation – STPL – 5193-(042). Taft, CA

Project Manager/ Engineer: Provided Preliminary Engineering and Construction Engineering services for the road reconstruction of 6th Street from Main St. to Center St. in the City of Taft. The project scope included reconstruction of existing roadway surface, installation of hot mix asphalt pavement overlay, re-construction of curb & gutters, ADA compliant curb ramps; installing traffic stripes, pavement markings, and roadside signs.

Funding Source: Federal (STPL) and Local funds
Owner: City of Taft
Project Team Role: Preliminary Engineering (Survey, NEPA/CEQA Environmental Clearance, Design, Bidding); Construction Engineering (Inspection, Materials testing, Close-out)

Kern St. Safety Improvements – 1st St. to Hillard St. HSIPL – 5193 (040). Taft, CA

Project Manager/ Engineer: Provided Preliminary Engineering and Construction Engineering for one Safety pedestrian improvement project in the City of Taft. The project scope included installation of fourteen (14) Pedestrian Crossing flashing LED solar-powered signs; two (2) School Crossing flashing LED solar-powered signs; two (2) solar-powered Radar Speed Feed Back Signs, re-paint existing pedestrian crosswalks and pavement markings, and installation of roadside signs. Kern St. is within Caltrans Right-of-Way, SR 33; Mr. Pantoja prepared a Caltrans Encroachment Permit Application and successfully coordinated with Caltrans Dist. 6 Staff for approval of the Encroachment Permit.

Funding Source: Federal (HSIP) and Local funds
Owner: City of Taft
Project Team Role: Preliminary Engineering (Survey, NEPA/CEQA Environmental Clearance, Design, Bidding); Construction Engineering (Inspection, Materials testing, Close-out)

6th Street Rehabilitation – STPL – 5193-(039). Taft, CA

Project Manager/ Engineer: Provided Preliminary Engineering and Construction Engineering services for the road reconstruction and widening of a 475 feet segment of 6th Street from Main St. to Supply Row in the City of Taft. The project scope included reconstruction of existing roadway surface, installation of hot mix asphalt pavement overlay, construction of new curb & gutter, ADA compliant curb ramps; installing traffic stripes, pavement markings, and roadside signs. The project included striping for on-street parking. The Rails to Trails Walk/Bike Path runs thru the middle of the project, making it a major hub location for users of this popular community facility. Construction of the project was completed in December 26, 2017.

Funding Source: Federal (STPL) and Local funds
Owner: City of Taft
Project Team Role: Preliminary Engineering (Survey, NEPA/CEQA Environmental Clearance, Design, Bidding); Construction Engineering (Inspection, Materials testing, Close-out)

TDA Article 3 – 5th St & Rails to Trails Connection Project. Taft, CA

Project Manager/ Engineer: Provided Preliminary Engineering and Construction Engineering for one pedestrian improvement project in the City of Taft. The project scope included installation of red stamped concrete cross walk, retrofit curb ramps, install pavement markings, roadside signs and solar LED bollards.

Funding Source: County (TDA Article 3) and Local funds
Owner: City of Taft
Project Team Role: Preliminary Engineering (Survey, CEQA Environmental Clearance, Design, Bidding);

Construction Engineering (Inspection, Materials testing, Close-out)

Intersection Signalization - E. Sherwood Ave. & Marshall St. - Disaster Recovery Initiative No. 10-Dri-6787.

McFarland, CA

Project Manager/ Engineer: Provided Preliminary Engineering for one State CDBG funded project in the City of McFarland. The project scope included installation of a traffic signal and lighting system; reconstruction of existing roadway surface, curb and gutters, curb ramps; installing and removing traffic stripes, pavement markings, and roadside signs.

Funding Source: State CDBG (DRI) and Local funds
Owner: City of McFarland
Project Team Role: Preliminary Engineering (Survey, Design, Bidding).

5th Street Reconstruction – from F St. to Peters St. – RSTPL – 5287 (019) – Wasco, CA

Project Engineer: Provided Preliminary Engineering and Construction Engineering services for the road reconstruction of a 1 mile segment of 5th Street in the City of Wasco. The project scope included reconstruction of existing roadway surface, installation of hot mix asphalt pavement, over aggregate base; construction of new curb

& gutter, concrete valley gutters; ADA curb ramps; installing traffic stripes, pavement markings, and roadside signs. F Street is SR 43 and is within Caltrans Right-of-Way; Mr. Pantoja prepared a Caltrans Encroachment Permit Application and successfully coordinated with Caltrans Dist. 6 Staff for approval of the Encroachment Permit.

Funding Source: Federal (STPL) and Local funds
Owner: City of Wasco
Project Team Role: Preliminary Engineering (Survey, NEPA/CEQA Environmental Clearance, Design, Bidding); Construction Engineering (Inspection, Materials testing, Close-out)

Intersection Signalization – State Route 46 & Griffith Ave. - STPLNHSR – 5287 (012) – Wasco, CA

Project Manager/ Engineer: Provided Preliminary Engineering and Construction Engineering for one Safe Routes to School funded project in the City of Wasco. The project scope included installation of a traffic signal and lighting system; storm drain improvements, reconstruction of existing roadway surface, curb and gutters, curb ramps; installing and removing traffic stripes, pavement markings, and roadside signs. SR 46 is within Caltrans Right-of-Way; Mr. Pantoja prepared a Caltrans Encroachment Permit Application and successfully coordinated with Caltrans Dist. 6 Staff for approval of the Encroachment Permit.

Funding Source: Federal (SR2S) and Local funds
Owner: City of Wasco
Project Team Role: Preliminary Engineering (Survey, NEPA/CEQA Environmental Clearance, Design, Bidding); Construction Engineering (Inspection, Materials testing, Close-out)

Block Wall & Landscaping Improvements at Annin Ave. Wasco, CA

Project Engineer: Provided Preliminary Engineering and Construction Engineering for a local funded project in the City of Wasco. The project scope included site grading and construction of new block wall along the east side of Annin Avenue from Gromer Road south approximately 1230 feet and the installation of irrigation system and landscaping improvements.

Funding Source: Local funds
Owner: City of Wasco
Project Team Role: Preliminary Engineering (Survey, Design, Bidding); Construction Engineering (Inspection, Materials testing, Close-out)

W. Kern Ave. Elementary SR2S Connectivity - ATPSB1L 5343 (013). McFarland, CA

Project Manager/ Engineer: Provided Preliminary Engineering for one ADA pedestrian improvement project in the City of McFarland. The project scope included reconstruction of existing non-ADA compliant curb ramps and commercial/residential drive approaches, installation of street lights, Solar Powered Flashing LED Stop Signs, Solar Powered Radar Speed Feedback Sign, Solar Powered In-Roadway Crosswalk System, Pavement Striping/Markings. The project included preparation of Plans and Specifications to comply with the Division of State Architect (DSA) requirements. Mr. Pantoja met with DSA Staff at the Los Angeles office for project construction documents review and approval.

Funding Source: Federal (ATP & SB1) and Local funds
Owner: City of McFarland
Project Team Role: Preliminary Engineering (Survey, Design, Bidding).

East Side Taxiways Rehabilitation – AIP No. 3-06-0641-018-2017. City of California City, CA

Project Engineer: Provided Preliminary Engineering and Construction Engineering services for the reconstruction and widening of 3,400 ft. long airport taxiways. The project scope included full reconstruction of existing taxiways surface, installation of crushed aggregate base, hot mix asphalt per Marshall Method, material testing, striping and markings per FAA design standards. Construction of the project was completed in January 12, 2018.

Funding Source: FAA, Caltrans Division of Aeronautics and Local funds
Owner: City of California City
Project Team Role: Preliminary Engineering (Survey, NEPA/CEQA Environmental Clearance, Design, Bidding); Construction Engineering (Inspection, Materials testing, Close-out)

CDBG Project – Balsitic Park. City of California City, CA

Project Engineer: Provided Preliminary Engineering (Architectural Services) and Construction Engineering services for renovation improvements to bring Park restrooms into compliance with current Americans with Disabilities Act (ADA) code requirements. Kern County Planning and Natural Resources Department approved the allocation of CDBG funds for this purpose. Project is located at 7241 Landis Drive within the southeast corner of Balsitis Park.

The project scope included construction of new parking lot, installation of hot mix asphalt, construction of new curb & gutter, ADA compliant curb ramps; parking lot striping. The project included the installation of a premanufactured restroom building. Construction of the project was completed in September 25, 2018 and is currently in the Close-out phase.

Funding Source: CDBG and Local funds
Owner: City of California City
Project Team Role: Preliminary Engineering (Survey, Design, Bidding); Construction Engineering (Inspection, Materials testing, Close-out)

BHT ENGINEERING, INC.

Civil Engineering, Building Design & Construction Management

RESUME

Ramon H. Pantoja Senior Project Manager / CFO

Role:

Senior Project Manager /
Chief Financial Officer

Education:

Bachelor of Science –
Industrial Engineering, June
1992

Queretaro State University,
Queretaro, Mexico

P.E. obtained in 1995 from
Mexican License Board

Bakersfield College 1999 –
2006. Electrical Design-
Industrial Technology
Bakersfield, Ca

Experience:

BHT Engineering, Inc.,
December 2018 to Present

Helt Engineering, Inc.,
2002 to Jan. 2019

**Raymond Professional
Group**
2000–2001

As a Senior Project Manager at BHT Engineering, Inc. Mr. Pantoja is involved in the design and construction of Federal/State funded and public works, including road/highway construction projects and private sector projects including, building remodeling and design, residential/commercial subdivision. Mr. Pantoja has successfully worked in a variety of municipal public works. He is responsible for project design, preparation of plans and specifications, construction cost estimates, and construction management. Mr. Pantoja is familiar with various Caltrans' and FAA project development requirements and procedures. He works with clients, contractors, and governmental and private regulatory agencies for project approval and to answer questions regarding design and project alternatives. Mr. Pantoja oversees field construction surveying and staking activities and acts as a Job Site Inspector for various construction projects. Mr. Pantoja is also proficient with AutoCAD Civil 3D, Excel and Word, among various other software packages.

Mr. Pantoja previously worked as an Electrical Designer II for Raymond Professional Group, in Bakersfield, CA. As an Electrical Designer, Mr. Pantoja prepared preliminary and detailed electrical drawings for a variety of projects relating to the construction and installation of electric and electronic equipment. Mr. Pantoja has experience in the drafting of complex electrical wiring diagrams, electrical schematics, piping and instrument diagrams and other professionally acceptable diagrams. Mr. Pantoja has knowledge of City, State and National codes and Regulations, as well as Engineering/Architectural/Construction industry standards, in order to prepare and deliver construction documents.

RELEVANT EXPERIENCE:

CMAQ Transit Transfer Station. Wasco, CA

Project Manager: Provided Preliminary Engineering and Construction Engineering for a CMAQ project in the City of Wasco. The project scope included the construction a new building, landscaping and site lighting, this building became a landmark of the City of Wasco. Adjacent parking lot was later added with local funding.

Funding Source: Federal (CMAQ) and Local funds

Owner: City of Wasco

Project Team Role: Preliminary Engineering (Survey, Design, Specs, Bidding); Construction Engineering (Inspection, Materials testing, Close-out)

CDBG Barker Park Lighting Improvements Project. Wasco, CA

Project Manager: Provided Preliminary Engineering and Construction Engineering for a CDBG project in the City of Wasco. The project scope included the installation of pole mounted lighting throughout the park and related improvements.

Funding Source: County CDBG
Owner: City of Wasco
Project Team Role: Preliminary Engineering (Survey, Design, Specs, Bidding); Construction Engineering (Inspection, Materials testing, Close-out)

Ramon H. Pantoja

RESUME

RSTP H Street Reconstruction Project. Wasco, CA

Project Manager: Provided Preliminary Engineering and Construction Engineering for a RSTP funded project in the City of Wasco. The project scope included the re-construction of H Street from 6th St to J St. ADA ramps were not required at that time.

Funding Source: Federal (STPL) and Local funds
Owner: City of Wasco
Project Team Role: Preliminary Engineering (Survey, Design, Specs, Bidding); Construction Engineering (Inspection, Materials testing, Close-out)

Block Wall & Landscaping Improvements at Annin Ave. Wasco, CA

Project Manager: Provided Preliminary Engineering and Construction Engineering for a local funded project in the City of Wasco. The project scope included site grading and construction of new block wall along the east side of Annin Avenue from Gromer Road south approximately 1230 feet and the installation of irrigation system and landscaping improvements.

Funding Source: Local funds
Owner: City of Wasco
Project Team Role: Preliminary Engineering (Survey, Design, Specs, Bidding); Construction Engineering (Inspection, Materials testing, Close-out)

WWTP Diesel tank and metal workshop building. Wasco, CA

Project Manager: Provided Preliminary Engineering and Construction Engineering for a local funded project for the installation of a new diesel tank at the Wastewater Treatment Plant. The project scope included site grading, foundations, piping and electrical power and control runs.

Funding Source: Local funds
Owner: City of Wasco
Project Team Role: Preliminary Engineering (Survey, Design, Specs, Bidding); Construction Engineering (Inspection, Materials testing, Close-out)

Water Wells Improvements. Wasco, CA

Project Manager: Provided Preliminary Engineering and Construction Engineering for a local funded project for the design and installation new VFD at various water wells. The project scope included equipment demolition, foundations, electrical power and control runs.

Funding Source: Local funds
Owner: City of Wasco
Project Team Role: Preliminary Engineering (Survey, Design, Specs, Bidding); Construction Engineering (Inspection, Materials testing, Close-out)

CMAQ New CNG Station and Upgrade Project. Wasco, CA

Project Manager: Provided Construction Engineering for a CMAQ project in the City of Wasco. The project scope included the construction a new CNG Station with one compressor and fast fill dispenser, and site lighting. The next year applied and secure CMAQ funding to install an additional compressor, block wall and fencing. Landscaping was added with local funding.

Funding Source: Federal (CMAQ) and Local funds
Owner: City of Wasco
Project Team Role: Preliminary Engineering (Survey, Design, Specs, Bidding); Construction Engineering (Inspection, Materials testing, Close-out)

Ramon H. Pantoja

RESUME

FAA East Side Taxiways Rehabilitation – AIP No. 3-06-0641-018-2017. City of California City, CA Project Manager: Provided Preliminary Engineering and Construction Engineering services for the reconstruction and widening of 3,400 ft. long airport taxiways. The project scope included full reconstruction of existing taxiways surface, installation of crushed aggregate base, hot mix asphalt per Marshall Method, material testing, striping and markings per FAA design standards. Construction of the project was completed in January 12, 2018.

Funding Source: FAA, Caltrans Division of Aeronautics and Local funds
Owner: City of California City
Project Team Role: Preliminary Engineering (Survey, NEPA/CEQA Environmental Clearance, Design, Bidding); Construction Engineering (Inspection, Materials testing, Grant Close-out)

USDA Water Mains Replacement Project. City of California City, CA

Project Manager: Provided Preliminary Engineering and Construction Engineering services for the construction of 21 miles of new water main lines in the northeast part of the City.

Funding Source: Federal (USDA)
Owner: City of California City
Project Team Role: Preliminary Engineering (Survey, NEPA/CEQA Environmental Clearance, Design, Bidding); Construction Engineering (Inspection, Materials testing, Grant Close-out)

PTMISEA Park and Ride Project. City of California City, CA

Project Manager: Filled application to secure funding, Provided Preliminary Engineering and Construction Engineering services for the construction of a new Transit Transfer Station, building design, parking lot and related improvements.

Funding Source: State (PTMISEA)
Owner: City of California City
Project Team Role: Preliminary Engineering (Survey, NEPA/CEQA Environmental Clearance, Design, Bidding); Construction Engineering (Inspection, Materials testing, Grant Close-out)

CDBG #16.04.4 Second St. lighting project. McFarland, CA

Project Manager: Provided Preliminary Engineering and Construction Engineering for a CDBG project for streetscape on Second Street. The project scope included the construction of ornamental poles lighting, irrigation and landscaping, ADA driveways, ADA ramps and related improvements.

Funding Source: County CDBG
Owner: City of McFarland
Project Team Role: Preliminary Engineering (Survey, Design, Specs, Bidding); Construction Engineering (Inspection, Materials testing, Grant Close-out)

TDA Article 3 Heather Ave. ADA Improvements Project. City of California City, CA

Project Manager: Provided Preliminary Engineering and Construction Engineering for a TDA Article 3 funded project for the construction of ADA curb ramps, residential and commercial driveways, striping and signage, and related improvements.

Funding Source: TDA Article 3
Owner: City of California City
Project Team Role: Preliminary Engineering (Survey, Design, Specs, Bidding); Construction Engineering (Inspection, Grant Close-out)

BHT ENGINEERING, INC.

Civil Engineering, Building Design & Construction Management

RESUME

Miguel Pantoja Jr.

Senior Project Manager / Secretary

Role:

Senior Project Manager / Secretary

Education:

Bachelor of Art - Architecture
1999
California State Polytechnic
University, Pomona

Associate in Science-
Architecture 1995
Bakersfield College,
Bakersfield CA

Experience:

BHT Engineering, Inc.,
December 2018 to Present

Helt Engineering, Inc.,
2012 to Jan. 2019

OrdizMelby Architects Inc.,
2003–2005

Addington Partnership,
1988 - 2003

As a Sr. Project Manager at BHT Engineering, Inc. Mr. Pantoja is involved in all design phases, as well as, construction management of Federal/State funded and public works and private sector projects. His responsibilities include Institutional, Education, Residential, and Commercial building design. Mr. Pantoja has successfully worked in a variety of municipal public works, like the City of Taft Transit Station; City of Wasco Transit Station; City of Wasco Administration Building Remodel; City of McFarland City Hall Remodel; California City Westway Station, etc. He is responsible for project design, preparation of construction documents, specifications, construction cost estimates, and construction administration. Mr. Pantoja is proficient with AutoCAD Civil 3D, ArchiCAD, and DataCAD, among various other software packages. Mr. Pantoja has a vast knowledge of the ADA Standards.

Mr. Pantoja previously worked as an Intern Architect for OrdizMelby Architects Inc., in Bakersfield, CA. As a project manager/job captain, Mr. Pantoja assisted Project Architects during all design phases, including construction administration. He coordinated work in progress/projects with consultants and owners; Created red marks for draftsmen and review their work. Review/take projects to DSA and local agencies for final project approval. As an ArchiCAD Core member, developed strategies, training material, and office graphic standards and procedures to switch from DataCAD into ArchiCAD; trained and tutored production personal in the use of ArchiCAD (BIM) software. Mr. Pantoja has knowledge of City, State, and National building codes and regulations, Construction Industry Standards, as well as manufactures' catalogs and specifications, in order to prepare and deliver construction documents.

RELEVANT EXPERIENCE:

CMAQ Transit Transfer Station. Wasco, CA

Project Manager: Provided Architectural and Construction Engineering for a CMAQ project in the City of Wasco. The project scope included the construction a new building, landscaping and site lighting, this building became a landmark of the City of Wasco. Adjacent parking lot was later added with local funding.

Funding Source: Federal (CMAQ) and Local funds
Owner: City of Wasco
Project Team Role: Preliminary Engineering (Planning and Design)

City Hall Remodel Project. Wasco, CA

Project Manager: Provided Architectural and Construction Engineering for a project in the City of Wasco. The project scope included the interior and exterior remodel of the City Hall Building, Installation of Pre-Manufactured building, landscaping and site lighting.

Funding Source: Local Funding
Owner: City of Wasco

Project Team Role: Preliminary Engineering (Design and Construction Administration)

Miguel Pantoja Jr.

RESUME

City Hall Remodel Project. McFarland, CA

Project Manager: Provided Architectural and Construction Engineering for a project in the City of McFarland. The project scope included the interior remodel of the City Hall Building.

Funding Source: Local Funding
Owner: City of McFarland
Project Team Role: Preliminary Engineering (Design and Construction Administration)

New Animal Shelter Building. McFarland, CA

Project Manager: Provided Architectural and Construction Engineering services for the Planning and Design of a New Animal Shelter Building, Parking Lot, and Related Site Improvements. Project Currently Under Construction.

Funding Source: Federal (USDA)
Owner: City of McFarland
Project Team Role: Preliminary Engineering (Planning, Design, and Construction Administration)

CDBG Project – Balsitic Park. City of California City, CA

Project Manager: Provided Preliminary Engineering (Architectural Services) and Construction Engineering services for renovation improvements to bring Park restrooms into compliance with current Americans with Disabilities Act (ADA) code requirements. Kern County Planning and Natural Resources Department approved the allocation of CDBG funds for this purpose. Project is located at 7241 Landis Drive within the southeast corner of Balsitis Park.

The project scope included construction of new parking lot, installation of hot mix asphalt, construction of new curb & gutter, ADA compliant curb ramps; parking lot striping. The project included the installation of a premanufactured restroom building. Construction of the project was completed in September 25, 2018.

Funding Source: County CDBG and Local funds
Owner: City of California City
Project Team Role: Preliminary Engineering (Survey, Design, Bidding); Construction Engineering (Inspection, Materials testing, Close-out)

PTMISEA Park and Ride Project, City of California City, CA

Project Manager: Provided Architectural and Construction Engineering services for the Design and construction of a New Transit Transfer Station Building, Parking Lot, and Related Site Improvements.

Funding Source: PTMISEA
Owner: City of California City
Project Team Role: Preliminary Engineering (Survey, Design); Construction Engineering (Inspection, Materials testing, Close-out)

Community Pool House Building, City of California City, CA

Project Manager: Provided Architectural and Construction Engineering services for the Planning and Design of a New Community Pool Building, Parking Lot, and Related Site Improvements.

Funding Source: Local funds

Owner: City of California City
Project Team Role: Preliminary Engineering (Survey, Planning, Design, Bidding)

New Fire Station Building, City of California City, CA

Project Manager: Provided Architectural and Construction Engineering services for the Design and construction of a new Fire Station Building, Parking Lot, and Related Site Improvements.

Funding Source: Local funds
Owner: City of California City
Project Team Role: Preliminary Engineering (Planning & Design); Construction Administration (Review and Approve Construction Submittals, RFI's)

City of California City – RFQ for On-Call Professional Engineering Services

APPENDIX 2 – REFERENCES

Craig Jones – City Manager
CITY OF TAFT
209 E. Kern Street
Taft, CA 93268
Phone: (661) 763-3144
cjones@cityoftaft.org

Kameron Arnold, P.E. – City Engineer
CITY OF WASCO
746 8th St.
Wasco, CA 93280 Phone:
(661) 758-7204
kaarnold@cityofwasco.org

Yerlys Hernandez – Public Works Director
CITY OF McFARLAND 401
W. Kern Ave.
McFarland, CA 93250 Phone:
(661) 792-3091
yhernandez@mcfarlandcity.org

ATTACHMENT A

EXHIBIT 10-O1 – Consultant Proposal DBE Commitment

May 29, 2025

Page 31

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City of California City

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3URMHFW'HVFULSWLRQRFO PROFESSIONAL ENGINEERING ON@CALL SERVICES

3URMHFW/RFDWLRQVarious Locations - City of California City, Kern Co., California

&RQVXOWDQW V1DPH BHT Engineering, Inc.

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ATTACHMENT B

EXHIBIT 15-H – DBE Information - Good Faith Effort

May 29, 2025

Page 32

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date 05/29/2025 PE/CE

Federal-aid Project No(s). VARIOUS: On-Call, Multi-Phase Bid Opening Date N/A CON

The City of California City established a Disadvantaged Business Enterprise (DBE) goal of 15% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) calendar days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer’s or bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions, **please attach additional sheets as needed**:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement
--------------	------------------------

N/A – Goal has been met – See Exh 10-O1

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
-------------------------	------------------------------	-----------------------------

N/A – Goal has been met – See Exh 10-O1

Proposer/Contractor Good Faith Effort

C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
N/A – Goal has been met – See Exh 10-O1				
			0.00%	
				0.00%
				0.00%

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

N/A – Goal has been met – See Exh 10-O1

Names, addresses and phone numbers of firms selected for the work above:

N/A – Goal has been met – See Exh 10-O1

E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

N/A – Goal has been met – See Exh 10-O1

F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

N/A – Goal has been met – See Exh 10-O1

Proposer/Contractor Good Faith Effort

ATTACHMENT C

EXHIBIT 10-Q - Disclosure of Lobbying Activities

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

1. Type of Federal Action:

- a. contract
- b. grant
- c. cooperative agreement
- e. loan guarantee
- f. loan insurance

2. Status of Federal Action :

- a. bid /offer/application
- b. initial award
- c. post-award

3. Report Type:

- a. initial
- b. material change

For Material Change Only:

year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

Congressional District, if known

6. Federal Department /Agency:

Federal Action Number, if known :

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

7. Federal Program Name/D

CFDA number, if

9. Award Amount

10. Name and Address of Lobby Entity (If in individual, last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)
\$ _____ actual

Type of Payment (check all that apply)

13. Form of Payment (check all that apply)
a. cash
b. in-kind

- a. retainer
- b. one-time fee
- c. commission
- d. contingent fee
- e. deferred

specify _____

15. Briefly describe services performed or to be performed and Date(s) of Service, including name(s), or member(s) contacted, for Payment Indicated in Item 12:

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: Yes No

Signature: _____

Print name: _____

Address: _____

Telephone No.: _____ Date: _____

Authorized for Local Reproduction

Standard Form - LLL

c. cooperative agreement

filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For the covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SFLLL-Instructions Rev. 06-04

ATTACHMENT D

Signed copy of Proposer's ACKNOWLEDGEMENT of the draft Contract

ARTICLE XXXIV CONTRACT

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

ARTICLE XXXV SIGNATURES

(Name of LOCAL AGENCY)

(Name of CONSULTANT)

(Signature)

(Signature)

(Name of Signer)

(Name of Signer)

Date: _____

Date: _____

"PROPOSER's ACKNOWLEDGEMENT: "I have received and reviewed the sample CONSULTANT CONTRACT. My signature below shall signify our firm's acceptance of said contract if our firm is selected for awarding a contract for the project as described in said RFP.

Juan M. Pantoja

By: Printed Name

JUAN M PANTOJA

0/2

Signature

Proof of Publication

THE BAKERSFIELD CALIFORNIAN
4900 CALIFORNIA AVE STE 100A
BAKERSFIELD, CA 93309

Ad Number: 468815 PO #:
Edition: CALC Run Times 2
Class Code LEGAL NOTICES

Start Date 04/30/2025 Stop Date 05/07/2025

CITY OF CALIFORNIA CITY
21000 HACIENDA BLVD
CALIFORNIA CITY CA 93505
US

Billing Lines 14.00 Inches 1.3940294
Total Cost \$ 257.06 Account 89113
Billing CITY OF CALIFORNIA CITY
Address 21000 HACIENDA BLVD
CALIFORNIA CITY CA 93505
US

STATE OF CALIFORNIA
COUNTY OF KERN

Solicitor I.D.: O

I AM A CITIZEN OF THE UNITED STATES AND A RESIDENT OF THE COUNTY AFORESAID: I AM OVER THE AGE OF EIGHTEEN YEARS, AND NOT A PARTY OR INTERESTED IN THE ABOVE ENTITLED MATTER. I AM THE ASSISTANT PRINCIPAL CLERK OF THE PRINTER OF THE BAKERSFIELD CALIFORNIAN, A NEWSPAPER OF GENERAL CIRCULATION, PRINTED AND PUBLISHED DAILY IN THE CITY OF BAKERSFIELD COUNTY OF KERN,

First Text
REQUEST FOR QUALIFICATION

Ad Number 468815

AND WHICH NEWSPAPER HAS BEEN ADJUDGED A NEWSPAPER OF GENERAL CIRCULATION BY THE SUPERIOR COURT OF THE COUNTY OF KERN, STATE OF CALIFORNIA, UNDER DATE OF FEBRUARY 5, 1952, CASE NUMBER 57610; THAT THE NOTICE, OF WHICH THE ANNEXED IS A PRINTED COPY, HAS BEEN PUBLISHED IN EACH REGULAR AND ENTIRE ISSUE OF SAID NEWSPAPER AND NOT IN ANY SUPPLEMENT THEREOF ON THE FOLLOWING DATES, TO WIT:

FOR QUALIFICATIONS FOR
ON-CALL PROFESSIONAL ENGINEERING SERVICES
FOR FEDERAL AND STATE FUNDING PROJECTS
City of California City 21000 Hacienda Blvd. California City, CA 93505
Date Issued: April 30, 2025
Proposals are due by 3:00 PM on May 29, 2025
Contact Joe Bamgan, Public Works Director: jrbamgan@cityofcc.gov |
(760) 373-7162, for a copy of the BFP on its website: www.cityofcc.gov
April 13, May 7, 2025
468815

04/30/2025 05/07/2025

ALL IN YEAR 2025

I CERTIFY (OR DECLARE) UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Musta Fisher

DATED AT BAKERSFIELD CALIFORNIA

!; = 21

RESOLUTION NO. 25-3157

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT WITH BHT ENGINEERING, INC. FOR ON-CALL PROFESSIONAL ENGINEERING SERVICES FOR LOCAL, STATE, AND FEDERALLY FUNDED PROJECTS

The City Council of the City of California City (hereafter referred to as the "City") does resolve as follows:

WHEREAS, the City needs On-Call Professional Engineering Services for local, state, and federal Funded Projects; and

WHEREAS, the City advertised the RFP for On-Call Professional Engineering Services for local, state, and federally funded projects on April 30, 2025, with submittals due by May 7, 2025, on the City's Website and in the Bakersfield Californian; and

WHEREAS, two proposals were received and evaluated, and the City determined that BHT Engineering, Inc. was the lowest responsive bidder.

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

SECTION 1: The City hereby authorizes the City Manager to sign a new agreement with BHT Engineering Inc. with an expiration date of June 30, 2030 and with a maximum contract sum in the amount of _____ (\$_____).

SECTION 2: City Clerk shall certify to the passage and ~~adoption of this~~ Resolution.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of California City, this ___ day of _____ 2025.

Marquette Hawkins
Mayor

ATTEST:

APPROVED AS TO FORM:

4921-1132-1950 v1

Page 1 of 2

Leandrea Weible
Acting City Clerk

Victor M. Ponto,
City Attorney

CERTIFICATION

I, Leandrea Weible, Interim City Clerk of the City of California City, California, hereby certify that the foregoing resolution was duly adopted at a meeting of the City Council of said City at its meeting held on the ____ of _____ 2025, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of California City, California, this ____ day of _____, 2025.

Leandrea Weible
Acting City Clerk



COUNCIL AGENDA ITEM

September 9, 2025

TO: Honorable Mayor and Members of the City Council

FROM: Christopher Lopez, City Manager

SUBJECT: Discuss and Provide Direction Regarding the City's Financial Issues and Provide Direction on Beginning the Neutral Evaluation Process

BACKGROUND:

The City has historically utilized a special tax to fund various operations for the community. Due to the loss of Measure C in 2024, the City made several reductions in personnel to offset some of the reductions, as well as putting forward various items to increase revenues.

As additional background to the City's budget issues, the City adopted its FY 24/25 Budget on March 25, 2025, which utilized fund balance to balance the budget. On July 8, 2025, the Mayor and Council adopted the FY 25/26 Budget with the use of fund balance again to balance the budget. The City has now adopted two budgets in the last six months that utilized fund balance to balance its operating budgets.

Over the last year, the City has asked voters to approve an extension of Measure C, which generated approximately \$6M in revenues to fund public safety in the city, which expired on June 30, 2024 to help alleviate the City's budget situation. Voters have not approved these initiatives, resulting in a lack of ongoing revenues to support city operations. In July 2025, the Mayor and City Council received polling results from registered voters that identified the lack of public support for a tax measure to fund critical operations in the City. As a result, the Council directed staff not to prepare items for a ballot measure asking voters to approve a special parcel tax to fund critical operations.

While various adjustments have been made to the budget, with the most notable one resulting in the elimination of 19 positions and saving \$1.3M, there remains significant budget and service delivery issues in the community. Numerous residents have noticed these impacts, including the lack of maintenance at City facilities, and staff only responding to items on an emergency basis due to lack of staffing and funding.

General Fund Overview

The general fund is the primary operating fund for the City. The general fund pays for many of the services offered to the City's residents including city personnel for Planning, Public Works Administration, Clerk's Office, a portion of Police and Fire Department costs, and Recreation

programming. While many cities fund public safety primarily through the general fund, California City has funded the bulk of its public safety departments through a special tax for public safety.

Relying on a special tax measure with an expiration date for such a critical function has the effect of funding a primary function of local government with a temporary funding stream. Funding a core element of local government with a temporary revenue is not a best practice as it locks the city into a guaranteed crises every few years if there is no funding mechanism to take over the finite revenue stream. With the expiration of Measure C, this created a significant hole in the City’s budget since it relied on a temporary measure to fund public safety.

The pattern of temporarily funding such core functions of government has locked the City into a pattern of instability and resulted in many issues for the California City community.

Historical Review of Special Tax Revenues and Expenditures: Budget Problem

While Measure C covered a significant portion of the City’s public safety costs, the City ran deficits in these operations for many years. This means that even with the allocation of Measure C, or other special tax revenues, the city was unable to contain its expenditures within the revenues generated for public safety. The table below lists the total revenues, and the respective expenditures over the last ten years. The numbers included below are taken from the city’s audited financial statements, which can be viewed on the Finance Department website.

Fiscal Year Ended	Public Safety Revenues	Expenditures	Excess (deficiency) of revenues over (under) expenditures
2015	\$ 6,753,885	\$ 7,307,711	\$ (553,826)
2016	\$ 6,794,075	\$ 8,153,345	\$ (1,359,270)
2017	\$ 6,658,706	\$ 8,632,413	\$ (1,973,707)
2018	\$ 6,934,156	\$ 6,884,488	\$ 49,668
2019	\$ 7,787,816	\$ 8,043,685	\$ (255,869)
2020	\$ 7,283,017	\$ 8,857,956	\$ (1,574,939)
2021	\$ 7,704,425	\$ 7,330,376	\$ 374,049
2022	\$ 7,583,090	\$ 8,414,445	\$ (831,355)
2023	\$ 7,229,442	\$ 7,593,986	\$ (364,544)
2024	\$ 6,621,949	\$ 8,588,388	\$ (1,966,439)

In the last ten years, and based on the City’s audited financial statements, the city exceeded its public safety expenditures in eight of the last ten years. This means that the city’s special tax for public safety was only covering a portion of the City’s public safety costs. The additional funding necessary to cover this expense was covered through the general fund.

Use of Fund Balance to Balance the Budget

The use of fund balance to cover ongoing expenditures is not a recommended practice. Given the city’s accrual of fund balance in the general fund, the City is able to utilize this funding in order

to balance the city's budget. This deficit spending should be remedied, and a long-term solution is necessary to remove the City's reliance on one time funding.

Utilizing fund balance is not a viable long-term strategy and will eventually lead to fiscal insolvency.

Additionally, the elimination of personnel in 2024 had the effect of lessening total general fund expenditures and thereby lessening the deficit for the fiscal year. Those reductions in personnel did come at a service cost since there is currently no maintenance staff to perform duties at the parks, city hall, senior center, and other core functions of the City. Reductions in maintenance and operations expenditures have also provided significant savings to the community, but the City is grappling with conditions related to service insolvency, as its unable to meet basic demands for service.

Financial Health Indicators

When reviewing various items that provide an indication to the City's financial health, the following items should raise concern as it relates to the City's financial health, which are currently being utilized by the City:

1. Use of fund balance to balance the budget
2. Net operating deficits in the general fund
3. City is unable to keep pace with aging of capital assets outside of public safety
4. General fund subsidies occur in enterprise funds including the Airport Fund and the Golf Course Fund
5. Nonrecurring revenues from development have been utilized to fund operating costs (use of one-time revenue from development projects)
6. Public service levels do not meet the standards and needs in the community

These practices are indicative of the broader issues related to the City's ability to remain solvent into the future.

Insolvency:

California City has experienced significant stress due to ongoing deficits that have resulted in the inability to provide core services to the community. Without additional painful cuts to critical and vital services, and in the absence of new revenue sources, the City is headed towards fiscal insolvency. Opportunity still exists for the City of California City to address its financial condition, but it will require significant, difficult, and challenging conversations related to how to move the City towards financial sustainability.

It should be noted that according to John Knox and Marc Levinson, who wrote the document titled, Avoiding and Using Chapter 9 in Times of Fiscal Stress, they state that "filing for bankruptcy protection under chapter 9 should be considered a last resort, to be effected only after every effort has been made to avoid it."

They also state that, “In these circumstances, painful cuts in service levels, employee compensation and other expenses may be required, as well as increased revenues through higher taxes or fees.”

As an overview, the information below is included to illustrate the process by which a public agency seeks bankruptcy protection.

Eligibility to File for Bankruptcy Protection

In a presentation provided to the League of California Cities by individuals who represented the City of San Bernardino during their bankruptcy, they note the following items to be eligible for bankruptcy protection:

To be eligible, must:

1. Be a municipality
2. Be authorized under state law and meet any state requirements
 - a. In CA under AB 506, either engage in “neutral evaluation process” (i.e. mediation) or declare a fiscal emergency
3. Be insolvent
4. Desire to effect a plan of adjustment
5. Negotiate with creditors or show negotiations would be impracticable
6. Show that petition was filed in good faith

Neutral Evaluation Process

California Government Code - GOV § 53760.3 spells out the process regarding the Neutral Evaluation Process which is a step necessary to file for bankruptcy protection. This section of the code is attached to this staff report for reference.

Relevant portions of the process are included below for reference:

A local public entity may initiate the neutral evaluation process if the local public entity is or likely will become unable to meet its financial obligations as and when those obligations are due or become due and owing. The local public entity shall initiate the neutral evaluation by providing notice by certified mail of a request for neutral evaluation to all interested parties as defined in Section 53760.1.

(b) Interested parties shall respond within 10 business days of receipt of notice of the local public entity’s request for neutral evaluation.

(c) (1) The local public entity and the interested parties agreeing to participate in the neutral evaluation shall, through a mutually agreed-upon process, select the neutral evaluator to oversee the neutral evaluation process and facilitate all discussions in an effort to resolve their disputes.

(2) If the local public entity and interested parties fail to agree on a neutral evaluator within seven days after the interested parties have responded to the notification sent by the public entity, the public entity shall select five qualified neutral evaluators and provide their names, references, and backgrounds to the participating interested parties. Within three business days, a majority of

participating interested parties may strike up to four names from the list. If a majority of participating interested parties strikes four names, the remaining candidate shall be the neutral evaluator. If the majority of participating parties strikes fewer than four names, the local public entity may choose which of the remaining candidates shall be the neutral evaluator.

(d) A neutral evaluator shall have experience and training in conflict resolution and alternative dispute resolution and shall meet at least one of the following qualifications:

(1) At least 10 years of high-level business or legal practice involving bankruptcy or service as a United States Bankruptcy Judge.

(2) Professional experience or training in municipal finance and one or more of the following issue areas:

(A) Municipal organization.

(B) Municipal debt restructuring.

(C) Municipal finance dispute resolution.

(D) Chapter 9 bankruptcy.

(E) Public finance.

(F) Taxation.

(G) California constitutional law.

(H) California labor law.

(I) Federal labor law.

RECOMMENDATION:

It is recommended that the Council discuss and direct the City Attorney and City Manager's Office to begin the neutral evaluation process.

ATTACHMENTS:

1. Government Code Text

**2024 California Code
Government Code - GOV
TITLE 5 - LOCAL AGENCIES
DIVISION 2 - CITIES, COUNTIES, AND
OTHER AGENCIES
PART 1 - POWERS AND DUTIES
COMMON TO CITIES, COUNTIES, AND
OTHER AGENCIES
CHAPTER 4 - Financial Affairs
ARTICLE 5 - Bankruptcy
Section 53760.3.**

Universal Citation :

CA Govt Code § 53760.3 (2024)

53760.3. (a) A local public entity may initiate the neutral evaluation process if the local public entity is or likely will become unable to meet its financial obligations as and when those obligations are due or become due and owing. The local public entity shall initiate the neutral evaluation by providing notice by certified mail of a request for neutral evaluation to all interested parties as defined in Section 53760.1.

(b) Interested parties shall respond within 10 business days of receipt of notice of the local public entity's request for neutral evaluation.

(c) (1) The local public entity and the interested parties agreeing to participate in the neutral evaluation shall, through a mutually agreed-upon process, select the

neutral evaluator to oversee the neutral evaluation process and facilitate all discussions in an effort to resolve their disputes.

(2) If the local public entity and interested parties fail to agree on a neutral evaluator within seven days after the interested parties have responded to the notification sent by the public entity, the public entity shall select five qualified neutral evaluators and provide their names, references, and backgrounds to the participating interested parties. Within three business days, a majority of participating interested parties may strike up to four names from the list. If a majority of participating interested parties strikes four names, the remaining candidate shall be the neutral evaluator. If the majority of participating parties strikes fewer than four names, the local public entity may choose which of the remaining candidates shall be the neutral evaluator.

(d)) A neutral evaluator shall have experience and training in conflict resolution and alternative dispute resolution and shall meet at least one of the following qualifications:

(1) At least 10 years of high-level business or legal practice involving bankruptcy or service as a United States Bankruptcy Judge.

(2) Professional experience or training in municipal finance and one or more of the following issue areas:

(A) Municipal organization.

(B) Municipal debt restructuring.

(C) Municipal finance dispute resolution.

(D) Chapter 9 bankruptcy.

(E) Public finance.

(F) Taxation.

(G) California constitutional law.

(H) California labor law.

(I) Federal labor law.

(e)) The neutral evaluator shall be impartial, objective, independent, and free from prejudice. The neutral evaluator shall not act with partiality or prejudice based on any participant's personal characteristics, background, values or beliefs, or performance during the neutral evaluation process.

(f) The neutral evaluator shall avoid a conflict of interest or the appearance of a conflict of interest during the neutral evaluation process. The neutral evaluator shall make a reasonable inquiry to determine whether there are any facts that a reasonable individual would consider likely to create a potential or actual conflict of interest. Notwithstanding subdivision (n), if the neutral evaluator is informed of the existence of any facts that a reasonable individual would consider likely to create a potential or actual conflict of interest, the neutral evaluator shall disclose these facts in writing to the local public entity and all interested parties involved in the neutral evaluation. If any party to the neutral evaluation objects to the neutral evaluator, that party shall notify all other parties to the neutral evaluation, including the neutral evaluator, within 15 days of receipt of the notice from the neutral evaluator, the neutral evaluator shall withdraw and a new neutral evaluator shall be selected.

(g) Prior to the neutral evaluation process, the neutral evaluator shall not establish another relationship with any of the parties in a manner that would raise questions about the integrity of the neutral evaluation, except that the neutral evaluator may conduct further neutral evaluations regarding other potential local public entities that may involve some of the same or similar constituents to a prior mediation.

(h)) The neutral evaluator shall conduct the neutral evaluation process in a manner that promotes voluntary, uncoerced decisionmaking in which each party makes free and informed choices regarding the process and outcome.

(i) The neutral evaluator shall not impose a settlement on the parties. The neutral evaluator shall use his or her best efforts to assist the parties to reach a satisfactory resolution of their disputes. Subject to the discretion of the neutral evaluator, the neutral evaluator may make oral or written recommendations for settlement or plan of reorganization to a party privately or to all parties jointly.

(j) The neutral evaluator shall inform the local public entity and all parties of the provisions of Chapter 9 relative to other chapters of the bankruptcy codes. This instruction shall highlight the limited authority of United States bankruptcy judges in Chapter 9 such as the lack of flexibility available to judges to reduce or cram

down debt repayments and similar efforts not available to reorganize the operations of the city that may be available to a corporate entity.

(k) The neutral evaluator may request from the parties documentation and other information that the neutral evaluator believes may be helpful in assisting the parties to address the obligations between them. This documentation may include the status of funds of the local public entity that clearly distinguishes between general funds and special funds, and the proposed plan of readjustment prepared by the local public entity.

(l) The neutral evaluator shall provide counsel and guidance to all parties, shall not be a legal representative of any party, and shall not have a fiduciary duty to any party.

(m) In the event of a settlement with all interested parties, the neutral evaluator may assist the parties in negotiating a prepetitioned, preagreed plan of readjustment in connection with a potential Chapter 9 filing.

(n) If at any time during the neutral evaluation process the local public entity and a majority of the representatives of the interested parties participating in the neutral evaluation wish to remove the neutral evaluator, the local public entity or any interested party may make a request to the other interested parties to remove the neutral evaluator. If the local public entity and the majority of the interested parties agree that the neutral evaluator should be removed, the parties shall select a new neutral evaluator.

(o) The local public entity and all interested parties participating in the neutral evaluation process shall negotiate in good faith.

(p) The local public entity and interested parties shall provide a representative of each party to attend all neutral evaluation sessions. Each representative shall have the authority to settle and resolve disputes or shall be in a position to present any proposed settlement or plan of readjustment to the parties participating in the neutral evaluation.

(q) The parties shall maintain the confidentiality of the neutral evaluation process and shall not disclose statements made, information disclosed, or documents

prepared or produced, during the neutral evaluation process, at the conclusion of the neutral evaluation process or during any bankruptcy proceeding unless either of the following occur:

(1) All persons that conduct or otherwise participate in the neutral evaluation expressly agree in writing, or orally pursuant to Section 1118 of the Evidence Code, to disclose the communication, document, or writing.

(2) The information is deemed necessary by a judge presiding over a bankruptcy proceeding pursuant to Chapter 9 of Title 11 of the United States Code to determine eligibility of a municipality to proceed with a bankruptcy proceeding pursuant to Section 109(c) of Title 11 of the United States Code.

(f) The neutral evaluation established by this process shall not last for more than 60 days following the date the evaluator is selected, unless the local public entity or a majority of participating interested parties elects to extend the process for up to 30 additional days. The neutral evaluation process shall not last for more than 90 days following the date the evaluator is selected unless the local public entity and a majority of the interested parties agree to an extension.

(g) The local public entity shall pay 50 percent of the costs of neutral evaluation, including, but not limited to, the fees of the evaluator, and the creditors shall pay the balance, unless otherwise agreed to by the parties.

(h) The neutral evaluation process shall end if any of the following occur:

(1) The parties execute a settlement agreement.

(2) The parties reach an agreement or proposed plan of readjustment that requires the approval of a bankruptcy judge.

(3) The neutral evaluation process has exceeded 60 days following the date the neutral evaluator was selected, the parties have not reached an agreement, and neither the local public entity or a majority of the interested parties elects to extend the neutral evaluation process past the initial 60-day time period.

(4) The local public entity initiated the neutral evaluation process pursuant to subdivision (a) and received no responses from interested parties within the time specified in subdivision (b).

(5) The fiscal condition of the local public entity deteriorates to the point that a fiscal emergency is declared pursuant to Section 53760.5 and necessitates the need to file a petition and exercise powers pursuant to applicable federal bankruptcy law.

(u)) If the 60-day time period for neutral evaluation has expired, including any extension of the neutral evaluation past the initial 60-day time period pursuant to subdivision (r), and the neutral evaluation is complete with differences resolved, the neutral evaluation shall be concluded. If the neutral evaluation process does not resolve all pending disputes with creditors the local public entity may file a petition and exercise powers pursuant to applicable federal bankruptcy law if, in the opinion of the governing board of the local public entity, a bankruptcy filing is necessary.

(Amended by Stats. 2012, Ch. 162, Sec. 68. (SB 1171) Effective January 1, 2013.)