

CITY OF CALIFORNIA CITY

February 11, 2025

Marquette Hawkins
MAYOR

Michael Kulikoff
MAYOR PRO TEM

Jesse Hightower
Michael Hurles
Ronald Smith
COUNCIL MEMBERS

Dr. Justin Vincent
ACTING CITY MANAGER



AGENDA

*CITY COUNCIL/ HOUSING AUTHORITY/ SUCCESSOR AGENCY
REGULAR MEETING TUESDAY FEBRUARY 11, 2025 @ 5:00 PM
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)

Zoom instructions and notes:

Web Link: <https://us06web.zoom.us/j/89285508012>

Meeting ID: 892 8550 8012

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

February 11, 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 4:00 PM

CALL TO ORDER

ROLL CALL

Councilmembers: Hightower, Hurles, Smith, Mayor Pro Tem Kulikoff, Mayor Hawkins

APPROVAL OF 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 –
Pursuant to CALIFORNIA GOVERNMENT CODE 54956.9(d)(2)
NUMBER OF MATTERS: Three (3) MATTERS

REPORT OUT OF CLOSED SESSION

CITY COUNCIL CONVENES TO REGULAR MEETING

REGULAR MEETING 5:00PM

CALL TO ORDER

PLEDGE OF ALLIGENCE / INNVOCATION

ROLL CALL

Councilmembers: Hightower, Hurles, Smith, Mayor Pro Tem Kulikoff, Mayor Hawkins

CITY OF CALIFORNIA CITY

February 11, 2025

DEPARTMENTAL REPORTS

OHV
PARK
HOUSING
PUBLIC WORKS

CITY CLERK REPORTS/RECEIVED COMMUNICATIONS

Correspondence received from JM POWERS dated:

January 31, 2025-What is the City's estimated Operating Cash Status by the End of Fiscal Year 2024/2025

February 1, 2025- (Originally dated January 19, 2025)-City Budgets, Financial Reports& Annual Audits should comply with GASB 38/34

CIVIC/COMMUNITY/ORGANIZATION ANNOUNCEMENTS

- FREE Community Event: **2nd annual Black History Month Extravaganza and Parade in the Park** taking place on Saturday, February 22, 2025, at Central Park and the Strata Center from 11am-5pm
- U.S. House of Representatives: Congressman Obernolte's Office will be hosting a **Community Coffee Event** on Saturday February 22, 2025, at the Art and Community Building located at Central Park from 2pm-5pm. This is an informational and resource event that is FREE for the community.

PRESENTATIONS

- Commendation Award to Animal Control Officer, **BRIAN SMITH** - Presented, Requested & Brought by: **DIRECTOR OF PUBLIC SAFETY, DR. JUSTIN VINCENT**
- Presentation by: **LELAND KRELLE & MUSA WADUD**, to purchase Desert Jade and Legends Requested & Brought by: **MAYOR MARQUETTE HAWKINS**

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 Resolution 25-3104

CC 2. Approve City Check Register dated 01/24/2025-02/06/2025

CITY OF CALIFORNIA CITY

February 11, 2025

CC 3. STAFF REPORT-Joe Barragan-Public Works Director

SUBJECT: NOTICE OF COMPLETION - HACIENDA BLVD. Rehabilitation from Manzanita Ave. to Redwood Blvd. 5399-(033) project

RECOMMENDATION: Motion to accept the completed work by Westrock General Engineering for the Hacienda Blvd. Rehabilitation from Manzanita Ave. to Redwood Blvd. – STPL 5399-(033) project and authorize the City Clerk to file the Notice of Completion with the Kern County Recorder. Staff further recommends the release of the 5% retention to the Contractor after 30 days pending claims or liens filed during this period

CC 4. STAFF REPORT- Joe Barragan-Public Works Director

SUBJECT: Resolution to accept the lowest responsive and responsible Base Bid and Award of a contract to Westrock General Engineering in the amount of \$816,816.00 for the Redwood Blvd. from 560-ft East of Hacienda Blvd. to 98th Street – CML – 5399 (029) project; and authorize the City Manager to execute the construction agreement; Allocate Funds for the Bid, and up to \$204,204.00 for Contingency, Construction Management and Materials Sampling & Testing

RECOMMENDATION:

Motion to pass a Resolution to accept the lowest responsive and responsible Bid, award the project and to execute a construction agreement with Westrock General Engineering in the amount of \$816,816.00 for the Redwood Blvd. from 560-ft East of Hacienda Blvd. to 98th Street – CML – 5399 (029) project and authorize the City Manager to execute the construction agreement.

Additionally, Staff recommends the approval in the amount of \$81,682.00, or Ten percent (10%), for Construction Contingencies crucial to the successful completion of the project. Said funds will be treated as not to exceed without future authorization from Council. These funds will be utilized for unforeseen work that may arise during the construction process which was unforeseen at the time of bidding.

Together with the award of the Construction contract staff will utilize an additional fifteen (15%) percent to execute a task order with BHT Engineering, Inc., to provide Construction Management/Observation to further guarantee that the City and its residents receive a quality product acceptable in quality, nature, and construction method. BHT will not only supply continuous inspection but will also provide Materials Sampling and Testing as required by the City's Quality Assurance Program (QAP), which 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.

CC 5. STAFF REPORT: Joe Barragan- Public Works Director

SUBJECT: NOTICE OF COMPLETION – Balsitis Park Playground and Basketball Court Project, Funded by CDBG, CD#13.21.1 and CD#13.23.1

RECOMMENDATION: Motion to accept the work completed by Zenitram, Inc. dba ANM Construction & Engineering for the Balsitis Park Playground and Basketball Court Project (CDBG, CD#13.21.1 and CD#13.23.1), and authorize the City Clerk to file the Notice of Completion with the Kern County Recorder.

CITY MANAGER REPORT

Attached & Oral

CITY OF CALIFORNIA CITY

February 11, 2025

CONTINUED BUSINESS

- CB 1.** STAFF REPORT: **Dr. Justin Vincent-Acting city Manager**
SUBJECT: Camera security system for the Public Works Yard
RECOMMENDATION: Staff are recommending that the City Council select a security solution for the public works yard that is fiscally prudent, in order protect city assets and lower the burden on the general fund. After a thorough review, the system by Digitech would provide adequate camera coverage, provide an audible siren deterrent with flashing red/blue lights, have no annual fees, have direct access and monitoring to CCPD dispatch as well as the Director of Public Works, and will be able to completely paid for by the donated funds from AES. City Council should direct the Acting City Manager to move forward and contract with the selected provider as soon as possible to limit future damage and losses at the public works yard.
- CB 2.** STAFF REPORT: **Mayor Pro Tem Kulikoff-AB1234 REPORT**
SUBJECT: Amendments to the Tiny & Small Home District Ordinance
RECOMMENDATION: The planning commission unanimously recommended that City Council discuss and consider the potential benefits of amending Article 24.5 – Residential Tiny and Small Homes Overlay Zone and adopt a motion recommending that the City Council adopt an ordinance amending Article 24.5 on August 6, 2024. Specifically, the amendment would increase the garage size limitation. It is recommended that the city council find consensus on this subject and direct the City Manager to work with the City Attorney to bring forward an ordinance amendment adjusting the garage size to be considered for adoption at the next regular meeting.
- CB 3.** STAFF REPORT: **Victor Ponto-City Attorney**
SUBJECT: Adoption by First Reading of Ordinance No. 25-3106 Amending Section 2-1.402 (Regular and Special Meetings) of Article 4 (Meetings) of Chapter 1 (City Council) of Title 2 (Administration) of the California City Municipal Code
RECOMMENDATION: Staff recommends that the City Council adopt by first reading, Ordinance No. 25-3106 Amending Section 2-1.402 (Regular and Special Meetings) of Article 4 (Meetings) of Chapter 1 (City Council) of Title 2 (Administration) of the California City Municipal Code

NEW BUSINESS

- NB 1.** STAFF REPORT: **Leannrea Weible- Park Coordinator**
SUBJECT: Partnering with Chamber of Commerce for Tortoise Days
RECOMMENDATION: Staff Recommends approval of Resolution 25-3107 Partnering with the Chamber of Commerce for the Tortoise Day Event
- NB 2.** STAFF REPORT: **Marquette Hawkins- Mayor**
SUBJECT: Certificates of Recognition for Outstanding Community Service
RECOMMENDATION: It is recommended that the city council members vote and find consensus to award certificates of recognition from the mayor and city council to the above-mentioned individuals at the next regularly scheduled city council meeting.

CITY OF CALIFORNIA CITY

February 11, 2025

- NB 3.** STAFF REPORT: **Victor Ponto**
SUBJECT: RESOLUTION DECLARING THE CITY OF CALIFORNIA CITY'S INTENT TO INITIATE PROCEDURES TO TRANSITION FROM AT-LARGE ELECTIONS TO DISTRICT-BASED
RECOMMENDATION: ELECTIONS PURSUANT TO ELECTIONS CODE SECTION 10010; APPROVING A TENTATIVE TIMELINE AND OTHER RELATED ACTIONS; AND AUTHORIZE CITY MANAGER TO EXECUTE A CONTRACT WITH REDISTRICTING PARTNERS IN AN AMOUNT NOT TO EXCEED \$80,000 FOR DISTRICT TRANSITION SERVICES, SUBJECT TO CITY ATTORNEY'S APPROVAL AS TO FORM
- NB 4.** STAFF REPORT: **Mayor Pro Tem Kulikoff- AB1234**
SUBJECT: Making Zoom for viewing only during city council meetings.
RECOMMENDATION: A recommendation is made that the City Council approve a resolution to adjust the Zoom meeting settings for city council meetings to be for viewing purposes only and to only allow for staff and presentations to utilize Zoom for communication as necessary.
- NB 5.** STAFF REPORT: **Dr. Justin Vincent- Public Safety Director**
SUBJECT: Authorization to partner with Cerro Coso Community College to utilize the Police Department weapons range.
RECOMMENDATION: Staff is recommending that the City Council direct the Acting City Manager and Director Public Safety to sign the contract with Cerro Coso Community College for usage of the California City Weapons Range
- NB 6.** STAFF REPORT: **Dr. Justin Vincent- Public Safety Director**
SUBJECT: Council Authorizes Animal Shelter Supervisor to Accept Grant Funds for Awarded Grant
RECOMMENDATIONS The council authorize the police department to accept funds for the awarded grant.

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

AFFIDAVIT OF POSTING

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.

February 8, 2025



DR- OHV

COUNCIL AGENDA ITEM

FEBRUARY 2025

PREPARED BY: Inge Elmes, OHV Manager

SUBJECT: OHV MONTHLY DEPARTMENT REPORT

Events

Staff is preparing for the upcoming President's Holiday weekend. Historically, this holiday brings out a large number of OHV enthusiasts, weather permitting.

Operations

Staff continues to maintain roads and trails, park amenities, and assist OHV visitors at the Borax Bill Park Visitor Center. Special hours for Presidents Holiday weekend are as follows:

- Thursday, 2/13/25: 7am-5pm
- Friday, Sat, and Sun, 2/14/25 – 2/16/25: 7am-10pm
- Monday, 2/17/25: 8am-4pm

Manager Updates

Staff is preparing for the G25 grant cycle.

Finance Report

For the month of January, OHV sales totaled \$10,195.00 . 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.

Jan		MONTHLY OHV PROGRAM SALES					FY 24/25		
SALES	2025 Totals	QTY	CASH	CHECK	CREDIT CARD	PAYPAL	TOTALS	YTD TOTALS	
Single Permits (Prorated)	\$10	0	\$0	\$0	\$0		\$0		
Single Permits	\$15	199	\$570	\$1,305	\$945	\$165	\$2,985	24,600.00	
Small Family (Prorated)	\$40	0	\$0	\$0	\$0		\$0		
Small Family	\$60	33	\$360	\$600	\$780	\$240	\$1,980	31,120.00	
Large Family (Prorated)	\$80	0	\$0	\$0	\$0		\$0		
Large Family	\$100	4	\$0	\$300	\$0	\$100	\$400	8,400.00	
OHV 4 Pack (Prorated)	\$35	0	\$0	\$0	\$0		\$0		
OHV 4 Pack	\$50	40	\$750	\$450	\$700	\$100	\$2,000	13,600	
RV Pass (Prorated)	\$15	0	\$0	\$0	\$0		\$0		
RV Pass	\$30	13	\$120	\$90	\$150	\$30	\$390	6,450.00	
Single Dump Pass	\$5	53	\$235	\$0	\$30		\$265	1050	
Single Water Pass	\$5	10	\$35	\$0	\$15		\$50	720	
Additional Permits (Prorated)	\$5	0	\$0	\$0	\$0		\$0		
Additional Permits	\$10	4	\$10	\$10	\$0	\$20	\$40	1,340.00	
Free	Free	10	\$0	\$0	\$0		\$0		
Residents Permits	Free	2	\$0	\$0	\$0		\$0		
Paypal Fees - \$4	\$4	15	\$0	\$0	\$0	\$60	\$60	\$388	
Holiday Week Day - Power	\$25	0	\$0	\$0	\$0		\$0	150	
Holiday Week Day - Water	\$15	0	\$0	\$0	\$0		\$0	45	
Non-Holiday Weekday-Power	\$15	8	\$75	\$0	\$45		\$120	990.00	
Non-Holiday Weekday-Water	\$10	2	\$0	\$0	\$20		\$20	210.00	
Holiday Weekend - Power	\$40	0	\$0	\$0	\$0		\$0	80	
Holiday Weekend - Water	\$20	0	\$0	\$0	\$0		\$0	40	
Non-Holiday Weekend-Power	\$25	10	\$50	\$0	\$200		\$250	1,200.00	
Non-Holiay Weekend-Water	\$15	4	\$0	\$0	\$60		\$60	300	
Shower Tokens	\$0.50	102	\$41	\$0	\$10		\$51	1,924.00	
Transient Lodging	\$150	0	\$0	\$0	\$0		\$0		
Vendor Fees	\$1	0	\$0	\$0	\$0		\$0	1,460.00	
Special Event Fees	\$5	0	\$0	\$0	\$0		\$0		
Map Sales	\$3	8	\$21	\$0	\$3		\$24	135	
Donations	\$1	3	\$27	\$0	\$0		\$27	675	
Hoodies	\$40	17	\$40	\$0	\$560		\$600	4,905.00	
Short Sleeve Shirts	\$20	16	\$35	\$0	\$216		\$251	944.00	
Long Sleeve Shirts	\$30	1	\$0	\$0	\$30		\$30	435.00	
Caps	\$20	13	\$20	\$0	\$240		\$260	980.00	
Bucket Hats	\$20	0	\$0	\$0	\$0		\$0	70.00	
Visors	\$15	0	\$0	\$0	\$0		\$0	30.00	
Beenies	\$15	12	\$45	\$0	\$130		\$175	665.00	
Tumblers	\$25	3	\$0	\$0	\$55		\$55	185.00	
Magnets	\$5	1	\$0	\$0	\$5		\$5	75.00	
Ornaments	\$10	0	\$0	\$0	\$0		\$0	45.00	
Stickers	\$3	4	\$3	\$0	\$9		\$12	98.00	
Coffee Mugs	\$15	1	\$15	\$0	\$0		\$15	190.00	
Shot Glasses	\$10	3	\$10	\$0	\$15		\$25	180.00	
Wine Glasses	\$15	1	\$0	\$0	\$15		\$15	105.00	
Pint Glasses	\$20	1	\$0	\$0	\$20		\$20	90.00	
Coasters Cork	\$5	0	\$0	\$0	\$0		\$0	50.00	
Coasters Slate	\$10	0	\$0	\$0	\$0		\$0	20.00	
Keychain	\$10	1	\$10	\$0	\$0		\$10	45.00	
Postcards	\$1	0	\$0	\$0	\$0		\$0	19.00	
MONTHLY TOTALS			\$2,472	\$2,755	\$4,253	\$715	\$10,195	\$104,008.00	



DATE: February 11, 2025
TO: Mayor and City Council
FROM: Recreation Coordinator – Leandrea Weible
SUBJECT: Departmental Report for the Month of February

OPERATIONS:

The Parks and Recreation Department is continuing to operate with very limited staff and as such have needed to reduce the gyms hours of operation. As of now, the Strata Center Hours vary, however, have been more consistent with being open [TUESDAY 2-5PM](#), [WEDNESDAY 12-5PM](#) and [SATURDAY 11AM-5PM](#) (Staff will always do their best to make sure the hours are posted to keep the public updated)

CURRENTLY:

[EVERY SUNDAY](#) Holy Scriptures Church Service is held in the Arts and Community Building.

UP COMING EVENTS:

[SATURDAY](#) February 22, 2025, Black History Month Parade and Extravaganza in the Park from 11AM-5PM. This is a free event for the community, and everyone is welcome to come participate in the fun!

[SATURDAY](#) February 22, 2025, Congressman Obernolte's Office has reserved the Arts and Community Building to host a Community Coffee Event from 3PM-5PM. Everyone is welcome to attend!

PROJECT and EVENT UPDATES

1. The Ribbon-Cutting Ceremony for the new Basketball Courts and Playground Equipment at Balsitis Park commenced on January 16, 2025. The Parks and Recreation Department was presented a Certificate of Recognition by Assemblyman Tom Lackey's Office for providing the community a safe place for the children to play.
 - [On Behalf of California City Parks and Recreation Department I want to thank Patricia Davis](#) (the youngest daughter of Mr. and Mrs. Balsitis) [for her attendance and Cutting the Ribbon at the Ceremony!](#)
2. The Skate Park and Splash Pad are moving along as scheduled. As of now, there have been no changes for the date of completion.
3. The Parks and Recreation Department has been collaborating with the Chamber of Commerce to Partner in the upcoming Tortoise Day Event that will be approaching soon! There will be more information on the

event in the near future including information for those who are interested in Volunteering to be part of the Event Crew.

As a reminder

The Parks and Recreation Department is always looking for volunteers! Anyone interested can pick up a Volunteer application at City Hall

If you have a talent or know someone who does and want to teach it to others, please contact the Park Coordinator to arrange a meeting. (760) 373-3530.



COUNCIL AGENDA ITEM

February 11, 2025

PREPARED BY: Nicole Jarmon-Simmons/ Housing Manager

SUBJECT: Desert Jade & Legends Housing

BACKGROUND/ DISCUSSION

Desert Jade

Currently 96 apartments are being filled.

Desert Jade will have an upcoming vacant unit on Feb 15th that will undergo repairs.

The waitlist currently has 66 applicants.

We are currently getting prepared for Inspections which are scheduled to start in the middle of March.

Legends

Currently has 5 apartments and 6 houses filled.

1 apartment is ready to be rented, applications are being viewed

Waitlist is combined with Desert Jade

CITY OF CALIFORNIA CITY PUBLIC WORKS DEPARTMENT ACTIVE PROJECTS LIST

BHT PROJECT #	Task Order Executed /Received	PROJECT NAME / Limits	PROJECT DESCRIPTION	STATUS
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UPDATED: 1/6/2025

FEDERAL / STATE FUNDED PROJECTS

1	19410	8/19/2019	CMAQ Redwood Blvd. Rehab. 5933-(029) - Preliminary Engineering	500-ft East of Hacienda Blvd. to 98th Street	12/02/19: Environmental Completed. 2/01/21: Email & Phone comm with Raquel Pacheco from Kern COG. City applied for 2021 CMAQ Call for projects. Kern COG Recommended Construction funds for funding 2021 CMAQ Call for Projects. 03/07/24 – Const RFA submitted to Caltrans for processing. 04/24/24 - Receive Caltrans Const E-76 and Finance Letter. 04/30/24 – Received PSA from Caltrans - City to accept PSA at 5/14/24 CC meeting. 06/17/24: Spectrum and Frontier to adjust utilities. Bids opened 01/9/25. Low Bidder is Westrock. Proposed Council Acceptance at 2/11/25 CC Meeting.
2	20407	3/18/2021	Mendiburu Rd Reconstruction. 5399-(031)	CMAQ paving of existing dirt road from Hacienda to Neuralia.	City approved program supplement 02/23/2021. Environmental completed. Design In Progress. Invoices sent to Caltrans. Construction plans ready, project specifications in progress, staff report for council approval of bidding phase January 17th 2023. Bids opened March 16, 2023. 6 bids received; apparent low bidder is Granite Concs. Project Underfunded. Requested more CMAQ funds to Kern COG. 4/5/23 TTAC committee recommended additional CMAQ funds. 4/20/23 Kern County Board voted to authorize additional funds \$993,669. 06/13/23 - Council awarded project to Granite Const. Construction COMPLETED. 4/23/24 - City Accepted project, City Clerk to file NOC w County. 08/06/24 – Caltrans conducted post-construction review - all in order. 08/19/24 – Received Bridge ID 50C0419 from Caltrans. 08/28/24 – Received Contractor executed Exh 17-F and 17-O, reviewed and emailed a copy to Peter Mututwa @ Caltrans. -- Caltrans Close-out in progress
3	21420	7/13/2021	HSIP Cycle 10 - Pedestrian improvements	On CCB from Yerba to Neuralia	3/26/21: Caltrans approved project. Caltrans approved PE funds on 08/02/21. Preliminary engineering Completed. 03/16/23 – Received Construction allocation letter from Caltrans. Bid Opening 6/22/23 - awarded to Cen-Cal Construction. Const. Completed. 4/23/24 - City Accepted project, City Clerk to file NOC w County. Caltrans Close-out in progress
4	22408	7/25/2022	CDBG # 13.21.1 Balsitis Park Playground and basketball court	Prepare construction plans and Specs for new construction of playground equipment and basketball court	Council to authorized project advertisement on 6/13/23. Project awarded to ANM Construction. Project completed. Close-out in progress
5	23401	1/4/2023	Hacienda Blvd Rehabilitation 5399-(033)	RSTP On Hacienda Blvd from Manzanita Ave to Redwood Blvd - Prepare construction plans and Specs for new Hacienda Blvd pavements rehabilitation.	Received Caltrans E-76 on 02/08/2023 Authorization to Proceed with Preliminary Engineering. Project will designed together with TDA Art 3 project. 05/03/23 – Received fully executed program supplement agreement – and forwarded to City Staff. - Design Completed. 02/04/24 – Received and filed Const. E-76 from Caltrans. Bid opening July 11, 2024. 08/15/24 – City Council did not approve award of the project. 09/10/24 – Council approved award of project. 09/11/24 – Project completed. Close-out in progress
6	24411	8/2/2024	CMAQ - California City Blvd - Shoulder Paving	On CCB from Baron Blvd to Maverick St. - Request Preliminary Engineering Phase	08/13/24 – Completed PE RFA and emailed to Caltrans for execution. Kern COG emailed EPSP to City and to Caltrans. 08/29/24 – Received PE E-76 and FN from Caltrans. 09/04/24 – Received program supplement from Caltrans at 9/24/24 CC meeting for acceptance. 09/09/24 – Received City executed Task order for PE. - Design/Environmental Phase In Progress
7	25401	1/7/2025	RSTP - California City Blvd Rehab - Hacienda Blvd. to 94th St.	On CCB from Hacienda Blvd. tp 94th Street - Request Preliminary Engineering Phase	01/14/25 – Received City executed PE RFA, processed, and transmitted to Caltrans. - Awaiting Caltrans approval for PE Phase

SB1 FUNDED PROJECTS

1	23406	5/24/2023	SB1- 2023 Call for Projects	Redwood Blvd. - Frontage Rd Rehab - South side from Graham St. to 85th St.	Caltrans reviewed and accepted project on June 28, 2023. Design to begin April 2024. Project awarded to Griffith - Project completed, close out in progress
2	24407	5/7/2024	SB1- 2024 Call for Projects	Kenniston St pavement rehabilitation from CCB to Walpole	SB1 2024 submittal completed uploaded to CalSMART

LOCAL FUNDED PROJECTS

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

January 31, 2025

Deputy City Clerk Weible,

Re: What is the City's Estimated Operating Cash Status by the End Fiscal Year 2024/25?

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 is experiencing an unusual revenue and expense profile so far this fiscal year. Extremely high spending plus a large one-time donation and receipt of overdue grants suggests a big budget year. Existing cash debt exceeds General Fund cash available by **(\$2.9M)**; by end of FY, City Operating Funds are forecast to add another **(\$2.16M)**, or so.

The title of this letter is an important question to be answered by the City Council to the public as soon as possible. General Fund cash now also encompasses Police, Fire, OHV Permits, and Tierra Del Sol. General Fund cash is also used to cover indebtedness of numerous funds including OHV Grants, Airport, and Dial-A-Ride. As of the end of December 2024, there is **\$13.2M** in claimed General Fund cash but **(\$16.1M)** of indebtedness among the aforementioned funds; there is **(\$2.9M)** more in debt than the General Fund can cover.

Drawing upon the revenue, expenses, and consequential cash flow over the previous three years provide insight to City's Operating Funds cash status by the end of June 2025. The table below summarizes revenue and expenses for city operating funds; there are 27 funds of interest. Funds intentionally excluded from analysis are identified in the note.

See Note 1 Below	Jan-June 2022	Jan-June 2023	Jan-June 2024	Average
Revenue	\$8.01M	\$8.28M	\$9.05M	\$8.45M
Expenses	\$8.05M	\$7.8M	\$10.45M	\$8.77M

Note 1. Excludes SDI, RDA, Successor, Water & Sewer Enterprise & CIP, Housing, & Restricted Fund 60. All data in table sourced from the Finance Department's Monthly Financial Statements.

For January - June 2025, there will be no second parcel tax tranche previously at **\$3.5M**, so the expected revenue of City Operating Funds for the second half of this fiscal year will be closer to **\$4.95M (= \$8.45M minus \$3.5M)**. Whether the city staff and council will constrain spending in the second half of this fiscal year is uncertain, probably doubtful. There is still no 2024/25 budget entering the 8th month of the FY. The table below applies actual revenue and expense thru Dec 2024 added to forecast revenue and expenses by the end of June.

See Note 1 Below	As of End of December 2024	Projected Revenue Jan-June 2025	End of 2024/25 Fiscal Year
Revenue	\$17.2M	\$4.95M	\$22.15M
Expenses	\$15.54M	\$8.77M	\$24.31M
			(\$2.16M) by 2nd half of FY

Note 1. Excludes SDI, RDA, Successor, Water & Sewer Enterprise & CIP, Housing, & Restricted Fund 60

Among the 27 City Operating Funds during the second half of the FY, the city is predicted to spend about **\$2.16M** more than it takes in revenue, essentially a negative cash flow. See companion letter dated February 2, 2025.

JM Powers

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

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

January 19, 2025 **(Resubmitted Feb 1, 2025)**

Deputy City Clerk Weible,

Re: City Budgets, Financial Reports, & Annual Audits Should Comply with GASB 38/34

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.

For more than six years, the Finance Dept. has been treating General Fund Interfund Transfers as Short-Term Loans. This contradicts guidance from GASB 38 & 34 and CA State Auditor, which specifies criteria for Short-Term & Long-Term Loans, and Subsidies.

Statement 38 and Statement 34 of the Governmental Accounting Standards Board (**GASB**), applies to Certain Financial Statement Note Disclosures and provides guidance on reporting short-term and long-term loans as **Interfund Transfers** (key term) and **Interfund Subsidies**. Common municipal Interfund Transfers and Subsidies occur when the General Fund (using unrestricted funds) transfers cash to indebted funds to cover recurring expenses.

The CA State Auditor articulates the specific criteria applied for Interfund Transfers and Subsidies in the table below intended to comply with GASB 38 & 34.

Transfer Types	State Auditor Definition and Criteria
Short-Term Loans	Interfund Transfer of cash for up to 90 days after the end of the Fiscal Year and without requirements for loan terms and conditions.
Long-Term Loans	Interfund Transfer of cash beyond 90 days after the end of the Fiscal Year and requires loan terms and conditions such as interest rates and payback schedule. This applies to Funds or Departments that have the ability to repay the loan with future inbound revenue.
Subsidies	Interfund Transfer of cash when the recipient Funds or Departments does not have the ability to repay the amounts received with future revenue.

Cal City has treated all transfer of cash from the General Fund as **Short-Term Loans (i.e., Internal Borrowing)** despite non-compliance with GASB 38/34 and CA State Auditor. Based on the length of time, certain city funds have accumulated years of growing cash debt needing money from the General Fund, the correct categorization of City Interfund Transfers and Subsidies for all City Budgets documents, Financial Reporting, and Annual Audits (ACFR) shown in the table below.

	Short-Term Loan	Long-Term Loan	Subsidy
City Funds	Cops Recovery, AB 109, Prop 64, General Fund CIP, Balsitis Park, Dec 2024 total (\$0.85M)	Dial A Ride, Streets CIP, OHV Grants, Housing Corp. Dec 2024 total (\$6.15M)	Tierra Del Sol, Airport, Police, Fire, Fire CIP Dec 2024 total (\$9.82M)

The city needs to comply with GASB 38/34 and the State Auditor guidance, so does the city's contract auditor. The 2023/24 Annual Audit and the 2024/25 City Budget, awaiting completion & approval, should comply with GASB 38/34 & State Auditor. The public reminded the City Auditor (Jolley) of these requirements during the 2022/23 ACFR presentation to the city.

J. M. Powers

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

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

February 2, 2025

Deputy City Clerk Weible,

Re: City May Be Headed Toward Expenses Exceeding Revenue for Third Year in a Row

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 has yet to produce a 2024/25 budget and this budget year may be the third year in a row ending with expenses exceeding revenue. Major determinants will be 1) how much Restricted Fund 60 cash will be paid out on ARPA projects & purchases, 2) how much operational expenses the Council approves, & 3) if other overdue grants arrive.

A very important observation is apparent over the last 10 fiscal years of city budgets and revealed in Table 1 below. From 2014/15 to 2021/22, the city's actual revenue has exceeded actual expenses by a total of **\$13.55M**; while the recent last two years Net Revenue Over Expenses (NROE) was negative. Data were derived from the city's end of June monthly financial statements; however, the city does not post on its website a final, pre-audit monthly financial statement for each end of year.

Table 1. 11-year Summary of Actual Revenue and Actual Expenses

Fiscal Year	Actual Revenue	Actual Expenses	Revenue Exceeds Expenses
2014/15	\$19,915,906	\$17,642,133	\$2,273,773
2015/16	\$24,105,211	\$23,886,253	\$218,958
2016/17	\$23,040,103	\$22,231,085	\$809,018
2017/18	\$25,548,349	\$23,029,888	\$2,518,461
2018/19	\$25,443,142	\$22,822,524	\$2,620,618
2019/20	\$22,576,169	\$21,237,074	\$1,339,095
2020/21	\$24,431,552	\$21,759,813	\$2,671,739
2021/22	\$23,992,398	\$22,892,700	\$1,099,698
2022/23	\$22,636,386	\$23,008,745	(\$372,377)
2023/24	\$25,635,890	\$29,046,033	(\$3,410,143)
2024/25	TBD, No Budget	TBD, No Budget	Greater than (\$3.5+M)?

Sources: City's June Financial Statements for each Fiscal Year from City Finance Dept.

Per companion letter dated Jan 31, 2025, the City's Operating Fund (27 funds) will likely finish the fiscal year in the red (a negative NROE) of **(\$2.16M)**. Assume that Water & Sewer Funds and Housing Fund break even (revenue equal expenses) for simplicity of analysis. However, spending within **Restricted Fund 60** (containing Clean-Up Grant, ARPA money, and AES Solar donations) could be significant if completed ARPA projects are paid off before the end of this fiscal year. End of FY Restricted Fund 60 spending alone could exceed **\$4.5M**.

2024/25 total expenses could exceed revenue by **(\$3.5+M)** driving the city toward its third year in a row in which NROE is negative. Applying the GASB 38/34 criteria described in companion letter dated Feb 1, 2025, there is up to **(\$9.82M)** that should be subsidies and another **(\$6.15M)** that should be long-term loans.


J.M. Powers

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

RESOLUTION NO. 25-3105

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY,
APPROVING EMERGENCY EXPENDITURES PRIOR TO ADOPTION OF THE
OPERATING BUDGET FOR FISCAL YEAR 2024-2025**

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

WHEREAS, State law requires that the City of California City adopt an annual budget representing a financial plan for conducting the affairs of the City of California City for the fiscal year beginning July 1, 2024, and ending June 30, 2025; and

WHEREAS, the City Council will be reviewing the fiscal year 2023-24, Operating Budget and Capital Improvements schedules subsequent to the February 11, 2025 City Council meeting; and

WHEREAS, on January 23, 2024, the City Council adopted fiscal year 2023- 2024 budget.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of California City hereby approves Emergency spending authority for the City of California City prior to the approval of the City of California City Operating Budget and Capital Improvements for Fiscal Year 2024-25 at the levels set by the City Operating and Capital Improvement Budget for 2023-2024, to allow payment of routine expenses including payroll and vendor expenses at prior year's level. This approval shall be back dated to February 1, 2025 and shall only be through and including March 31, 2025; shall be the same as the Fiscal Year 23/24 Budget, and shall only be for that which is needed for essential functions of the City, to be determined by the Acting City Manager.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of California City, this-11th day of February 2025.

Marquette Hawkins,
Mayor

Check Date	Check #	Payee	Description	Invoice Date	Invoice #	Invoice \$	Check \$	GL Account	GL Account Name
01/29/2025	114769	Frontier	01/19-02/18/25	01/19/2025	081503-5 0119	3,602.18	3,602.18	535310284	Telephone - Land
Total 114769:							3,602.18		
01/29/2025	114770	SoCalGas	12/12/24-01/13/25	01/17/2025	173 738 1691 1	3,393.36	3,393.36	535310282	Gas
Total 114770:							3,393.36		
02/05/2025	114772	Home Depot Credit Servi	Building Supplies	01/16/2025	5024415	306.96	306.96	164253270	Bldg Operation/Mai
02/05/2025	114772	Home Depot Credit Servi	Building Supplies	01/16/2025	5024416	479.52	479.52	294219270	Bldg Operation/Mai
02/05/2025	114772	Home Depot Credit Servi	Building Supplies	01/16/2025	5024417	263.47	263.47	164253270	Bldg Operation/Mai
Total 114772:							1,049.95		
02/05/2025	114773	WM Corporate Services I	01/01-01/31/24 Propane	01/02/2025	0202070-4792-	12.95	12.95	515115285	Propane
Total 114773:							12.95		
02/06/2025	114774	Alexander Enterprises, I	Water Bills 01/01-01/31/25	01/24/2025	4154	4,428.79	4,428.79	515115630	Contracts
Total 114774:							4,428.79		
02/06/2025	114775	Amber Chemical, Inc.	Hypochlorite Solution	12/12/2024	0383741-IN	478.23	478.23	515115480	Chemicals/EMS Med
Total 114775:							478.23		
02/06/2025	114776	American Ramp Compan	Job#23412- Skate Park	12/31/2024	8908	40,000.00	40,000.00	104561750	ARPA Project
Total 114776:							40,000.00		
02/06/2025	114777	ANM Construction & Eng	Job #22408- Balsitis Park	12/18/2024	17223-03	47,500.00	47,500.00	977001753	CDBG - Balsitis Park
Total 114777:							47,500.00		
02/06/2025	114778	AVEK	07/01-12/31/24	02/03/2025	123124	247,802.00	247,802.00	5102120	AVEK Fees Payable
Total 114778:							247,802.00		
02/06/2025	114779	Bearden, Ana	Mileage 01/01-01/31/25	01/31/2025	MILEAGE 01312	111.79	111.79	184212230	Travel/Lodging/Reg
Total 114779:							111.79		
02/06/2025	114780	BHT Engineering, Inc	Job #23412- Splash Pad	02/29/2024	24-062	18,187.50	18,187.50	104561750	ARPA Project

PRE-ISSUE

Check Date	Check #	Payee	Description	Invoice Date	Invoice #	Invoice \$	Check \$	GL Account	GL Account Name
Total 114780:							18,187.50		
02/06/2025	114781	Bound Tree Medical	Medical Supplies	01/31/2025	85645764	357.82	357.82	194222480	Chemicals/EMS Med
Total 114781:							357.82		
02/06/2025	114782	Burke Williams & Sorens	12/01-12/31/24	01/25/2025	335323	4,776.00	4,776.00	104155311	Legal Services
02/06/2025	114782	Burke Williams & Sorens	12/01-12/31/24	01/25/2025	335324	20,729.56	20,729.56	104155311	Legal Services
02/06/2025	114782	Burke Williams & Sorens	12/01-12/31/24	01/25/2025	335325	336.00	336.00	104155311	Legal Services
02/06/2025	114782	Burke Williams & Sorens	12/01-12/31/24	01/25/2025	335326	1,248.00	1,248.00	104155311	Legal Services
02/06/2025	114782	Burke Williams & Sorens	12/01-12/31/24	01/25/2025	335327	3,000.00	3,000.00	104155311	Legal Services
02/06/2025	114782	Burke Williams & Sorens	12/01-12/31/24	01/25/2025	335328	3,960.00	3,960.00	104155311	Legal Services
02/06/2025	114782	Burke Williams & Sorens	12/01-12/31/24	01/25/2025	335329	984.00	984.00	104155311	Legal Services
02/06/2025	114782	Burke Williams & Sorens	12/01-12/31/24	01/25/2025	335330	11,794.47	11,794.47	104155311	Legal Services
02/06/2025	114782	Burke Williams & Sorens	12/01-12/31/24	01/25/2025	335331	7,599.00	7,599.00	104155311	Legal Services
02/06/2025	114782	Burke Williams & Sorens	12/01-12/31/24	01/25/2025	335332	9,570.00	9,570.00	104155311	Legal Services
02/06/2025	114782	Burke Williams & Sorens	12/01-12/31/24	01/25/2025	335333	3,260.83	3,260.83	104155311	Legal Services
02/06/2025	114782	Burke Williams & Sorens	12/01-12/31/24	01/25/2025	335334	792.00	792.00	104155311	Legal Services
02/06/2025	114782	Burke Williams & Sorens	12/01-12/31/24	01/25/2025	335335	3,720.00	3,720.00	104155311	Legal Services
02/06/2025	114782	Burke Williams & Sorens	12/01-12/31/24	01/25/2025	335336	711.00	711.00	104170315	Engineering
02/06/2025	114782	Burke Williams & Sorens	12/01-12/31/24	01/25/2025	335337	209.85	209.85	104155311	Legal Services
02/06/2025	114782	Burke Williams & Sorens	12/01-12/31/24	01/25/2025	335338	224.08	224.08	104155311	Legal Services
02/06/2025	114782	Burke Williams & Sorens	12/01-12/31/24	01/25/2025	335339	48.00	48.00	104155311	Legal Services
02/06/2025	114782	Burke Williams & Sorens	12/01-12/31/24	01/25/2025	335340	2,376.00	2,376.00	104155311	Legal Services
Total 114782:							75,338.79		
02/06/2025	114783	Ace City Hardware	10/01-10/31/24	10/31/2024	30000 103124	92.13	92.13	105117270	Bldg Operation/Mai
02/06/2025	114783	Ace City Hardware	10/01-10/31/24	10/31/2024	30001 103124	105.60	105.60	515115257	Hand Tools
02/06/2025	114783	Ace City Hardware	11/01-11/30/24	11/30/2024	30001 113024	214.66	214.66	515115450	Special Depart Supp
02/06/2025	114783	Ace City Hardware	10/01-10/31/24	10/31/2024	30002 103124	650.43	650.43	274411451	Armory/Safety Equi
02/06/2025	114783	Ace City Hardware	11/01-11/30/24	11/30/2024	30002 113024	286.88	286.88	274411241	Office Supplies
02/06/2025	114783	Ace City Hardware	11/01-11/30/24	11/30/2024	30004 113024	67.54	67.54	104441450	Special Depart Supp
02/06/2025	114783	Ace City Hardware	10/01-10/31/24	10/31/2024	30007 103124	198.58	198.58	535310270	Bldg Operation/Mai
Total 114783:							1,615.82		
02/06/2025	114784	Cal City TV & Appliances	48 Gallon Propane	01/22/2025	646	170.00	170.00	274411285	Propane
Total 114784:							170.00		
02/06/2025	114785	California Building Stand	07/01-12/31/24	02/03/2025	123124	4,969.80	4,969.80	1002082	Special Revolving St

Check Date	Check #	Payee	Description	Invoice Date	Invoice #	Invoice \$	Check \$	GL Account	GL Account Name
Total 114785:							4,969.80		
02/06/2025	114786	Capitol Advocacy Partne	01/01-01/31/25 Grant Services	02/03/2025	2025CAP037	.00	.00	104155310	Professional Service
Total 114786:							.00		
02/06/2025	114787	Cooper, Kenny	01/23/25 Mileage	01/23/2025	MILEAGE JAN20	171.00	171.00	104141230	Travel/Lodging/Reg
Total 114787:							171.00		
02/06/2025	114788	Copware, Inc	04/01/25-03/31/26	02/01/2025	87077	705.00	705.00	184212210	Subscr/Books/Dues
Total 114788:							705.00		
02/06/2025	114789	Cutting Edge Supply	Unit 480 Grader	01/23/2025	060276	899.61	899.61	274411256	Equipment Operatio
02/06/2025	114789	Cutting Edge Supply	Unit 480 Repairs	01/24/2025	060434	109.72	109.72	274411256	Equipment Operatio
Total 114789:							1,009.33		
02/06/2025	114790	Daniels Deep Tine LLC	Fertilize Greens	01/28/2025	12825	990.00	990.00	404566630	Contracts
Total 114790:							990.00		
02/06/2025	114791	Department of Justice	12/01-12/31/24 Fingerprint App	01/06/2025	787762	49.00	49.00	184213620	Livescan Fees
Total 114791:							49.00		
02/06/2025	114792	Carlos Figueroa	Construction Trash Deposit Refun	01/21/2025	203-381-11	500.00	500.00	1002088	Constr Site Trash De
Total 114792:							500.00		
02/06/2025	114793	Innovative Real Estate In	Construction Trash Deposit Refun	01/21/2025	203-322-02	500.00	500.00	1002088	Constr Site Trash De
02/06/2025	114793	Innovative Real Estate In	Construction Trash Deposit Refun	01/21/2025	210-322-05	500.00	500.00	1002088	Constr Site Trash De
02/06/2025	114793	Innovative Real Estate In	Construction Trash Deposit Refun	01/21/2025	212-271-13	500.00	500.00	1002088	Constr Site Trash De
02/06/2025	114793	Innovative Real Estate In	Construction Trash Deposit Refun	01/21/2025	213-162-14	500.00	500.00	1002088	Constr Site Trash De
Total 114793:							2,000.00		
02/06/2025	114794	ANS Builders	Construction Trash Deposit Refun	01/30/2025	203-231-07	500.00	500.00	1002088	Constr Site Trash De
02/06/2025	114794	ANS Builders	Construction Trash Deposit Refun	01/21/2025	211-203-2	500.00	500.00	1002088	Constr Site Trash De

VOID

Check Date	Check #	Payee	Description	Invoice Date	Invoice #	Invoice \$	Check \$	GL Account	GL Account Name
Total 114794:							1,000.00		
02/06/2025	114795	Steve Collins Constructio	Construction Trash Deposit Refun	01/21/2025	205-123-07	500.00	500.00	1002088	Constr Site Trash De
02/06/2025	114795	Steve Collins Constructio	Construction Trash Deposit Refun	01/21/2025	205-123-09	500.00	500.00	1002088	Constr Site Trash De
Total 114795:							1,000.00		
02/06/2025	114796	Amiable Construction In	Construction Trash Deposit Refun	01/21/2025	210-350-17	500.00	500.00	1002088	Constr Site Trash De
Total 114796:							500.00		
02/06/2025	114797	Rogelio Avina	Construction Trash Deposit Refun	01/21/2025	213-482-29	500.00	500.00	1002088	Constr Site Trash De
Total 114797:							500.00		
02/06/2025	114798	FG Roofing Inc	Construction Trash Deposit Refun	01/21/2025	204-092-04	500.00	500.00	1002088	Constr Site Trash De
Total 114798:							500.00		
02/06/2025	114799	Roberto Funes	Construction Trash Deposit Refun	01/21/2025	212-240-24	500.00	500.00	1002088	Constr Site Trash De
Total 114799:							500.00		
02/06/2025	114800	Nuwave International In	Construction Trash Deposit Refun	01/21/2025	235-031-13	2,461.50	2,461.50	103221	Building Permits
Total 114800:							2,461.50		
02/06/2025	114801	Dept Of Conservation	07/01-12/31/24	02/03/2025	123124	23,978.76	23,978.76	1002080	SMT Payable
Total 114801:							23,978.76		
02/06/2025	114802	Diamond Ford	Unit 885- Maintenance	01/23/2025	669067	2,564.31	2,564.31	164253254	Veh Operation/Main
Total 114802:							2,564.31		
02/06/2025	114803	DigiTech Inc.	Borax Bill Park Cameras- 50% Due	01/15/2025	19164	2,143.70	2,143.70	294219740	Purchase of Equipm
Total 114803:							2,143.70		
02/06/2025	114804	Division of State Archite	07/01-12/31/24	02/03/2024	123124	285.60	285.60	1002081	DSA Fees Payable

Check Date	Check #	Payee	Description	Invoice Date	Invoice #	Invoice \$	Check \$	GL Account	GL Account Name
Total 114804:							285.60		
02/06/2025	114805	FedEx	WWTP Sample Mailing	01/17/2025	8-742-91361	105.95	105.95	525213245	Postage and Shippin
02/06/2025	114805	FedEx	WWTP Sample Mailing	01/24/2025	8-750-07462	96.45	96.45	525213245	Postage and Shippin
02/06/2025	114805	FedEx	Late Fee	01/24/2025	9-689-36346	10.16	10.16	184212245	Postage and Shippin
Total 114805:							212.56		
02/06/2025	114806	Fire-Dex GW	PPE Cleaning and Repair	01/27/2025	4-1758	2,045.73	2,045.73	194222451	Armory/Safety Equi
02/06/2025	114806	Fire-Dex GW	PPE Cleaning and Repair	01/28/2025	4-1762	2,738.25	2,738.25	194222451	Armory/Safety Equi
Total 114806:							4,783.98		
02/06/2025	114807	G2Solutions, Inc	01/01-01/31/25 DOJ Transaction	02/01/2025	DOJINV-002179	9.75	9.75	184212310	Professional Service
Total 114807:							9.75		
02/06/2025	114808	Granite Construction Co	Cold Mix Asphalt	01/21/2025	2879681	10,714.62	10,714.62	274411450	Special Depart Supp
Total 114808:							10,714.62		
02/06/2025	114809	Griffith, Kyle	12/31/24-02/28/27 EMT Certific	12/17/2024	00003971	152.00	152.00	194222210	Subscr/Books/Dues
Total 114809:							152.00		
02/06/2025	114810	H&S Mobile Fire Equipm	Unit 535- Service	01/24/2025	9802	136.12	136.12	194222254	Veh Operation/Main
Total 114810:							136.12		
02/06/2025	114811	Hightower, Kristy	Fire Marshal 1A Training Reimb	01/27/2025	012725	540.95	540.95	394224230	Travel/Lodging/Reg
02/06/2025	114811	Hightower, Kristy	Fire Marshal 1B Advance	01/28/2025	012825	455.00	455.00	394224230	Travel/Lodging/Reg
Total 114811:							995.95		
02/06/2025	114812	Karls Hardware-Mojave	Maintenance Supplies	01/17/2025	5207	93.60	93.60	164253270	Bldg Operation/Mai
Total 114812:							93.60		
02/06/2025	114813	Kern ITS	CJIS 01/01-03/31/25	01/16/2025	1160-08374	1,575.00	1,575.00	184213610	Licenses & Permits
Total 114813:							1,575.00		

Check Date	Check #	Payee	Description	Invoice Date	Invoice #	Invoice \$	Check \$	GL Account	GL Account Name
02/06/2025	114814	Kern County Fire Dept	10/01-12/31/24	01/17/2025	25-000263	23,239.74	23,239.74	194222310	Professional Service
Total 114814:							23,239.74		
02/06/2025	114815	Linde Gas & Equipment I	Medical Oxygen	01/22/2025	47557625	145.82	145.82	194222480	Chemicals/EMS Med
Total 114815:							145.82		
02/06/2025	114816	Mission Uniform Service	01/09/25 PD Linen Service	01/09/2025	523094637	78.14	78.14	184212270	Bldg Operation/Mai
02/06/2025	114816	Mission Uniform Service	01/16/25 PD Linen Service	01/16/2025	523138376	105.07	105.07	184212270	Bldg Operation/Mai
02/06/2025	114816	Mission Uniform Service	01/23/25 Linen Service	01/23/2025	523181723	70.58	70.58	184212270	Bldg Operation/Mai
02/06/2025	114816	Mission Uniform Service	01/30/25- Linen Service	01/30/2025	523223996	105.07	105.07	184212270	Bldg Operation/Mai
Total 114816:							358.86		
02/06/2025	114817	Mojave Unified School Di	07/01-12/31/24	02/03/2025	123124	166,888.50	166,888.50	1002125	School Impact Fees
Total 114817:							166,888.50		
02/06/2025	114818	ODP Business Solutions	Office Supplies	01/21/2025	405903067001	71.49	71.49	515115241	Office Supplies
02/06/2025	114818	ODP Business Solutions	Office Supplies	01/21/2025	405907680001	77.93	77.93	515115241	Office Supplies
02/06/2025	114818	ODP Business Solutions	Office Supplies	01/15/2025	407761350001	168.90	168.90	184212241	Office Supplies
Total 114818:							318.32		
02/06/2025	114819	Pace Analytical Services	Lab Sampling	01/20/2025	2527B510274	275.00	275.00	525213314	Lab Sampling
02/06/2025	114819	Pace Analytical Services	Lab Sampling	01/23/2025	2527B510286	635.00	635.00	525213314	Lab Sampling
02/06/2025	114819	Pace Analytical Services	Lab Sampling	01/21/2025	2527B510462	275.00	275.00	525213314	Lab Sampling
02/06/2025	114819	Pace Analytical Services	Lab Sampling	01/27/2025	2527B510576	275.00	275.00	525213314	Lab Sampling
02/06/2025	114819	Pace Analytical Services	Lab Sampling	01/27/2025	2527B510626	275.00	275.00	525213314	Lab Sampling
02/06/2025	114819	Pace Analytical Services	Lab Sampling	01/28/2025	2527B510744	275.00	275.00	525213314	Lab Sampling
02/06/2025	114819	Pace Analytical Services	Lab Sampling	01/28/2025	2527B510886	275.00	275.00	525213314	Lab Sampling
Total 114819:							2,285.00		
02/06/2025	114820	Price Paige & Company C	12/01-12/31/24	12/31/2024	34927	8,493.00	8,493.00	104141310	Professional Service
Total 114820:							8,493.00		
02/06/2025	114821	Pride Manufacturing Co	TDS Pencils	12/11/2024	ARFL481200	172.21	172.21	404566241	Office Supplies
Total 114821:							172.21		

Check Date	Check #	Payee	Description	Invoice Date	Invoice #	Invoice \$	Check \$	GL Account	GL Account Name
02/06/2025	114822	R & R Products, Inc	Lapping Compound	01/30/2025	CD2988045	203.68	203.68	404566256	Equipment Operatio
Total 114822:							203.68		
02/06/2025	114823	Renewell Fleet Services	Unit 535- Space, Upper Cab Latch	07/05/2024	2473	338.95	338.95	194222254	Veh Operation/Main
02/06/2025	114823	Renewell Fleet Services	Unit 535- Amdor& LED Light	07/12/2024	2547	352.68	352.68	194222254	Veh Operation/Main
Total 114823:							691.63		
02/06/2025	114824	S.C. Friends Tire Inc.	Unit 3010- Replace TPMS Valve	01/20/2025	48880	68.09	68.09	184212254	Veh Operation/Main
02/06/2025	114824	S.C. Friends Tire Inc.	Unit 3006- Flat Repair	01/23/2025	48887	15.00	15.00	184212254	Veh Operation/Main
02/06/2025	114824	S.C. Friends Tire Inc.	Unit 3009- Flat Repair	01/29/2025	48914	15.00	15.00	184212254	Veh Operation/Main
Total 114824:							98.09		
02/06/2025	114825	Sparkletts	01/01-01/31/25	02/01/2025	18305151 0201	130.81	130.81	184217241	Office Supplies
02/06/2025	114825	Sparkletts	01/01-01/31/25	01/24/2025	20875205 0124	144.37	144.37	515115241	Office Supplies
02/06/2025	114825	Sparkletts	01/01-01/31/25	01/17/2025	4687417 01172	35.80	35.80	525213241	Office Supplies
Total 114825:							310.98		
02/06/2025	114826	Tyack Tires, Inc	Unit 435-Tires	01/16/2025	239028	2,046.00	2,046.00	274411256	Equipment Operatio
Total 114826:							2,046.00		
02/06/2025	114827	US Bank Equipment Fina	01/13-02/13/25 Copiers	01/20/2025	547183053	707.43	707.43	515115242	Office Equip Lease E
Total 114827:							707.43		
02/06/2025	114828	Valley Power Systems	Unit 535- Maintenance	01/22/2025	B46886	124.82	124.82	194222254	Veh Operation/Main
Total 114828:							124.82		
02/06/2025	114829	Vincent, Justin	Duty Weapon Reimbursement	01/23/2025	GLOCK 012325	590.00	590.00	184212451	Armory/Safety Equi
Total 114829:							590.00		
02/06/2025	114830	Zalco Laboratories Inc	Water Testing	01/21/2025	2501295	35.00	35.00	515115314	Lab Sampling
02/06/2025	114830	Zalco Laboratories Inc	Water Testing	01/21/2025	2501296	140.00	140.00	515115314	Lab Sampling
Total 114830:							175.00		
02/06/2025	114831	Guardian Gear	15 Ballistic Helmets & Face Shield	12/17/2024	1772	7,631.63	7,631.63	606000752	Community Benefit

Check Date	Check #	Payee	Description	Invoice Date	Invoice #	Invoice \$	Check \$	GL Account	GL Account Name
Total 114831:							7,631.63		
02/06/2025	114832	Capitol Advocacy Partne	01/01-01/31/25 Grant Services	02/03/2025	2024CAP037 C	4,202.50	4,202.50	104155310	Professional Service
02/06/2025	114832	Capitol Advocacy Partne	11/01-11/30/24 Firefighter Grant	12/02/2024	2024CAP273 B	4,500.00-	4,500.00-	104155310	Professional Service
02/06/2025	114832	Capitol Advocacy Partne	12/01-12/31/24 Grant Services	01/07/2025	2025CAP013	4,202.50	4,202.50	104155310	Professional Service
Total 114832:							3,905.00		
01/29/2025	202400659	Staples Advantage	Office Supplies	01/25/2025	7003832810	104.32	104.32	104155241	Office Supplies
Total 202400659:							104.32		
02/06/2025	202400660	Amazon Capital Services	Building Supplies	01/14/2025	14KQ-YWFX-XLT	141.43	141.43	545410270	Bldg Operation/Mai
02/06/2025	202400660	Amazon Capital Services	Building Supplies	01/13/2025	1F4J-3NMV-GV9	48.06	48.06	545410270	Bldg Operation/Mai
Total 202400660:							189.49		
02/06/2025	202400661	Angulo, Leobardo	03/17-03/21/25 Per Diem	01/30/2025	TRAVEL A 0321	387.00	387.00	394224230	Travel/Lodging/Reg
Total 202400661:							387.00		
02/06/2025	202400662	Classic Lock & Keys	Extract & Clean Cylinder	12/09/2024	120924	95.00	95.00	104561270	Bldg Operation/Mai
Total 202400662:							95.00		
02/06/2025	202400663	Diamond Finish Mobile	02/01/25- 12 Units	02/01/2025	000158	180.00	180.00	184212254	Veh Operation/Main
Total 202400663:							180.00		
02/06/2025	202400664	Digital Ally Inc	02/01/25-01/31/26	02/01/2025	1116079-5	11,997.60	11,997.60	184212451	Armory/Safety Equi
Total 202400664:							11,997.60		
02/06/2025	202400665	Famcon Pipe & Supply In	Inventory	01/27/2025	S100138973.00	1,111.73	1,111.73	515115269	Inventory
02/06/2025	202400665	Famcon Pipe & Supply In	Inventory	01/27/2025	S100138982.00	1,547.98	1,547.98	515115269	Inventory
02/06/2025	202400665	Famcon Pipe & Supply In	Inventory	01/16/2025	S100144435.00	4,161.13	4,161.13	515115269	Inventory
02/06/2025	202400665	Famcon Pipe & Supply In	Inventory	01/20/2025	S100144435.00	4,403.61	4,403.61	515115269	Inventory
02/06/2025	202400665	Famcon Pipe & Supply In	Inventory	01/21/2025	S100144435.00	1,600.75	1,600.75	515115269	Inventory
02/06/2025	202400665	Famcon Pipe & Supply In	Inventory	01/27/2025	S100145543.00	11,452.85	11,452.85	515115269	Inventory
02/06/2025	202400665	Famcon Pipe & Supply In	Inventory	01/17/2025	S100146279.00	3,485.63	3,485.63	515115269	Inventory
02/06/2025	202400665	Famcon Pipe & Supply In	Inventory	01/28/2025	S100147013.00	2,029.69	2,029.69	515115269	Inventory

Check Date	Check #	Payee	Description	Invoice Date	Invoice #	Invoice \$	Check \$	GL Account	GL Account Name
Total 202400665:							29,793.37		
02/06/2025	202400666	Guerrero, Ryun	Mileage 01/16/25	01/21/2025	MILEAGE 01312	100.45	100.45	184212230	Travel/Lodging/Reg
Total 202400666:							100.45		
02/06/2025	202400667	Middleton, Keith	01/01-01/31/25	01/31/2025	MILEAGE JAN 2	31.88	31.88	104143230	Travel/Lodging/Reg
Total 202400667:							31.88		
02/06/2025	202400668	PNC Equipment Finance,	03/01-03/31/25	01/30/2025	2177481	2,836.55	2,836.55	404566240	Equipment Rental
Total 202400668:							2,836.55		
02/06/2025	202400669	RSI Petroleum	09/27/24 Fuel	09/27/2024	0405945	1,221.29	1,221.29	404566255	RSI Fuel
02/06/2025	202400669	RSI Petroleum	08/01-08/15/24	08/15/2024	1085348	32.19	32.19	104561255	RSI Fuel
02/06/2025	202400669	RSI Petroleum	09/01-09/30/24	09/20/2024	1086148	1,180.47	1,180.47	184217255	RSI Fuel
02/06/2025	202400669	RSI Petroleum	09/15-09/30/24	09/20/2024	1086190	57.28	57.28	404566255	RSI Fuel
02/06/2025	202400669	RSI Petroleum	11/15-11/30/24	11/30/2024	1086943	77.24	77.24	404566255	RSI Fuel
02/06/2025	202400669	RSI Petroleum	12/01-12/15/24	12/15/2024	1087016	69.43	69.43	404566255	RSI Fuel
02/06/2025	202400669	RSI Petroleum	12/16-12/31/24	12/31/2024	1087092	72.77	72.77	404566255	RSI Fuel
02/06/2025	202400669	RSI Petroleum	01/01-01/15/25	01/15/2025	1087117	1,629.67	1,629.67	184217255	RSI Fuel
02/06/2025	202400669	RSI Petroleum	01/01-01/15/25	01/15/2025	1087130	487.07	487.07	164253255	RSI Fuel
02/06/2025	202400669	RSI Petroleum	01/01-01/15/25	01/15/2025	1087134	190.04	190.04	404566255	RSI Fuel
02/06/2025	202400669	RSI Petroleum	01/01-01/15/25	01/15/2025	1087173	132.41	132.41	194216255	RSI Fuel
Total 202400669:							5,149.86		
02/06/2025	202400670	Stroh MD, John Jay	01/15-02/15/25	01/22/2025	012225	2,000.00	2,000.00	184212630	Contracts
Total 202400670:							2,000.00		
Grand Totals:							779,801.99		

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

Dated: 2/6/25

Finance Department 

Report Criteria:

Report type: Invoice detail

Vendor.Vendor Number = {<>} 1039

Bank.Bank Number = 1

Check Date	Check #	Payee	Description	Invoice Date	Invoice #	Invoice \$	Check \$	GL Account	GL Account Name
01/29/2025	9538	Charter Communication	01/01-01/31/25	01/01/2025	000502201012	5,571.82	5,571.82	744632286	Communications Maint
Total 9538:							5,571.82		
01/29/2025	9539	SoCalGas	12/12/24-01/13/25	01/15/2025	009 183 4046 4	11.34	11.34	744632282	Gas
01/29/2025	9539	SoCalGas	12/12/24-01/13/25	01/15/2025	023 813 9668 4	70.60	70.60	744632282	Gas
01/29/2025	9539	SoCalGas	12/12/24-01/13/25	01/15/2025	034 313 9600 5	277.82	277.82	744632282	Gas
01/29/2025	9539	SoCalGas	12/12/24-01/13/25	01/15/2025	059 513 9604 2	17.41	17.41	744632282	Gas
01/29/2025	9539	SoCalGas	12/12/24-01/13/25	01/15/2025	074 456 0503 8	152.89	152.89	744632282	Gas
01/29/2025	9539	SoCalGas	12/12/24-01/13/25	01/15/2025	082 734 2313 0	59.97	59.97	744632282	Gas
01/29/2025	9539	SoCalGas	12/12/24-01/13/25	01/15/2025	185 681 6696 3	51.99	51.99	744632282	Gas
Total 9539:							642.02		
01/29/2025	9540	Southern California Edis	12/02-01/01/25	01/02/2025	700074866260	522.81	522.81	744632281	Electricity
01/29/2025	9540	Southern California Edis	12/02-01/01/25	01/02/2025	700355482513	46.40	46.40	744632281	Electricity
01/29/2025	9540	Southern California Edis	12/02-01/01/25	01/02/2025	700410808380	12.16	12.16	744632281	Electricity
01/29/2025	9540	Southern California Edis	12/02-01/01/25	01/02/2025	700524713056	24.48	24.48	744632281	Electricity
01/29/2025	9540	Southern California Edis	12/02-01/01/25	01/02/2025	700631250479	33.64	33.64	744632281	Electricity
Total 9540:							639.49		
01/29/2025	9541	US Bank Corporate Paym	Apt # 66-Towel Bars	12/26/2024	DJ 2953	3,396.31	3,396.31	744632270	Bldg Operation/Maint
Total 9541:							3,396.31		
02/05/2025	9542	WM Corporate Services I	01/01-01/31/25	02/01/2025	3948496-4808-	1,682.42	1,682.42	744632630	Contracts
Total 9542:							1,682.42		
02/06/2025	9543	Ace City Hardware	12/01-12/31/24	12/31/2024	30009 123124	245.60	245.60	744632270	Bldg Operation/Maint
Total 9543:							245.60		
02/06/2025	9544	Chiavarolli, John	01/01-01/31/25 Janitorial Servic	01/31/2025	013125	200.00	200.00	744632310	Professional Services
Total 9544:							200.00		
02/06/2025	9545	Garcia, Mario	01/01-01/31/25	01/31/2025	013125	400.00	400.00	744632310	Professional Services
Total 9545:							400.00		
02/06/2025	9546	Karls Hardware-Mojave	Maintenance Supplies	10/04/2024	3322	71.77	71.77	744632270	Bldg Operation/Maint

PRE-ISSUE

Check Date	Check #	Payee	Description	Invoice Date	Invoice #	Invoice \$	Check \$	GL Account	GL Account Name
02/06/2025	9546	Karls Hardware-Mojave	Maintenance Supplies	10/04/2024	3333	17.30	17.30	744632270	Bldg Operation/Maint
02/06/2025	9546	Karls Hardware-Mojave	Maintenance Supplies	12/17/2024	4717	10.81	10.81	744632270	Bldg Operation/Maint
02/06/2025	9546	Karls Hardware-Mojave	Supply Return	02/21/2024	P00015 123124	87.64-	87.64-	744632270	Bldg Operation/Maint
Total 9546:							12.24		
02/06/2025	9547	Miranda, Luciano	01/01-01/31/25 Maintenance	01/03/2025	010325	2,750.00	2,750.00	744632310	Professional Services
Total 9547:							2,750.00		
02/06/2025	9548	Sparkletts	01/01-01/31/25	01/10/2025	23573672 0110	64.94	64.94	744632241	Office Supplies
Total 9548:							64.94		
02/06/2025	148000264	Adams, James	01/01-01/31/25 Maintenance	02/03/2025	013125	1,739.00	1,739.00	744632310	Professional Services
02/06/2025	148000264	Adams, James	01/01-01/31/25 On Call Manager	01/31/2025	013125 B	400.00	400.00	744632310	Professional Services
Total 148000264:							2,139.00		
02/06/2025	148000265	Andrasevits, Barbara A	12/30/24 Cleaning Apt#26	12/30/2024	123024	275.00	275.00	744632730	Improvements
Total 148000265:							275.00		
02/06/2025	148000266	Highway Glass Inc	Rehab 21451 Sutherland Ct- Patio	10/08/2024	1229	590.00	590.00	744632730	Improvements
Total 148000266:							590.00		
02/06/2025	148000267	Racer Rob's Plumbing	#4, Replace Water Heater	01/28/2025	6837	1,725.00	1,725.00	744632270	Bldg Operation/Maint
02/06/2025	148000267	Racer Rob's Plumbing	#14, Replace Water Heater	01/29/2025	6839	1,725.00	1,725.00	744632270	Bldg Operation/Maint
Total 148000267:							3,450.00		
02/06/2025	148000268	RSI Petroleum	12/16-12/31/24	12/31/2024	1087069	77.40	77.40	744632255	RSI Fuel
Total 148000268:							77.40		
Grand Totals:							22,136.24		

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

Dated: 2/6/25

Finance Department 

Report Criteria:

Report type: Invoice detail
Bank.Bank Number = 148



COUNCIL AGENDA ITEM

February 11, 2025

TO: Mayor and City Council

FROM: Joe D. Barragan, Public Works Director

SUBJECT: NOTICE OF COMPLETION - HACIENDA BLVD. Rehabilitation from Manzanita Ave. to Redwood Blvd. – STPL – 5399-(033) project

BACKGROUND/ DISCUSSION:

This is a Notice of Completion for the work under contract agreement with Westrock General Engineering for the Hacienda Blvd. Rehabilitation from Manzanita Ave. to Redwood Blvd. – STPL 5399-(033) project. The work included: complete reconstruction of the paved roadway and installed curb & gutters, sidewalks, curb ramps, signs, striping, and pavement markings.

The City Council awarded the project to Westrock General Engineering in the amount of \$480,000. The final project construction cost with quantity adjustments is \$487,368.64. There were no change orders in this project.

The Engineering Department has inspected the work and confirmed to Public Works that the work is in conformance with the plans and specifications as of December 06, 2024.

FISCAL IMPACT:

Funding:	Federal Match - (74.32%):	\$ 362,216.00
	Local Match – (25.68%):	\$ 125,152.64

The local match will come from FY2025/2026 Local Streets and Roads Program SB1

RECOMMENDATION:

Motion to accept the completed work by Westrock General Engineering for the Hacienda Blvd. Rehabilitation from Manzanita Ave. to Redwood Blvd. – STPL 5399-(033) project and authorize the City Clerk to file the Notice of Completion with the Kern County Recorder. Staff further recommends the release of the 5% retention to the Contractor after 30 days pending claims or liens filed during this period.

ENVIRONMENTAL IMPACT:

This project meets Categorical Exemption requirements as outlined in Existing Facilities, - CEQA Section 15301 Class 1,c. The California Department of Transportation (Caltrans) has cleared the project under NEPA with a Categorical Exclusion under 23 CFR 771.117(c): activity (c)(26)

ATTACHMENTS:

- A- Notice of Acceptance
- B- Notice of Completion

City Manager Approval (Initial): _____	
City Attorney Approval (Initial): _____	
Finance Manager Approval (Initial): _____	

<i>(Select Category)</i>	
Departmental Reports (DR)	_____
Consent Calendar (CC)	___X___
City Manager Report (CMR)	_____
Continued Business (CB)	_____
New Business (NB)	_____



CITY HALL

21000 Hacienda Blvd.
California City, CA 93505

760-373-8661

www.californiacity-ca.gov

NOTICE OF ACCEPTANCE

NOTICE IS HEREBY GIVEN that the Public Works Director, City of California City, State of California, by and through the powers vested in his office by the Members of the City Council has reviewed and accepted as complete the work performed under contract by the Contractor.

The information pertinent to this Notice is as follows:

1. Owner: City of California City
2. Contractor: Westrock General Engineering
3. Engineer of Record: Juan M. Pantoja, P.E.
4. Surety of Faithful Performance and Labor and Material Bond: Developers Surety and Indemnity Company
5. Contract For: HACIENDA BLVD. REHABILITATION from Manzanita Ave. to Redwood Blvd. STPL – 5399-(033)
6. Date of Contract: September 10, 2024
7. Date of Completion: December 06, 2024.

I, Joe D. Barragan, hereby declare under penalty of perjury that the foregoing is true and the provisions of the contract have been met and are accepted on January 23, 2025.

Joe D. Barragan, MBA, CBO
Public Works Director

Memorandum

Transmitted by email on 01/28/25.
jbarragan@californiacity-ca.gov

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

FROM: Juan M. Pantoja
Project Manager / Engineer

DATE: January 28, 2025

SUBJECT: REDWOOD BLVD. IMPROVEMENTS – 560-ft East of Hacienda Blvd. to 98th St. – CML – 5399-(029)

- A. The City of California City received a total of Seven (7) bids for the subject project. Bids were opened on January 09, 2025, at 2:00 pm, by the City Clerk. Bids ranged from a low of \$816,816.00 to a high of \$1,474,216.00 (Base Bid Amount) and from a low of \$124,202.00 to a high of \$350,688.00 (Bid Option 1). The average base bid \$1,086,317.07. The following bids were received:

Bidder	Base Bid	Bid Option 1
Westrock General Engineering	\$816,816.00	\$131,508.00
RC Becker	\$983,408.03	\$124,202.00
Griffith Company	\$992,735.00	\$175,344.00
Burtch Construction	\$1,079,514.46	\$269,153.04
Bowman Asphalt	\$1,115,994.00	\$175,344.00
Nagle Earthworks	\$1,141,536.00	\$146,120.00
Granite Construction	\$1,474,216.00	\$350,688.00

[Westrock General Engineering](#) submitted the low Base Bid of \$816,816.00, which was about 2.8% higher than the engineer's estimate of \$794,620.00. The highest bid of \$1,474,216.00 was about 85.5% higher than the engineer's estimate.

Staff identified a minor irregularity in 4th lowest base bid total, this error resulted in an increase of \$0.80 in the base bid total; from \$1,079,513.66 to \$1,079,514.46.”]

- B. BHT Engineering, Inc. proceeded to review lowest bidder [Westrock General Engineering](#) and verified the bidder's proposal as follows:
1. The low bidder submitted the proposal on the required forms and provided all requested information.
 2. The low bidder computed the total amount bid and extended amounts correctly.
 3. BHT Staff verified with the State Contractor's License Board (<http://www.cslb.ca.gov/>) and the California Department of Industrial Relations (<https://services.dir.ca.gov/gsp>) that the low bidder and all subcontractors hold current and active State Contractor's Licenses and are registered with the DIR, as follows:

Contractor Name	License No. & Class	License Expiration Date	DIR Regis. No.
Westrock LLC dba Westrock General Engineering	1096953, A	09/30/2026	1000581411
Cindy Trump, Inc.	754500, A	09/30/2026	1000008423
J.L. Plank Inc. dba Cen-Cal Construction	962895, A, C13	06/30/2026	1000001026
Chrisp Company	374600, A, C13, C32	05/31/2025	1000000306

4. BHT Engineering, Inc. verified that the low bidder's Workers' Compensation Insurance coverage is current.
5. A proposal guarantee accompanied the proposal in the form of a Bid Bond totaling ten percent (10%) of the bid. The low bidder signed and properly notarized the Bid Bond. The surety agent is [Developers Surety and Indemnity Company](#).
6. BHT Staff verified through the State Department of Insurance website (<https://interactive.web.insurance.ca.gov/companyprofile/companyprofile>) that the Bonding Company, [Developers Surety and Indemnity Company](#), is an admitted surety in the State of California.
7. BHT Engineering, Inc. verified that neither the low bidder nor any of its key personnel appear on the Federal or State debarment lists (<https://www.sam.gov/SAM/>; <https://www.dir.ca.gov/dlse/debar.html>)
8. [Westrock General Engineering](#) submitted a completed "Exhibit 15-G Construction Contract DBE Commitment" form indicating a 11.5% percent Disadvantaged Business Enterprise (DBE) participation level for this project. BHT Engineering, Inc. verified that the subcontractors listed as DBE firms are currently certified DBE. The following listed DBE prime contractor is registered with the California Unified Certification Program, <https://caltrans.dbesystem.com/>
 - Cindy Trump, Inc. (Firm DBE ID: 40089).
 - Premier Valley Transport (Firm DBE ID: 46372).
9. The City's DBE goal (contract goal) for this project is 7%. Contractors need to achieve the DBE goal or demonstrate good faith efforts (GFE) toward achieving the goal in order to be eligible for contract award. [Westrock General Engineering](#) has achieved the DBE goal for this project.
10. The low bidder has successfully completed several recent projects in Southern California.

C. Recommendation of Award:

[Westrock General Engineering](#) is the lowest responsive bidder based on the stated basis of award. If a construction contract is awarded, it is recommended that the contract be awarded to [Westrock General Engineering](#).

Attachments: Bid Summary
Bid Opening Checklist
Contractor's License verification
Contractor and Subcontractor's (DIR) Registration number
Bonding Company Information
System for Award Management (SAM) report
DLSE Debarments list

CITY OF CALIFORNIA CITY - BID SUMMARY
REDWOOD BLVD. IMPROVEMENTS – 560-ft East of Hacienda Blvd. to 98th St. – CML – 5399-(029)

BID OPENING: JULY 11, 2024 @ 2:00 PM

SEVEN (7) BIDS TOTAL RECEIVED. THREE (3) LOWEST BIDS SHOWN

ITEM NO.	ITEM CODE	UNIT OF MEASURE	ESTIMATED QUANTITY	Engineer's Estimate		1 Westrock General Engineering Bakersfield, CA (661) 496-4246 Lic No. 1096953		2 R.C. BECKER Santa Clarita, CA (661) 259-4845 Lic No. 258762		3 GRIFFITH COMPANY Bakersfield, CA (661) 392-6640 Lic. 88	
				PRICE PER UNIT	TOTAL PRICE	PRICE PER UNIT	TOTAL PRICE	PRICE PER UNIT	TOTAL PRICE	PRICE PER UNIT	TOTAL PRICE
1	CLEARING & GRUBBING, SITE DEMOLITION, GRADING, BALANCE ROADWAY/SITE TO NEW GRADES	L.S.	1	\$ 65,000.00	\$ 65,000.00	\$ 72,150.00	\$ 72,150.00	\$147,650.00	\$ 147,650.00	\$265,000.00	\$ 265,000.00
2	COLD PLANE EXISTING AC SURFACE - PER PLANS	S.F.	779	\$ 6.00	\$ 4,674.00	\$ 1.00	\$ 779.00	\$ 5.90	\$ 4,596.10	\$ 3.00	\$ 2,337.00
3	SCARIFY 12" NATIVE MATERIAL & COMPACT PER PLANS	C.Y.	2009	\$ 25.00	\$ 50,225.00	\$ 16.00	\$ 32,144.00	\$ 47.63	\$ 95,688.67	\$ 25.00	\$ 50,225.00
4	CLASS 2 AGG. BASE	TON	2376	\$ 40.00	\$ 95,040.00	\$ 72.00	\$ 171,072.00	\$ 64.58	\$ 153,442.08	\$ 58.00	\$ 137,808.00
5	TYPE "A" HOT MIX ASPHALT	TON	1114	\$ 135.00	\$ 150,390.00	\$ 155.00	\$ 172,670.00	\$ 180.30	\$ 200,854.20	\$ 140.00	\$ 155,960.00
6	INSTALL TYPE "M" MEDIAN CURB	L.F.	2449	\$ 30.00	\$ 73,470.00	\$ 31.00	\$ 75,919.00	\$ 20.80	\$ 50,939.20	\$ 28.00	\$ 68,572.00
7	INSTALL CURB & GUTTER - 24" PAN	L.F.	1529	\$ 40.00	\$ 61,160.00	\$ 35.00	\$ 53,515.00	\$ 29.56	\$ 45,197.24	\$ 29.00	\$ 44,341.00
8	INSTALL CURB & GUTTER - 12" PAN	L.F.	165	\$ 30.00	\$ 4,950.00	\$ 34.00	\$ 5,610.00	\$ 53.98	\$ 8,906.70	\$ 34.00	\$ 5,610.00
9	INSTALL 5-FT WIDE SIDEWALK	S.F.	6556	\$ 9.50	\$ 62,282.00	\$ 7.00	\$ 45,892.00	\$ 6.43	\$ 42,155.08	\$ 5.75	\$ 37,697.00
10	INSTALL 8"-THICK CONCRETE APRON / X-GUTTER	S.F.	2345	\$ 20.00	\$ 46,900.00	\$ 19.00	\$ 44,555.00	\$ 18.59	\$ 43,593.55	\$ 17.00	\$ 39,865.00
11	INSTALL ADA CURB RAMP	EA.	10	\$ 3,750.00	\$ 37,500.00	\$ 2,600.00	\$ 26,000.00	\$ 2,550.73	\$ 25,507.30	\$ 2,100.00	\$ 21,000.00
12	REMOVE BY GRIDING EXISTING CONFLICTING STRIPING	L.F.	1914	\$ 5.00	\$ 9,570.00	\$ 3.60	\$ 6,890.40	\$ 2.40	\$ 4,593.60	\$ 2.00	\$ 3,828.00
13	REMOVE BY GRIDING EXISTING CONFLICTING PAVEMENT MARKINGS	S.F.	191	\$ 6.00	\$ 1,146.00	\$ 35.00	\$ 6,685.00	\$ 24.00	\$ 4,584.00	\$ 20.00	\$ 3,820.00
14	INSTALL 12" SOLID YELLOW/WHITE STRIPE - THERMOPLASTIC	L.F.	319	\$ 7.00	\$ 2,233.00	\$ 14.00	\$ 4,466.00	\$ 7.20	\$ 2,296.80	\$ 6.00	\$ 1,914.00
15	INSTALL 24" SOLID YELLOW CROSS WALK STRIPE - THERMOPLASTIC	L.F.	183	\$ 12.00	\$ 2,196.00	\$ 23.00	\$ 4,209.00	\$ 9.60	\$ 1,756.80	\$ 8.00	\$ 1,464.00
16	INSTALL 6" YELLOW CENTERLINE - THERMOPLASTIC - DETAIL 22	L.F.	230	\$ 5.00	\$ 1,150.00	\$ 25.00	\$ 5,750.00	\$ 4.20	\$ 966.00	\$ 3.50	\$ 805.00
17	INSTALL 6" WHITE LINE - THERMOPLASTIC - DETAIL 39 & 39A & 27B	L.F.	2858	\$ 4.00	\$ 11,432.00	\$ 2.10	\$ 6,001.80	\$ 2.10	\$ 6,001.80	\$ 1.75	\$ 5,001.50
18	INSTALL 8" WHITE - THERMOPLASTIC - DETAIL 38 & 38B & CHEVRON STRIPES	L.F.	829	\$ 8.00	\$ 6,632.00	\$ 7.00	\$ 5,803.00	\$ 3.60	\$ 2,984.40	\$ 3.00	\$ 2,487.00
19	INSTALL WHITE THERMOPLASTIC PAVEMENT MARKINGS	S.F.	562	\$ 20.00	\$ 11,240.00	\$ 8.00	\$ 4,496.00	\$ 21.00	\$ 11,802.00	\$ 17.50	\$ 9,835.00
20	PAINT TOP AND FRONT OF MEDIAN ISLAND NOSE WITH REFLECTORIZED YELLOW TRAFFIC PAINT.	L.F.	85	\$ 3.00	\$ 255.00	\$ 23.00	\$ 1,955.00	\$ 6.00	\$ 510.00	\$ 5.00	\$ 425.00
21	FURNISH AND INSTALL SOLAR-POWERED FLASHING LED STOP SIGN - R1-1 (36"x36")	EA.	4	\$ 4,250.00	\$ 17,000.00	\$ 3,926.00	\$ 15,704.00	\$ 5,400.00	\$ 21,600.00	\$ 4,500.00	\$ 18,000.00
22	FURNISH AND INSTALL STOP SIGN - R1-1 (30"x30")	EA.	3	\$ 800.00	\$ 2,400.00	\$ 450.00	\$ 1,350.00	\$ 840.00	\$ 2,520.00	\$ 700.00	\$ 2,100.00
23	FURNISH AND INSTALL "ALL WAY" SIGN - R1-4 (18"x6")	EA.	4	\$ 100.00	\$ 400.00	\$ 250.00	\$ 1,000.00	\$ 150.00	\$ 600.00	\$ 125.00	\$ 500.00
24	FURNISH AND INSTALL R4-7 SIGN & TYPE N - SIGN ASSEMBLY	EA.	1	\$ 300.00	\$ 300.00	\$ 500.00	\$ 500.00	\$ 840.00	\$ 840.00	\$ 700.00	\$ 700.00
25	FURNISH AND INSTALL R5-1 SIGN - (30"x30")	EA.	2	\$ 300.00	\$ 600.00	\$ 450.00	\$ 900.00	\$ 840.00	\$ 1,680.00	\$ 700.00	\$ 1,400.00
26	FURNISH AND INSTALL R6-1 & TYPE N - SIGN ASSEMBLY	EA.	3	\$ 375.00	\$ 1,125.00	\$ 500.00	\$ 1,500.00	\$ 840.00	\$ 2,520.00	\$ 700.00	\$ 2,100.00
27	FURNISH AND INSTALL R7-9 SIGN - (18"x24")	EA.	12	\$ 300.00	\$ 3,600.00	\$ 250.00	\$ 3,000.00	\$ 720.00	\$ 8,640.00	\$ 600.00	\$ 7,200.00
28	FURNISH AND INSTALL R81A(CA) SIGN - (12"x5")	EA.	1	\$ 100.00	\$ 100.00	\$ 250.00	\$ 250.00	\$ 720.00	\$ 720.00	\$ 600.00	\$ 600.00
29	FURNISH AND INSTALL R81B(CA) SIGN - (8"x5")	EA.	1	\$ 100.00	\$ 100.00	\$ 250.00	\$ 250.00	\$ 720.00	\$ 720.00	\$ 600.00	\$ 600.00
30	FURNISH AND INSTALL SR4-1(CA) SIGN - (24"x38")	EA.	2	\$ 400.00	\$ 800.00	\$ 500.00	\$ 1,000.00	\$ 840.00	\$ 1,680.00	\$ 700.00	\$ 1,400.00
31	FURNISH AND INSTALL W3-1 SIGN - (30"x30")	EA.	2	\$ 400.00	\$ 800.00	\$ 500.00	\$ 1,000.00	\$ 840.00	\$ 1,680.00	\$ 700.00	\$ 1,400.00

CITY OF CALIFORNIA CITY - BID OPENING CHECKLIST

Project Name: REDWOOD BLVD. IMPROVEMENTS – 560-ft East of Hacienda Blvd. to 98th St. – CML – 5399-(029)

Bid Opening Date and Time: January 9, 2025 @ 2:00pm

Bids Opened by: Leannndrea Weible

BIDDER'S NAME	DATE/TIME RECEIVED	ADDENDUM (S) INCLUDED?	BID SECURITY INCLUDED?	NONCOLLUSION AFFIDAVIT INCLUDED?	BID SIGNED IN INK?	BID AMOUNT
Burton	1:32	✓	✓	✓	✓	\$ 1,079,513.66
Pc Beck	1:38	✓	✓	✓	✓	\$ 983,408.03
Westrock Gen	1:40	✓	✓	✓	✓	\$ 816,816.00
Nagle Earthworks	1:48	✓	✓	✓	✓	\$ 1,141,536.00
Griffith Company	1:51	✓	✓	✓	✓	\$ 992,735.00
Bowman	1:52	✓	✓	✓	✓	\$ 1,115,992.00
Granite	1:54	✓	✓	✓	✓	\$ 1,477,216.00

I, Leannndrea Weible, hereby state that at 2:00 o'clock p.m. on January 9, 2025, there was an opening of bids received pertaining to the above named project in the City of California City.



 Signature

Deputy City Clerk

 Title

01/09/2025

 Date



Contractor's License Detail for License # 1096953

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 1/23/2025 11:06:11 AM

Business Information

WESTROCK LLC
 DBA WESTROCK GENERAL ENGINEERING

 PO BOX 71377
 BAKERSFIELD, CA 93387
 Business Phone Number:(661) 496-4265

Entity Ltd Liability
Issue Date 09/23/2022
Expire Date 09/30/2026

License Status

This license is current and active.

All information below should be reviewed.

Classifications

A - GENERAL ENGINEERING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with DEVELOPERS SURETY AND INDEMNITY COMPANY.

Bond Number: 0102559
Bond Amount: \$25,000
Effective Date: 02/09/2024
[Contractor's Bond History](#)

LLC EMPLOYEE/WORKER BOND

This license filed a LLC Employee/Worker Bond with DEVELOPERS SURETY AND INDEMNITY COMPANY.

Bond Number: 0102993
Bond Amount: \$100,000
Effective Date: 07/10/2024
[LLC Employee/Worker Bond History](#)

Bond of Qualifying Individual

The qualifying individual GARRETT JASON BROWN certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 09/23/2022

Workers' Compensation

This license has workers compensation insurance with the [UNITED FIRE & CASUALTY COMPANY](#)

Policy Number:10183438069

Effective Date: 05/14/2024

Expire Date: 05/14/2025

[Workers' Compensation History](#)

Workers' compensation classification code(s):

5506 - Street/Road Construction-paving

5507 - Street/Road Construction-grading

For a description of the workers' compensation classification code(s) listed for this licensee, contact the licensee's insurance carrier. Contact information for the licensee's insurer is available by clicking the insurer link above. Classification codes are also available on the Workers' Compensation Insurance Rating Bureau's classification search page.

The board does not verify or investigate the accuracy of classification codes displayed.

Liability Insurance Information

This license has liability insurance with [FINANCIAL PACIFIC INSURANCE COMPANY](#)

Policy Number: 60542624

Amount: \$2,000,000

Effective Date: 04/10/2024

Expiration Date: 04/10/2025

[Liability Insurance History](#)

Other

- ▶ Personnel listed on this license (current or disassociated) are listed on other licenses.

[Back to Top](#)

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Registration Number	Legal Entity Name	Registration Start Date	Registration Expiration Date	Status	DBA Name	Craft Name
1000581411	Westrock LLC	11/14/2023	6/30/2025	Active	Westrock General Engineering	General Engineering, Laborer, Operating Engineer
1000001026	J. L. PLANK INC.	7/1/2022	6/30/2025	Active	CEN-CAL CONSTRUCTION	Cement Mason, Laborer, Parking/Highway/Improvement, Operating Engineer, General Engineering
1000000306	Chrisp Company	7/1/2022	6/30/2025	Active	HARKER STRIPING AND SIGNAGE	Parking/Highway/Improvement
1000008423	Cindy Trump, Inc.	7/1/2024	6/30/2025	Active	Lindys Cold Planing	Operating Engineer

- Company Profile
- Company Search
- Company Search Results
- Company Information
- Old Company Names
- Agent for Service
- Reference Information
- NAIC Group List
- Lines of Business
- Workers' Compensation
- Complaint and Request for Action/Appeals
- Contact Information
- Financial Statements PDF's
- Annual Statements
- Quarterly Statements
- Company Complaint
- Company Performance & Comparison Data
- Company Enforcement Action
- Composite Complaints Studies
- Additional Info
- Find A Company Representative In Your Area
- View Financial Disclaimer

COMPANY PROFILE

Company Information

DEVELOPERS SURETY AND INDEMNITY COMPANY

**P.O. BOX 19725
IRVINE, CA 92623-9725**

Old Company Names

Effective Date

Agent For Service

William Huser
7801 Folsom Blvd.
Suite 202
Sacramento CA 95826

Reference Information

NAIC #:	12718
California Company ID #:	4606-0
Date Authorized in California:	08/30/1999
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CALIFORNIA

[back to top](#)

NAIC Group List

NAIC Group #: **2538** AmTrust Financial Serv Grp

Lines Of Business

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the [glossary](#).

- AIRCRAFT
- AUTOMOBILE
- BOILER AND MACHINERY
- BURGLARY
- COMMON CARRIER LIABILITY
- CREDIT
- DISABILITY
- FIRE
- LEGAL INSURANCE
- LIABILITY
- MARINE
- MISCELLANEOUS
- PLATE GLASS
- SPRINKLER
- SURETY
- TEAM AND VEHICLE
- WORKERS' COMPENSATION

[back to top](#)



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"westrock llc"

Federal Organizations

Enter Code or Name



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WESTROCK LLC Active Registration

Unique Entity ID
YGZRTALG6C63

CAGE Code
9W5H1

Physical Address
4601 KIMBER AVE STE 104,
BAKERSFIELD, CA 93307 USA

Entity

Expiration Date
Apr 26, 2025










Purpose of Registration
All Awards

DLSE Debarments

The following is a list of contractors barred from bidding on, accepting, or performing any public works contracts, either as a contractor or subcontractor. Please refer to the "Period of Debarment" for status of debarment period as noted below:

As part of your due diligence, we suggest that you also check:

- [Contractor status at the Contractors State License Board \(CSLB\)](#) 
- [The Federal debarment list at the Excluded Parties List System](#) 

Name of contractor	Period of debarment
<p>MICHAEL FLOORING, INC.; BENNY MICHAEL</p> <p>CSLB License Number: 874947</p>	<p>9/13/24 through 9/13/27</p> <p>Decision SC 7278 </p> <p>The debarment order is currently stayed by order of the Kern County Superior Court</p>
<p>TOBO CONSTRUCTION, INC.; JIMI WAN CHAE; MONICA SHIUN OH; KYUNG JIN YOON,</p> <p>CSLB License Number: 758012</p>	<p>5/10/2023 through 5/10/2026</p> <p>Decision SC 7250 </p>
<p>G M Climate Control, Inc.</p> <p>CSLB License Number: 967267</p>	<p>3/2/2023 through 9/2/2024</p> <p>Decision 40-71536-603 </p>
<p>MINAKO AMERICA CORPORATION DBA MINCO CONSTRUCTION; AND REFAAT HILMAY MINA,</p> <p>CSLB License Number: 612429</p>	<p>9/27/2021 through 9/26/2022</p> <p>Decision LB 6333 </p>
<p>GRFCO, INC. DBA ONSITE KRUSHING; GARCIA JUAREZ CONSTRUCTION, INC.; GEORGE ROBERT FROST; AND JAMES CRAIG JACKSON</p> <p>CSLB License Number: 291013 and 84801</p>	<p>5/21/2021 through 5/20/2024</p> <p>Decision LB 6629 </p>
<p>ECS CONTRACTORS, INC. dba ECS ELECTRIC, INC.; UMAR KHALID RANA, an individual and CEO/RMO of ECS CONTRACTORS, INC.; and KANWAL SAJJAD RANA, an individual and RMO of ECS CONTRACTORS, INC.</p> <p>CSLB License Number: 975222</p>	<p>3/1/2020 through 3/1/2023</p> <p>Decision LB 5590 </p>
<p>Avi Shechter, Individually DBA Avi Shechter</p> <p>CSLB Number: 908891 and 1018353</p>	<p>5/6/2019 through 5/5/2022</p> <p>Decision LB 6328 </p>
<p>Patrick Kim, Individually DBA Ritecon Plumbing</p> <p>CSLB Number: 991018</p>	<p>8/21/2018 through 8/20/2019</p> <p>Decision LB 6762 </p>
<p>Bighorn Construction, Inc.</p> <p>CSLB Number: 597866</p>	<p>5/5/2018 through 5/4/2021</p> <p>Decision LB 6658 </p>

<p>Doug Parks, Individually dba Doug Parks and Son Plumbing</p>	<p>10/11/2017 through 10/10/2019 Decision SC 5807</p>
<p>CSLB Number: 411825</p>	
<p>Worthington Construction, Inc.; Dale Worthington, an individual and CEO/RMO of Worthington Construction, Inc.; and, Holi Jeanne Worthington, an individual and Officer of Worthington Construction</p>	<p>6/15/2018 through 9/16/2019 Decision LB 5267</p>
<p>CSLB Number: 714836</p>	
<p>RMV Construction, Inc., A California Corporation; and Robert Michael Vasil II a.k.a. Robert Michael Vasil a.k.a. Mike Vasil, an Individual and CEO/RMO President of RMV Construction, Inc.</p>	<p>4/1/2017 through 8/18/2018 Decision LB 5266</p>
<p>CSLB Number: 892389</p>	
<p>Gewargis Youkhanis Narso, an individual dba GEHVAC and Technologies, a sole proprietorship, And GEHVAC Co., a sole proprietorship</p>	<p>2/1/2017 through 1/31/2020 Decision 40-48480-516</p>
<p>CSLB Number: 899312 and 1013848</p>	
<p>Joseph Brothers Enterprise, Inc.; Ken Joseph Individually and as CEO</p>	<p>4/3/2018 through 10/3/2019 Decision SC 6390</p>
<p>CSLB Number: 849169</p>	
<p>Dave Cook Concrete Construction, Inc., and David William Cook 34231 Camino Capistrano #102 Capistrano Beach, CA 92624-1189</p>	<p>3/1/2017 through 2/29/2020 Decision LB 6207</p>
<p>CSLB Number: 461897</p>	
<p>Bannaoun Engineers Constructors Corporation; Omar Maloof, An Individual P.O. Box 16599 Beverly Hills, CA 90209-2599</p>	<p>05/12/17 through 05/11/20 Decision SC 5517</p>
<p>CSLB Number: 827829</p>	
<p>Evans Roofing Co., Inc. 2020 South Yale Street Santa Ana, CA 92706</p>	<p>10/31/16 through 10/30/19 Decision LB 6270</p>
<p>CSLB Number: 610549</p>	
<p>Guillermo Ibaibarriga dba Sierra Nevada Stucco and 2K Roofing Sierra Nevada Stucco P.O. Box 8472 Reno, NV 89502 CSLB Number: 915812</p>	<p>05/14/17 through 05/13/20 Decision SC 6037</p>
<p>2K Roofing 820 Kuenzli Street Reno, NV 89502 CSLB Number: 954551</p>	
<p>Del Norte Construction, And Trinidad Manuel Canales, an Individual PO Box 5101</p>	<p>6/01/16 through 5/31/17 Decision LB 5533</p>

Oxnard, CA 93030

5020 Wooley Rd.
Oxnard, CA 93030

CSLB Number: #945723

Diversified Building & Electric Company, Inc.

409 Tennant Station
Morgan Hill, CA 95037

2/15/16 through 8/15/17

[Decision SC 5714](#) 

Denis Andrew Maris, Individually and Doing Business as Diversified Electric Company

CSLB Number: #765312

Fast Demolition, Inc.

601-C East Palomar Street #123
Chula Vista, CA 91911

CSLB Number: #792729

4/1/44 through 3/31/47

[Decision LB5742](#) 

4/1/41 through 3/31/44

[Decision LB5665](#) 

Rogelio Medina Vazquez., an individual and in his capacity as Responsible Managing Officer of FAST DEMOLITION, INC.

4/1/36 through 3/31/39

[Decision LB5740](#) 

4/1/33 through 3/31/37

[Decision LB5651](#) 

4/1/33 through 3/31/37

[Decision LB5739](#) 

4/1/24 through 3/31/27

[Decision LB5741](#) 

4/1/30 through 3/31/33

[Decision LB5743](#) 

4/1/27 through 3/31/30

[Decision LB5666](#) 

4/1/21 through 3/31/24

[Decision LB5667](#) 

4/1/18 through 3/31/21

[Decision LB5668](#) 

4/01/15 through 3/31/18

[Decision LB5345](#) 

Amerivet Plumbing, Inc.; Walter Edward Jacob Kuhlmann III, Individually And dba Amerivet Plumbing Services

CSLB Number: #969048 and #919761


8/6/15 through 8/5/18

[Decision SC 5756](#) 

Ultimate Inc., And, Enrique Vera, an Individual

PO Box 571117
Tarzana, CA 91356-1117
CSLB Number: #949229

12/1/15 through 11/30/18

[Decision LB 5655 & LBS659](#) 

Travioli Construction, Inc.

PO Box 231
Visalia, CA 93274
CSLB Number: #936832

9/11/15 through 3/10/17

[Decision SC 5800](#) 

Integrity Sheet Metal, Inc.

319 McArthur Way
Upland, CA 91786
CSLB #726770

2/01/15 through 1/31/18

[Decision LB 5596](#) 

William Ben Hicks, an individual;
Margaret Mary Hicks, an individual

L A Builders, Inc., a California Corporation
15635 Saticoy Street, #H
Van Nuys, CA 91406
CSLB #748591

2/01/15 through 1/31/18
[Decision LB5 171](#)

Alon Gamliel, an individual

USA Wall Systems, Inc.
8309 Sunshine Lane
Riverside, CA 92508
CSLB #929610

4/01/15 through 3/31/18
[Decision LB 5323](#)

Edward Eugene Brammer, an individual
and in his capacity as President/CEO/RMO

Daughter Construction
formerly dba Hy Carpentry Construction
15407 Thornlake Avenue
Norwalk, CA 90650
CSLB #979297

4/01/15 through 3/31/18
[Decision LB 5466, LB5467, LB5468 & LB5520](#)

Sharon Jin Yoo, an individual;
Dae Hyun Yoo, an individual
and in his capacity as manager/supervisor for Sharon Jin Yoo and in his capacity as General Partner for HY Construction, a General Partnership.

RDA Construction, Inc.
1692 W. Bullard Ave.,
Fresno, CA 93711
CSLB# 383306

12/15/14 through 12/14/16
[Decision 40-40508-522 & 44-40509-522](#)

Titan Electrical Construction, Inc.
Lucas Oliver Stickney, an individual
Jamie Noel Furr, an individual
630 Natoma Street
San Francisco, CA 94103
CSLB# 919516

11/3/14 through 11/2/17
[Decision SC 5539](#)

Ramos Painting
Carlos Ray Ramos, an individual
P.O. Box 3871
Paso Robles, CA 93447
CSLB# 753575

11/3/14 through 11/2/15
[Decision SC 5518](#)

Dick Emard Electric.
dba Emard Electric Luke Richard Emard, an individual and RMO
5930 Key Court, Suite A
Loomis, CA 95650
CSLB# 794007

11/3/14 thorough 11/2/17
[Decision SC 5521](#)

Nixon Electric
Gordon Fulton Nixon, an individual
5624 Faust Ave.
Woodland Hills, CA 91367
CSLB# 796802

8/1/14 through 7/31/17
[Decision LB 4495](#)

Neris General Contractors, a California Corporation
Efren Neri, an individual
Servando Neri, an individual

2/28/14 through 2/27/17
[Decision LB 4511, LB4512 & LB4521](#)

Rebeca Neri, an individual
Luis Abelardo Castro, an individual
6087 California Ave.
Long Beach, CA 90805
CSLB# 797967

Southland Construction
Reza Mohammedi, an individual
3943 Irvine Blvd., #405, Irvine, CA 92602
CSLB# 663784 (expired)

10/14/14 through 10/13/17
[Decision SAC 5492](#)

National Drywall Corporation,
A Dissolved California Corporation
603 S. Milliken Avenue, Suite F
Ontario, CA 91761
CSLB #834335

Miguel Contreras, an Individual and
Responsible Managing Officer/CEO/President

Dora Maria Contreras, an Individual and
Agent/Officer of the Corporation

8/4/14 through 8/3/17
[Decision SAC 5506](#)

Tadros & Youssef Construction, Inc.
Kamel Shaker Tadros & Makram Youssef Youssef, Individually
1221 E 8th Street, Unit A, Upland, CA 91786
CSLB# 698182 (expired)

5/10/14 through 5/9/17
[Decision SAC 5308](#)

Serenity Fire Protection
417 S. Associated Road, Brea, CA 92821
CSLB# 902927

5/1/14 through 4/30/17
[Decision LB 4202](#)

Don Kelly Construction , Inc.
Don Kelly, Individual and Lisa Kelly, Individual
171 Northview Ridge Lane, P.O. Box 10760, Bozeman, MT 59719

3/25/14 through 3/24/17
[Decision LB 4484](#)

Aldan, Inc.
P.O. Box 9428, Brea, CA 92822
CSLB #949229

2/28/14 through 2/27/17
[Decision LB5175](#)

Russell/Thompson, Inc.
James Jean Russell & Valery Alena Thompson, Individually
4684 Oak Glen Dr., Redding, CA 96001
CSLB# 915036 (revoked)







10/31/13 through 10/31/16
[Decision SC 5309](#)

Ayodejia A. Ogundare, Individual
Db a Pacific Engineering Company
6310 Stewart Way, Bakersfield, CA 93308
CLSB#710322

5/15/2013 through 5/15/2014
[Decision SAC 1039](#)

Wallcrete Industries, Inc.; Garit David
Wallace and Amber Anderson, Individuals
400 Kansas, Redlands, CA 92373
CSLB#834220

7/29/12 through 7/28/15
[Decision SAC 5175](#)

<p>FEI Enterprises, Inc Gabriel Fedida, Individual 5749 Venice Blvd., Los Angeles, CA 90019 CSLB#659252</p>	<p>6/14/12 through 6/13/15 Decision SC 5198 </p>
<p>Jeffrey Alan Mott and Michelle Mott, individuals Dda Integrity Landscape 3756 Independence Avenue Sanger, CA 93637 CSLB#774222</p>	<p>3/29/12 through 3/28/15 Decision SC 5160 </p>
<p>Jensen Drywall & Stucco Jeffrey E. Jensen 3714 Lynda Place National City, CA 91950-8121 CSB # 664168 Exp. 2/18/11 (expired)</p>	<p>3/31/11 through 3/30/13 Decision SC 5095 </p>
<p>All West Construction, Inc. Donald Kent Russell 495 N. Marks Ave. Fresno, CA 93706 CSB # 592321 Exp. 4/3/12 (suspended)</p>	<p>3/31/11 through 3/30/13 Decision se 5013 </p>
<p>Country Builders, Inc. Weldon Offill, individually 5915 Graham Ct. Livermore, CA 94550 CSB # 699574 Exp. 11/30/12 (active)</p>	<p>3/1/11 through 2/28/14 Decision SC 5053  Addendum SC 5053 </p>
<p>Sutter Foam & Coating, Inc. 909 A. George Washington Yuba City, CA 95993 CSB # 732014 Exp. 1/31/09 (inactive)</p> <p>David Alvin Trexler, an individual 909 A. George Washington Yuba City, CA 95993</p> <p>Kenneth A. Trexler, an individual 2603 Lago Lane Marysville, CA 95901</p>	<p>7/1/10 through 6/30/13 Decision SAC 5012 </p>
<p>Soo Dong Kim, an individual, dba Soo Kim Electric Company 16224 Ridgeview Lane La Mirada, CA 90638 CSB # 568103 Exp. 8/1/09 (inactive)</p> <p>Hyo Nam Jung, an individual, dba Lucid Electric 18621 Well Street Rowland Heights, CA 91748 CSB # 914692 Exp. 4/3/10</p>	<p>4/19/10 through 4/18/13 Decision SAC 1064 </p>
<p>Southwest Grading, dba Southwest Grading Services, Inc., 22031 Waite Street Wildomar, CA 92595</p> <p>David Walter Cholewinski, an individual 22031 Waite Street Wildomar, A 92595 29970 Technology Drive, Ste. 205</p>	<p>3/18/10 through 3/17/13 Decision SAC 1058 </p>

Murrieta, CA 92563
CSB #840416 Exp. 6/30/10

S.J. Cimino Electric, Inc., a California corporation,
3267 Dutton Ave.
Santa Rosa, CA 95404
Salvatore Joseph Cimino, RMO, CEO and President of S.J. Cimino Electric, Inc. and sole owner of S.J. Cimino
Electric, an individual
5825 Heights Rd.
Santa Rosa, CA 95401
CSB #343802 Exp. 2/28/10
CSB #294141 Exp. 9/30/13 (inactive)

10/15/09 through 10/14/12
[Decision SAC 1052](#) 


Cedar Development Corporation
Serghon Gabriel Afram, individually
12477 Feather Dr
Mira Loma, CA 91752
CSB # 839898 Exp. 6/30/10 (suspended)

8/5/09 through 8/4/12
[Decision SAC 1042](#) 

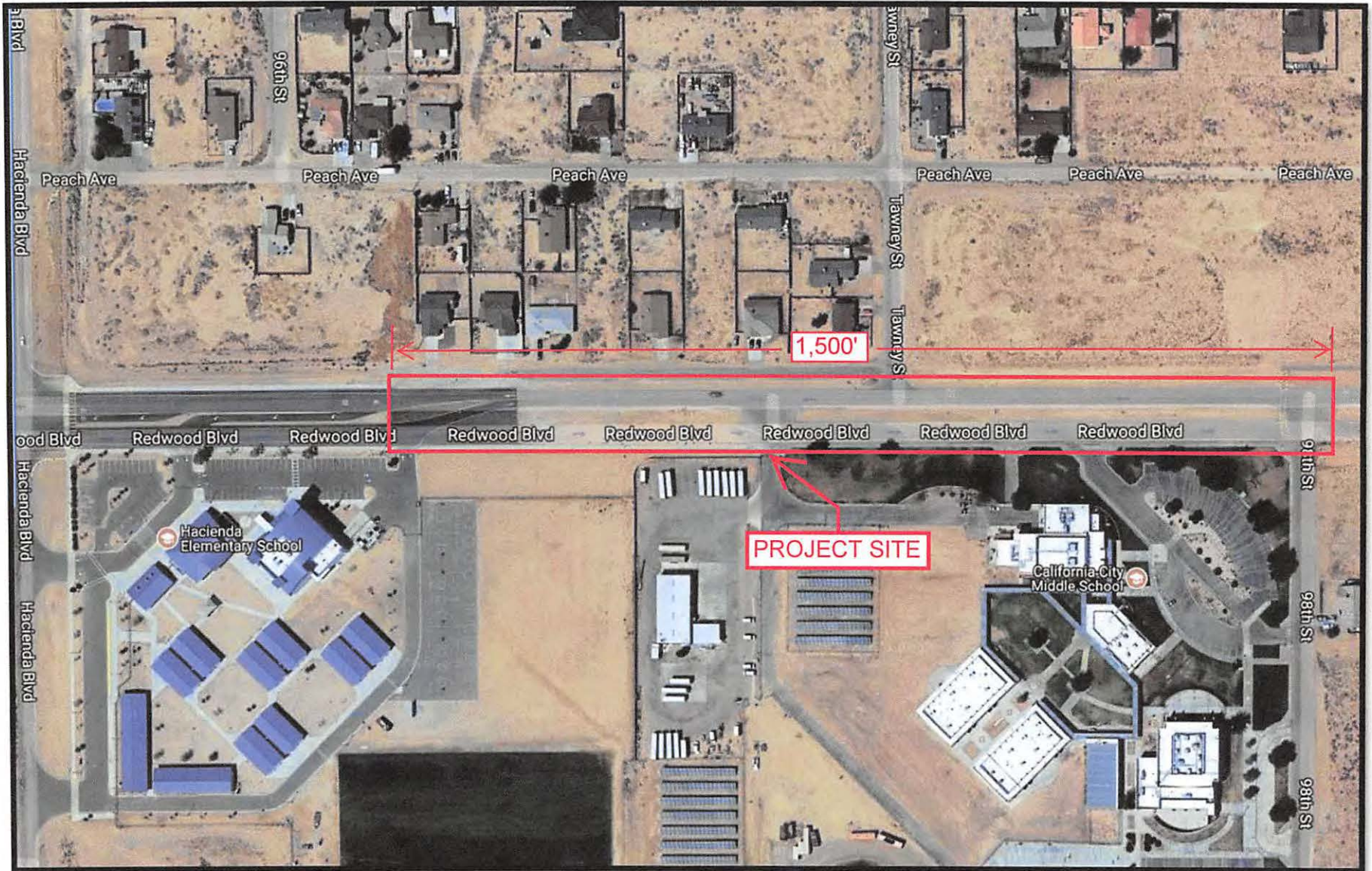
All Floors Commercial and Residential Flooring, Inc.
Salvador Elias Perea, individually
750 E. McGlincy Lane, #103
Campbell, CA 95008
CSB #430969 Exp. 7/31/09

5/14/09 through 5/13/12
[Decision SAC 1040](#) 

1-AMD Construction, Inc.
Alberto Mordoki, individually
Mirella Mordoki, individually
5300 Beach Blvd., Suite 110-416
Buena Park, CA 90621
CSB #787533, revoked

3/16/09 through 3/15/12
[Decision SAC1037](#) 

KERN COUNCIL OF GOVERNMENTS
Congestion Mitigation Air Quality (CMAQ)
2021 PROJECT APPLICATION



REDWOOD BLVD. from 560-FT EAST OF HACIENDA BLVD. TO 98TH ST. - SITE MAP



CITY COUNCIL AGENDA ITEM February 11, 2025

TO: Mayor and City Council

FROM: Joe Barragan, Public Works Director

SUBJECT: NOTICE OF COMPLETION – Balsitis Park Playground and Basketball Court Project, Funded by CDBG, CD#13.21.1 and CD#13.23.1

BACKGROUND / DISCUSSION:

County of Kern and City of California City entered into a Community Development Block Grant Cooperative Agreement on July 14, 2020, CD#13.21.1 in the amount of \$296,988.51 wherein the parties thereto agreed to undertake activities eligible for Grant assistance within the corporate limits of CITY.

The City Council passed Resolution No. 02-24-3016 to increase the Balsitis Park Playground and Basketball Court budget from \$296,899.51 to \$401,750.

California City and Kern County agreed on April 9, 2024, under agreement number 147-2024, to combine CD#13.21.1 and CD#13.23.1.

The project was awarded to Zenitram, Inc. doing business as ANM Construction & Engineering on May 14, 2024.

The project involved constructing a basketball court and installing playground equipment in Balsitis Park.

The Engineering Department has reviewed the work and confirmed to Public Works that it conforms to the plans and specifications as of December 17, 2024.

FISCAL IMPACT:

Costs:	Total Construction Cost:	\$ 328,463.00
Funding:	CDBG CD Activity #13.21.1&13.23.1:	\$ 401,750.00
	Local Match:	\$ 0

RECOMMENDATION:

Motion to accept the work completed by Zenitram, Inc. dba ANM Construction & Engineering for the Balsitis Park Playground and Basketball Court Project (CDBG, CD#13.21.1 and CD#13.23.1), and authorize the City Clerk to file the Notice of Completion with the Kern County Recorder.

ENVIRONMENTAL IMPACT: None.

ATTACHMENTS:

- A- Notice of Acceptance
- B- Notice of Completion
- C- Before and After Pictures

**City of California City
Balsitis Park Basketball and Playground Equipment
CBDG Funded Project
BEFORE AND AFTER PICTURES**



Looking North during construction



Looking North-East during construction of playground



After playground installation- Picture taken looking North-East





Looking North- before construction



Looking North- after construction

City Manager Report

Planning Commission Position

The planning commission was posted as directed by the City Council and it will close March 3, 2025. As of February 7th, HR and city clerks' office have not received any applications.

Additionally, the Parks and Recreation commission currently has two Vacancies. It is advised that the City Council direct the Acting City Manager to have the City Clerk post those vacancies and to decide a deadline for the council's review and appointment.

Airport

Tech 45 had a meeting last week with a FAA project engineer and representative from SCE. The FAA is currently leasing land behind the tetrahedron (near the windsock) at the California City Airport and they will be building a small navigational facility at this location.

They estimate the project will begin in April. If possible, Tech 45 would like the Runway Fill and Seal to happen concurrently, and the city may be able to get additional grant funds to make this happen. This building will also help bring more air traffic through the area.

Cannabis update



DEPARTMENT REPORT

COUNCIL AGENDA ITEM

February 11, 2025

PREPARED BY: Inge Elmes, Cannabis Tax Administrator

SUBJECT: APRIL 2024 – JANUARY 2025 SUMMARY

CANNABIS PERMITS

- 28 current FY 24/25 payments received and are current and operational
- 9 past due FY 23/24 renewal payments were received, and businesses are now current

CANNABIS BUSINESS – UPDATE

- 8 businesses were assisted in CEQA compliance as directed by DCC and are compliant
- 2 businesses approved for operations and received city cannabis cultivation permits
- 8 businesses in process to receive approvals for operations
- 3 businesses surrendered cannabis permits

CANNABIS TAX VIOLATIONS

- 7 Notice of Violation Letters were issued citing back taxes due
 - 4 appeals were received
 - 2 received council final determination – payment agreements made
 - 2 pending appeals
 - 3 received no response and were submitted for further action
- 2 Revocation of Cannabis Permits were issued and processed

CANNABIS TAX REPORTS

Total of taxes collected for FY 23/24 is \$761,905.97

- Cultivation - \$289,917.94
- Non-Cultivation - \$395,745.46
- Penalties & Interest - \$8,666.29
- Cannabis Back Taxes - \$67,576.28

Total of taxes collected to date for FY 24/25 is \$243,196.91 (does not include 2nd Quarter taxes collected)

- Cultivation - \$88,936.50
 - Non-Cultivation - \$127,892.73
 - Penalties & Interest - \$117.15
 - Cannabis Back Taxes - \$26,250.53
-

Overtime Analysis

An AB1234 request was made at the January 29th City Council meeting, that the Acting City Manager bring back an overtime analysis for the city for non-essential overtime. To determine what a non-essential employee, the Acting City Manager utilized the pre-covid definition of “essential” referring back to employees who are unable to go on strike due to California Supreme Court rulings that their role is essential for the safety of a community. Below is a breakdown of the overtime paid to “non-essential” but very important staff in FY 24/25 for the City of California City.

Department	Title	Hourly Rate	Pay Code				OTTotal Amount
			201 Overtime Emp Amt	205 OTST Emp Amt	1101 Standby Emp Amt	1102 Prem Stand Emp Amt	
Administration	Administrative Secretary	34.16	435.54	0	0	0	435.54
Administration	City Clerk	38.87	130.36	0	0	0	130.36
Building	Administrative Secretary	32.54	162.7	0	0	0	162.7
Dial ARide	DAR Dispatcher/Drive	21.2	373.64	0	0	0	373.64
Dial ARide	DAR Lead Driver	26.45	1,025.60	0	0	0	1,025.60
Dial ARide	DAR Dispatcher/Drive	21.2	445.2	0	0	0	445.2
Finance	Account Clerk III	36.29	217.74	0	0	0	217.74
Finance	Account Clerk I	24.54	736.2	0	0	0	736.2
Garage	Heavy Equipment Mechanic I	29.86	268.74	0	0	0	268.74
OHV	Heavy Equip Opr I	25.79	5,174.12	0	0	0	5,174.12
OHV	OHV Clerk	21.85	3,492.89	0	0	0	3,492.89
OHV	General Service Worker	18.87	4,443.89	0	0	0	4,443.89
OHV	Maintenance Worker I-OHV	21.23	5,111.13	0	0	0	5,111.13
Parks and Recreation	Maintenance Worker I	22.3	501.75	0	0	0	501.75
Parks and Recreation	General Service Worker	18.87	7.08	0	0	0	7.08
Public Works	Administrative Clerk	23.37	103.42	0	0	0	103.42
Public Works - Road	Streets/Lead	35.38	8,965.87	0	0	0	8,965.87
Public Works - Road	Maintenance Worker I- Roads	24.58	73.74	0	0	0	73.74
Public Works - Road	Heavy Equip Opr I	28.44	187.71	0	0	0	187.71

Public Works - Road	Maintenance Worker I- Roads	23.41	66.9	0	0	0	66.9
Public Works - Sewer	WWIP Chief Plant Operator	54.59	0	0	33,954.90	25,622.45	59,577.35
Public Works - Sewer	WWIP OIT	23.41	456.5	0	0	0	456.5
Public Works - Water	Pumping Operator III	49.75	874.17	0	16,118.94	67,718.87	84,711.98
Public Works - Water	Maintenance Wkr II	31.35	1,810.48	0	1,630.20	0	3,440.68
Public Works - Water	Maintenance Worker I	29.88	703.28	0	0	0	703.28
Public Works - Water	Water Operator Supervisor	33.69	2,988.75	0	477.6	965.25	4,431.60
Public Works - Water	Maintenance Worker I	29.88	3,531.20	0	1,010.24	0	4,541.44
Public Works - Water	Maintenance Worker I	25.81	38.72	0	0	0	38.72
Public Works - Water	Distribution Oper II	27.08	690.54	0	6,905.40	36,289.51	43,885.45
Public Works - Water	Maintenance Worker I	24.58	92.18	0	0	0	92.18
Public Works - Water	Maintenance Worker I	27.1	2,542.57	0	1,504.70	1,613.92	5,661.19
Public Works - Water	Distribution Oper II	29.85	235.07	0	1,671.60	7,110.71	9,017.38

Skate Park and Splash Pad Update

The skate park is in full build mode. Work has been completed on several jumps and features, and concrete continued to be poured at the site last week. I was advised by the site foreman that additional crews are coming up from Oceanside to keep this project moving forward. Additionally, ground compaction work has occurred on the site of the splash pad, and it is anticipated that more work shall begin on that project soon.





Staffing analysis

Airport

Job Title	Employee Name	Authorized Positions	Filled Positions	Open Positions	Step	Status
Airport Manager	Vacant	0.5	0	0.5	0	FT
Airport Total		Authorized	Filled	Open		
		0.5	0	0.5		

Building

Job Title	Employee Name	Authorized Positions	Filled Positions	Open Positions	Step	Status
Administrative Secretary	-	1	1	0	5	FT
Building Inspector	-	1	1	0	9	FT
Building Total		Authorized	Filled	Open		
		2	2	0		

City Manager

Job Title	Employee Name	Authorized Positions	Filled Positions	Open Positions	Range	Step	Status
Interim City Manager	-	1	1	0	contract		FT
City Manager Total		Authorized	Filled	Open			
		1	1	0			

City Clerk

Job Title	Employee Name	Authorized Positions	Filled Positions	Open Positions	Step	Status
City Clerk	-	1	0	1	0	FT
City Clerk Total		Authorized	Filled	Open		
		1	0	1		

Finance

Job Title	Employee Name	Authorized Positions	Filled Positions	Step	Status
Finance Manager	-	1	1	9	FT
Payroll Generalist	-	1	1	5	FT
Account Clerk I	-	1	1	7	FT
Account Clerk I	-	1	1	9	FT
Account Clerk III	-	1	1	8	FT
Account Clerk III	-	1	1	5	FT
Finance Total		Authorized	Filled		
		6	6		

Human Resources

Job Title	Employee Name	Authorized Positions	Filled Positions	Open Positions	Range	Step	Status
HR & Risk Management Director	-	1	1	0	60	2	FT
Human Resource Generalist	-	1	1	0	52	2	FT
Human Resources Total		Authorized	Filled	Open			
		2	2	0			

Housing

Job Title	Employee Name	Authorized Positions	Filled Positions	Open Positions	Range	Step	Status
Housing Manager	-	1	1	0	27	6	FT
PT Maintenance Worker I	-	1	0	0	23	2	PT
Housing Total		Authorized	Filled	Open			
		2	1	0			

Parks & Recreation

Job Title	Employee Name	Authorized Positions	Filled Positions	Open Positions	Step	Status
Park & Recreation Coordinator	-	1	1	0	1	FT
Rec Aide	-	1	1	0	6	PT
Parks & Recreation Total		Authorized	Filled	Open		
		2	2	0		

Planning

Job Title	Employee Name	Authorized Positions	Filled Positions	Open Positions	Step	Status
Administrative Secretary	-	1	1	0	7	FT
Planning Total		Authorized	Filled	Open		
		1	1	0		

Golf Course

Job Title	Employee Name	Authorized Positions	Filled Positions	Open Positions	Range	Step	Status
Golf Course Manager	-	1	1	0	36	4	PT
Shop Attendants	-	1	1	0	14	6	PT
Shop Attendants	-	1	1	0	14	6	PT
General Service Worker	-	1	1	0	14	6	PT
General Service Worker	-	1	1	0	14	6	PT
General Service Worker	-	1	1	0	14	6	PT
Golf Course Total		Authorized	Filled	Open			
		6	6	0			

Public Works

ADMINISTRATION

Job Title	Employee Name	Authorized Positions	Filled Positions	Open Positions	Range	Step	Status
Public Works Director	-	1	1	0	56	7	FT
Administrative Clerk	-	1	1	0	19	6	FT
Total Public Works Administration		2	2	0			

DIAL A RIDE

Job Title	Employee Name	Authorized Positions	Filled Positions	Open Positions	Range	Step	Status
DAR Lead Driver	-	1	1	0	30	3	FT
DAR Dispatch/Driver	-	1	1	0	19	4	FT
DAR Dispatch/Driver	-	1	1	0	19	4	FT
Total Dial a Ride		3	3	0			

FACILITIES & GROUNDS

Job Title	Employee Name	Authorized Positions	Filled Positions	Open Positions	Range	Step	Status
Maintenance Worker I	-	1	1	0	23	1	FT
Total Facilities & Grounds		1	1	0			

SHOP/GARAGE

Job Title	Employee Name	Authorized Positions	Filled Positions	Open Positions	Range	Step	Status
Heavy Equipment Mechanic	-	1	1	0	29	6	FT
Total Shop & Garage		1	1	0			

WATER DEPARTMENT

Job Title	Employee Name	Authorized Positions	Filled Positions	Open Positions	Range	Step	Status
Pumping Operator III	-	1	1	0	55	9	FT
Water Operator Supervisor	Vacant	1	0	1	55	0	FT
Distribution Operator II	-	1	1	0	33	4	FT
Distribution Operator II	-	1	1	0	33	2	FT
Maintenance Worker I	-	1	1	0	23	9	FT
Maintenance Worker I	-	1	1	0	23	9	FT
Maintenance Worker I	-	1	1	0	23	6	FT
Maintenance Worker I	-	1	1	0	23	5	FT
Maintenance Worker I	-	1	1	0	23	7	FT
Maintenance Worker II	-	1	1	0	27	8	FT
Total Water		10	9	1			
WASTE WATER TREATMENT							
Job Title	Employee Name	Authorized Positions	Filled Positions	Open Positions	Range	Step	Status
WWTP Plant Operator	-	1	1	0	38	8	FT
WWTP OIT	-	1	1	0	23	4	FT
WWTP OIT	Vacant	1	0	1	23	0	FT
Total Waste Water Treatment		3	2	1			
STREET DEPARTMENT							
Job Title	Employee Name	Authorized Positions	Filled Positions	Open Positions	Range	Step	Status
Street Lead	-	1	1	0	55	2	FT

Heavy Equipment Operator I	-	1	1	0	27	6	FT
Maintenance Worker I - Roads	-	1	1	0	23	4	FT
Maintenance Worker I - Roads	-	1	1	0	23	2	FT
Maintenance Worker I - Roads	-	1	1	0	23	5	FT
Total Street Department		5	5	0			
Public Works Totals		Authorized	Filled	Open			
		25	20	2			

Fire Department

Job Title	Employee Name	Authorized Positions	Filled Positions	Open Positions	Range	Step	Status
Fire Chief/Public Safety Director	-	1	1	0	80	6	FT
Deputy Fire Marshall	-	1	1	0	83	6	FT
Administrative Assistant	-	1	1	0	53	8	FT
Public Safety Admin Total		3	3	0			
Job Title	Employee Name	Authorized Positions	Filled Positions	Open Positions	Range	Step	Status
Fire Captain	-	1	1	0	83F	8	FT
Fire Captain	-	1	1	0	83F	4	FT
Fire Captain	-	1	1	0	83F	8	FT
Fire Captain Total		3	3	0			
Job Title	Employee Name	Authorized Positions	Filled Positions	Open Positions	Range	Step	Status
Fire Engineer	-	1	1	0	78F	5	FT
Fire Engineer	-	1	1	0	78F	6	FT
Fire Engineer	-	1	1	0	78F	5	FT
Fire Engineer Total		3	3	0			
Job Title	Employee Name	Authorized Positions	Filled Positions	Open Positions	Range	Step	Status
Firefighter/Paramedic	-	1	1	0	73F	6	FT
Firefighter/Paramedic	-	1	1	0	73F	1	FT
Firefighter/Paramedic	-	1	1	0	73	5	FT

Firefighter/Paramedic	-	1	1	0	73	6	FT
Firefighter/Paramedic	-	1	1	0	73	4	FT
Firefighter/Paramedic	Vacant	1	0	1	73	0	FT
Firefighter/Paramedic Total		6	5	1			
Job Title	Employee Name	Authorized Positions	Filled Positions	Open Positions	Range	Step	Status
Code Enforcement	-	1	1	0	34P	2	FT
Code Enforcement	vacant	1	0	1	34P	0	FT
Code Enforcement Total		2	1	0			
Fire Total		Authorized	Filled	Open			
		17	15	1			

OHV

Job Title	Employee Name	Authorized Positions	Filled Positions	Open Positions	Range	Step	
OHV Manager	-	1	1	0	53	5	FT
OHV Clerk	-	1	1	0	19	7	FT
OHV Clerk Typist	-	1	1	0	19	2	PT
Heavy Equipment Opr I	-	1	1	0	27	4	FT
Maintenance Worker I	-	1	1	0	23	2	FT
General Service Worker	-	1	1	0	14	6	FT
General Service Worker/Park Aide	-	1	1	0	10	6	PT
General Service Worker/Park Aide	-	1	1	0	10	6	PT
General Service Worker/Park Aide	-	1	1	0	10	6	PT
General Service Worker/Park Aide	-	1	1	0	10	6	PT
OHV Total		Authorized	Filled	Open			
		10	10	0			

Police Department

Job Title	Employee Name	Authorized Positions	Filled Positions	Open Positions	Range	Step
Police Chief/Director of Public Safety	-	1	1	0		0
Lieutenant	-	1	1	0	76	5
Records Clerk	-	1	1	0	19	8
Administrative Assistant	-	1	1	0	53	8
Total Police Department Administration		4	4	0		
Job Title	Employee Name	Authorized Positions	Filled Positions	Open Positions	Range	Step
Sergeant	-	1	1	0	75	2
Sergeant	-	1	1	0	75	5
Special Investigator	Vacant	1	0	1		
Sargeant & Special Investigator Total		3	2	1		
Job Title	Employee Name	Authorized Positions	Filled Positions	Open Positions	Range	Step
Police Officer	-	1	1	0	74	8
Police Officer	-	1	1	0	74	3
Police Officer	Vacant	1	0	1	74	0
Police Officer	-	1	1	0	74	5
Police Officer	-	1	1	0	74	3
Police Officer	-	1	1	0	74	1
Police Officer	-	1	1	0	74	7
Police Officer	-	1	1	0	74	5

Police Officer	Vacant	1	0	1	74	0
Police Officers Total		9	7	2		
Job Title	Employee Name	Authorized Positions	Filled Positions	Open Positions	Range	Step
Animal Control Supervisor	-	1	1	0	33P	4
GSW-Kennel Worker	-	1	1	0	14	6
Total Animal Control		2	2	0		
Job Title	Employee Name	Authorized Positions	Filled Positions	Open Positions	Range	Step
CSO II	-	1	1	0	28	8
CSO/Jailer TOTAL		1	1	0		
Job Title	Employee Name	Authorized Positions	Filled Positions	Open Positions	Range	Step
Dispatcher I	-	1	1	0	23	2
Dispatcher I	-	1	1	0	23	7
Dispatcher I	-	1	1	0	23	9
Dispatcher I	-	1	1	0	23	9
Dispatcher I	-	1	1	0	23	7
Dispatcher Total		5	5	0		
Police Total		Authorized	Filled	Open		
		23	22	1		

Public Records Requests

- After several attempts, unable to obtain the information from the City Clerk. This item shall be passed along to the new City Manager upon his arrival.

Congressman Meet and Greet

Congressman Obernolte will be holding a community coffee event on February 22, 2025 at the California Art and Community Building between the hours of 2pm and 5pm. This event is open to the public and all are encouraged to attend to learn more about the political action taking place on your behalf by your elected official.

That concludes my report.

Dr. Justin Vincent, DPA

Acting City Manager- Director of Public Safety

COUNCIL AGENDA ITEM

February 11, 2025

TO: Mayor and City Council

FROM: Dr. Justin Vincent- Acting City Manager

SUBJECT: Camera security system for the Public Works Yard

SUMMARY/ DISCUSSION:

The City of California City Public Works Yard has been vandalized multiple times over the last six months. This increasing amount of crime has negatively impacted on the general fund and the ability of our staff to effectively carry out their duties. It is crucial that the city take action to bring a higher level of security to the public works area. Last year, AES solar donated \$25,000.00 in one-time funds to be utilized to address our security issue at the public works yard.

City staff have met with multiple companies and have broken down the services and costs in the following charts. Some services are a stan alone cost, while others require on-going monthly costs that would have to pay out of the general fund.

Service Provider	Cameras	Scene Lighting	Red/blue Warning Lights	Verbal Command Function	Annual Subscription Cost	Dispatch Monitoring Capable	Total cost
AMTEC Security	14	No	No	No	(1,998.64)	Yes	27,229.30
SSD Alarm	14	No	No	Yes	(35,100)	Yes	(60 Month term) 184,000.00
Vivint	13	Yes	No	Yes	(1,835.28)	Yes	12,619.08
Digitech	13	Yes	Yes	Yes	0	Yes	17,615.00
LVT	4	Yes	Yes	Yes	(25,140.00)	Yes	27,140.00
Diamond IT	9	Yes	Yes	Yes	0	Yes	31,015.48

FISCAL IMPACT: Depending on the selected provider, the fiscal impact on the city can vary greatly. Should the council select a provider that has no annual costs, the fiscal impact to the city would be the start-up cost minus the 25,000-dollar donation money from AES Solar. Should the council select a company with annual subscription costs, there would be significant general fund obligation annually during the term of the contract, minus the 25,000-dollar donation money from AES Solar.

RECOMMENDATION: Staff are recommending that the City Council select a security solution for the public works yard that is fiscally prudent, in order protect city assets and lower the burden on the general fund. After a thorough review, the system by Digitech would provide adequate camera coverage, provide an audible siren deterrent with flashing red/blue lights, have no annual fees, have direct access and monitoring to CCPD dispatch as well as the Director of Public Works, and will be able to completely paid for by the donated funds from AES. City Council should direct the Acting City Manager to move forward and contract with the selected provider as soon as possible to limit future damage and losses at the public works yard.

<p>City Manager Approval (Initial): _____</p> <p>City Attorney Approval (Initial): _____</p> <p>Finance Manager Approval (Initial): _____</p>	<p style="text-align: center;"><i>(Select Category)</i></p> <p>Departmental Reports (DR) _____</p> <p>Consent Calendar (CC) _____</p> <p>City Manager Report (CMR) _____</p> <p>Continued Business (CB) _____</p> <p>New Business (NB) _____</p>
--	---

RESOLUTION NO.24-3104

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY TO ACCEPT THE BASE BID AS SUBMITTED BY WESTROCK GENERAL ENGINEERING FOR THE REDWOOD BLVD. FROM 560-FT EAST OF HACIENDA BLVD. TO 98TH STREET – CML – 5399 (029) PROJECT IN THE AMOUNT OF \$816,816.00 AND AUTHORIZING THE CITY MANAGER TO SIGN AND EXECUTE THE CONSTRUCTION AGREEMENT, ALLOCATE FUNDS FOR THE BASE BID, AND UP TO \$204,204.00 FOR CONTINGENCY, CONSTRUCTION MANAGEMENT AND MATERIALS SAMPLING & TESTING.

WHEREAS, on Thursday, January 9, 2025, sealed bids were opened for this project; and

WHEREAS, a total of seven bids were received and the results are as follows:

Bidder	Base Bid	Bid Option 1
Westrock General Engineering	\$816,816.00	\$131,508.00
RC Becker	\$983,408.03	\$124,202.00
Griffith Company	\$992,735.00	\$175,344.00
Burtch Construction	\$1,079,514.46	\$269,153.04
Bowman Asphalt	\$1,115,994.00	\$175,344.00
Nagle Earthworks	\$1,141,536.00	\$146,120.00
Granite Construction	\$1,474,216.00	\$350,688.00

WHEREAS, the bids were reviewed and analyzed by the engineering firm BHT Engineering, Inc., for a recommendation of the lowest responsible and responsive bidder Westrock General Engineering with a Base Bid of \$816,816.00 was recommended as the lowest responsive and responsible bidder; and,

WHEREAS, an amount of \$204,204.00 or twenty-five percent (25%) of the \$816,816.00 bid amount is needed for construction contingencies (10%) and Construction Management and Materials Sampling and Testing (15%); and,

WHEREAS, the City Council of the City of California City agrees to the terms and conditions of the proposed construction agreement; and

NOW, THEREFORE, BE IT RESOLVED THAT: the City Council of the City of California City does hereby:

1. Authorizes the award of a Construction Agreement to Westrock General Engineering, for the Redwood Blvd. from 560-ft East of Hacienda Blvd. to 98th Street – CML – 5399 (029) Project, in the Amount of \$816,816.00.
2. Authorizes the City Manager to execute the Construction Agreement.
3. Allocates funds of \$204,204.00 for up to \$81,682.00 for the 10% contingency; and up to \$122,522.00 for the 15% Construction Management and Materials Sampling and Testing.

PASSED, APPROVED, AND ADOPTED on this 11th day of February 2025 by the following roll call vote:

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 11th of February 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 11th day of February 2025.

Leandrea Weible
Acting City Clerk

AYES:

NOES:

ABSENT:

ABSTAIN:

Marquette Hawkins,
Mayor

ATTEST:

Leandrea Weible
Acting City Clerk

STATE OF CALIFORNIA }
COUNTY OF KERN } SS
CITY OF CALIFORNIA CITY }

CERTIFICATION

I, Leandrea Weible, Acting City Clerk of the City of California City, do hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of California City on the 11th day of February 2025,

Leandrea Weible
Acting City Clerk



4075 Schaefer Ave, Chino, CA, 91710
 800-609-2527
 Website: www.amtecsecurity.com
 Email: billing@amtecsecurity.com

CUSTOMER ESTIMATE NO. 5235

California City
 7800 Moss Ave
 California City CA 93505

Created Date: 8/20/2024
Date: 9/24/2024
Valid For: 30 Day(s)
Site: 7800 Moss Ave California City
Salesperson: Jeffrey Torok

Avigilon Alta Camera System:

Camera Equipment:

This section is for 14 cloud based Avigilon Alta cameras with 30-days of recording and 5MP.

Dome- W-5MP-30	Dome White - 5MP - 30 days	14.00	\$983.22	\$13,765.08
			Total	\$13,765.08
			Incl. Tax of	\$0.00

Camera License:

1-year of cloud access with cloud backup, automatic updates, continues health monitoring, video analytics, and notifications.

AVA AWA- CLD-1Y	Ava Aware License 1 year	14.00	\$142.76	\$1,998.64
			Total	\$1,998.64
			Incl. Tax of	\$0.00

Camera Network:

POE switch and necessary terminations for 14 cameras.

TL- SG1218MPE	18-Port Gigabit Easy Smart Switch with 16-Port PoE+	1.00	\$261.24	\$261.24
			Total	\$261.24
			Incl. Tax of	\$0.00

Camera Cable:

Cable to install 14 cameras.

Wavenet 09W-350EA4-4 PLATINUM 202010J	Wavenet 09W-350EA4-4 Cat5E Yellow Riser Cable 350MHz 1000' Box PLATINUM 202010J CAT6+ CONN 100/JAR *PM=MOD PLUG RJ45 8C C6	3.00	\$144.38	\$433.14
		36.00	\$1.70	\$61.20
			Total	\$494.34
			Incl. Tax of	\$0.00



4075 Schaefer Ave. Chino, CA. 91710
 800-609-2527
 Website: www.amtecsecurity.com
 Email: billing@amtecsecurity.com

CUSTOMER ESTIMATE NO. 5235

Labor:

AM-TEC will run cable to 14 cameras, install cameras, do all configuration, connect system to customers internet, and provide training.

Scissor Lift (1 Day Use)	2.00	\$150.00	\$300.00
Travel and per diam.	1.00	\$1,500.00	\$1,500.00
PW LA Labor			\$8,910.00
		Total	\$10,710.00
		Incl. Tax of	\$0.00

- Please respond to SALES@AMTECSECURITY.COM with a confirmation of acceptance if you would like to proceed.
- Please verify with your local authority if you will require a permit.
- Note that any unexpected condition or exception beyond the standard scope of installation will/may require a change order.

Labor	\$9,210.00
Materials	\$18,019.30
Total	\$27,229.30
Incl. Tax of	\$0.00



SSD Alarm

City of California City
7800 Moss Ave.
(MAINTENANCE YARD)
California City, CA 93505

9/24/2024

163756B

Jennifer Guzman,

Thank you for the opportunity to meet and discuss your needs.

I have developed this proposal based on your specific concerns and requirement. As these are the basis for a successful design, I have summarized key points as I understood them.

Key Points

- UPDATED 9/24 - To include 4 additional monitored cameras at Northwest office and 2 additional cameras in fuel area.
- Installation of new camera system with AI monitoring included.
- This commercial grade camera system deploys AI monitoring when armed. Effectively turning each camera into a virtual guard.
- When system is armed, if a person or vehicle is detected, SSD monitoring center will view the scene and engage the suspect via IP speaker to detour potential losses from happening.
- During activation, SSD will view footage and notify customer and authorities of video verified crime in progress.
- This system can be armed/disarmed via schedule and/or via smart phone app.
- While system is disarmed, it functions as a normal camera system.
- Full service plan is included for entire system.
- Prevailing wage is included for this project.

Please let me know if you feel I have missed anything pertinent to your needs or if you would like to add to this list. I look forward to working with you to create a winning solution. If you have any questions about the following proposal, please don't hesitate to contact me.

Sincerely,

Nick Mihalopoulos
Security & Fire Consultant
661-316-9118
nmihalopoula@ssdalarm.com

Preventing Loss • Protecting Lives • Since 1968



SSD Alarm

EXCLUSIONS AND CLARIFICATIONS

- Should subscriber choose to have SSD Systems install the remote viewing software on the subscriber provided computer/server, SSD will not be responsible for said computer/server, software or data. Subscriber shall also make arrangements to have this computer available for the technician at the time of the installation. SSD Systems recommends that subscriber make arrangements to have their own computer personnel load this software on the computer to avoid any possible problems that may result from the installation of this software.
- Camera protection is not intended to provide coverage beyond a limited field of view. Subscriber understands multiple cameras, special lenses and increased lighting may be needed in order to simultaneously get a close up detailed picture with a wide angle picture. SSD has no control over conditions that may affect the video quality and resolution such as equipment capability, lighting, weather, distance, angle of view, blockage, power, mounting height, etc.
- Subscriber will be responsible to set aside two hours for training on the Digital Video Recorder System. Any additional time or training will be done on an hourly basis
- Customer to provide network drop at recorder
- Video system may require you to add more bandwidth for viewing the video through a computer onsite or offsite, or through a smart phone App.
- Customer will be responsible for providing IT support for Firewall and Port opening on their network.
- This proposal is valid for 60 days.
- Any required lift is excluded and billed separately.
- AI detection requires sufficient lighting. It is the customers responsibility to ensure proper lighting is available at night.

EQUIPMENT LIST

CCTV System

<u>Qty</u>	<u>Description</u>
1	UPS BACK UP - OFFICE
1	NETWORK VIDEO RECORDER - OFFICE
5	DOME CAMERA - OFFICE TRAILER
1	ENCLOSURE - MAINTENANCE SHOP
1	UPS BACK UP - MAINTENANCE SHOP
1	POE SWITCH - MAINTENANCE SHOP
1	PEER TO PEER -MAINTENANCE SHOP
2	DOME CAMERA - MAINTENANCE SHOP
1	UPS BACK UP - NORTH WEST OFFICE
1	POE SWITCH - NORTH WEST OFFICE
4	DOME CAMERA - NORTH WEST OFFICE
2	DOME CAMERA - FUEL AREA

Preventing Loss • Protecting Lives • Since 1968



SSD Alarm

- 1 PEER TO PEER BRIDGE - FUEL AREA
- 1 POE SWITCH W/ ENCLOSURE - FUEL AREA
- 13 MOUNTING HARDWARE
- 1 INITIAL TRAINING
- 1 INITIAL PROGRAMMING
- 1 INITIAL CLIENT APP SET UP
- 1 INITIAL TRAVEL TIME
- 1 INITIAL LAN/WAN SET UP

Other Equipment

<u>Qty</u>	<u>Description</u>
1	AI ENCLOSURE - OFFICE TRAILER
1	VERIFI BRIDGE - OFFICE TRAILER
1	AI MODULE - OFFICE TRAILER
1	POE SWITCH - OFFICE TRAILER
1	IP SPEAKER - OFFICE TRAILER
1	IP SPEAKER - NORTH WEST OFFICE
11	ENGAGE CAMERA MONITORING

INVESTMENT SUMMARY

SSD PROVIDED SYSTEM

Term	60 months
Installation Fee	\$8,500.00
Monthly Fee	\$2,925.00

SERVICES

Video Verification	Included
SPS Bundle	Included

The SSD Provided System (SPS) is covered for all repairs and service, excluding damage or human error. If any part of the system cannot be repaired and is no longer available, it will be replaced with equipment having at least the same quality and performance at no charge. Covered service will be provided 8:00am - 4:00pm, excluding weekends and holidays. Lift fee and batteries for wireless devices are excluded. When the entire system is SPS any false alarms resulting in a fine caused by a SPS malfunction will be reimbursed by SSD. The SPS includes remote code changes at no charge for monitored systems that can be connected to remotely by the SSD monitoring center. SPS includes the SSD elink online account information system.

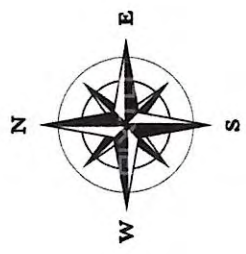


CCTV PLAN

**CITY OF CALIFORNIA CITY
 MAINTENANCE YARD
 7800 MOSS AVE.
 CALIFORNIA CITY, CA 93505
 UPDATED DESIGN 9/24/24**

VIDEO SURVEILLANCE

- NVR** Network Recorder
- DVR** Digital Recorder
- POE** POE Switch
- PS** Power Supply
- PP** Patch Panel
- 2** 2MP Camera
- 4** 4MP Camera
- 5** 5MP Camera
- 8** 8MP Camera
- 180°** 180° Camera
- 360°** 360° Camera
- MS** Multi-Sensor Camera
- MON** Monitor
- VIC** Video Intercom
- IC MON** Intercom Monitor
- IP SPEAKER** IP SPEAKER



These proposed zones will be adjusted for effectiveness during installation to best view desired areas.
 Red: Recorded, monitored Zone Blue: Recorded, non monitored zone

Digitech

Lic# ACO-7248
 42263 50th Street West # 422
 Quartz Hill, CA 93536
 Phone:661-722-3344
 License # ACO-7248

Estimate

Date	Estimate #
2/6/2025	2480

Name / Address
California City Police Department Justin Vincent 7800 Moss Ave California City CA 93505

Project

Description	Qty	Rate	Total
CCTV Estimate All cameras will be programmed to send notification at specified/programmed times, can be monitored off-site with notification for perimeter security program computers at office (police) also, programmed to cell phone for designated office staff. (police)			
1- 16 channel Dahua NVR with 24 terabyte hard drive. Approximately 30 days record time (depending on the settings) Selectable recording modes. (Continuous, motion, schedule and event) Remote viewing on cell phones and computer	1	1,600.00	1,600.00
Cameras: 2- 8 Megapixel Turret starlight cameras WDR (Wide Dynamic Range) High Definition Infrared illuminators (night vision) Water-proof, & Completely dust tight, Ability to withstand extreme weather conditions Tamper resistant	2	250.00	500.00
Cameras: 10 - 8 Megapixel TIOC active deterrent cameras Lights and siren High Definition Infrared illuminators (night vision) Water-proof, & Completely dust tight, Ability to withstand extreme weather conditions Tamper resistant	10	375.00	3,750.00
		Total	

Digitech

Lic# ACO-7248
 42263 50th Street West # 422
 Quartz Hill, CA 93536
 Phone:661-722-3344
 License # ACO-7248

Estimate

Date	Estimate #
2/6/2025	2480

Name / Address
California City Police Department Justin Vincent 7800 Moss Ave California City CA 93505

Project

Description	Qty	Rate	Total
Cameras: 3- 4 Megapixel 25 zoom TIOC active deterrent PTZ cameras Tracking cameras High Definition Infrared illuminators (night vision) Water-proof, & Completely dust tight, Ability to withstand extreme weather conditions Tamper resistant	3	1,100.00	3,300.00
3-- Parapit mounts for cameras	3	125.00	375.00
2- Pairs network bridges	4	175.00	700.00
1- 5 Channel POE network power cable	1	95.00	95.00
1- 10 Channel POE power cable	1	170.00	170.00
Monitor: 1- 24" monitor with wall mount	1	300.00	300.00
3- Boxes CAT53 data cable	3	130.00	390.00
1- 120 volt plug at back pole with conduit 1/2 "	1	300.00	300.00
1- Box RJ45 clips	1	55.00	55.00
1- 12 x 10 weather- proof box	1	80.00	80.00
Labor: 30day warranty on labor	1	6,000.00	6,000.00
1- year warranty on parts 50% deposit upon approval Balance due at project completion If paying with credit card please add 3.5% (\$616.25)			

Estimate is valid for 90 days. Authorizing Signature: _____ Date: _____	Total \$17,615.00
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D3 SECURITY

DISCOVER, DETER, DEFEND

KEY FEATURES

- Cloud-based automated alerts (email, SMS)
- Active deterrence (flood light, two-way speaker, strobe lights)
- Live streaming and 24/7 recording accessible through cellular connectivity
- Self-sufficient power management with tamper-resistant battery backup
- iOS and Android apps
- Optional live monitoring services



1. LOUDSPEAKER
2. ANTENNA
3. STROBE LIGHT (L)
4. STROBE LIGHT CENTER
5. STROBE LIGHT (R)
6. FLOOD LIGHT
7. EDGE CONTROLLER 2TBSSD (INSIDE)
8. TOOL-LESS INSTALLATION

The D3 Live Unit is a cutting-edge, cloud-based security system. It provides a turn-key mobile solution for perimeter detection, deterrence, and alert-based monitoring. It is completely portable and is easy to deploy, relocate, or remove because it does not require hardwired connections. Instead, The D3 Live Unit combines solar power and batteries with cellular connectivity and proprietary software to protect your property.

TECHNICAL SPECIFICATIONS

WEIGHT	1,900 lbs
SUSPENSION	3,500 lbs axle & springs
TIRE SIZE	13"
POWER	24 V DC @ 24 watts (disarmed) @ 36 watts (armed) @ 100 watts (max, floodlight on)
SOLAR GENERATION	800 watts
BATTERY CAPACITY	460 AH

MEASUREMENTS

	LENGTH	WIDTH	HEIGHT
DEPLOYED	103"	96"	264"
TRANSPORT	100"	68"	102"
TOW	135"	68"	102"



MSLA SCHEDULE

This **Schedule**, including the attached **Quote**, together with the LiveView Technologies, Inc. ("LVT") Master SaaS and Service Level Agreement ("**MSLA**"), which is available at <https://www.lvt.com/msla>, sets forth the terms and conditions under which LVT will provide City of California City ("**Customer**") with the products and services set forth on the Quote below ("**Services**").

By executing this Schedule, Customer agrees to subscribe to the Services and to be bound by the terms and conditions of the MSLA. The MSLA is legally binding on Customer and Customer's end users and governs their subscription to and use of the Services. Customer should carefully read the MSLA before executing and submitting this Schedule. This Schedule and the MSLA will not be binding on LVT until LVT confirms acceptance by executing this Schedule.

The person executing and submitting this Schedule hereby represents and warrants to LVT that they have the legal authority to bind the Customer to the Schedule and MSLA. Upon LVT's acceptance of this Schedule, this Schedule and the MSLA represent the entire agreement between the Customer and LVT regarding the provision of Services by LVT to Customer.

Agreed and Accepted on _____
City of California City

Agreed and Accepted on _____
LiveView Technologies, Inc.

 [Signature]

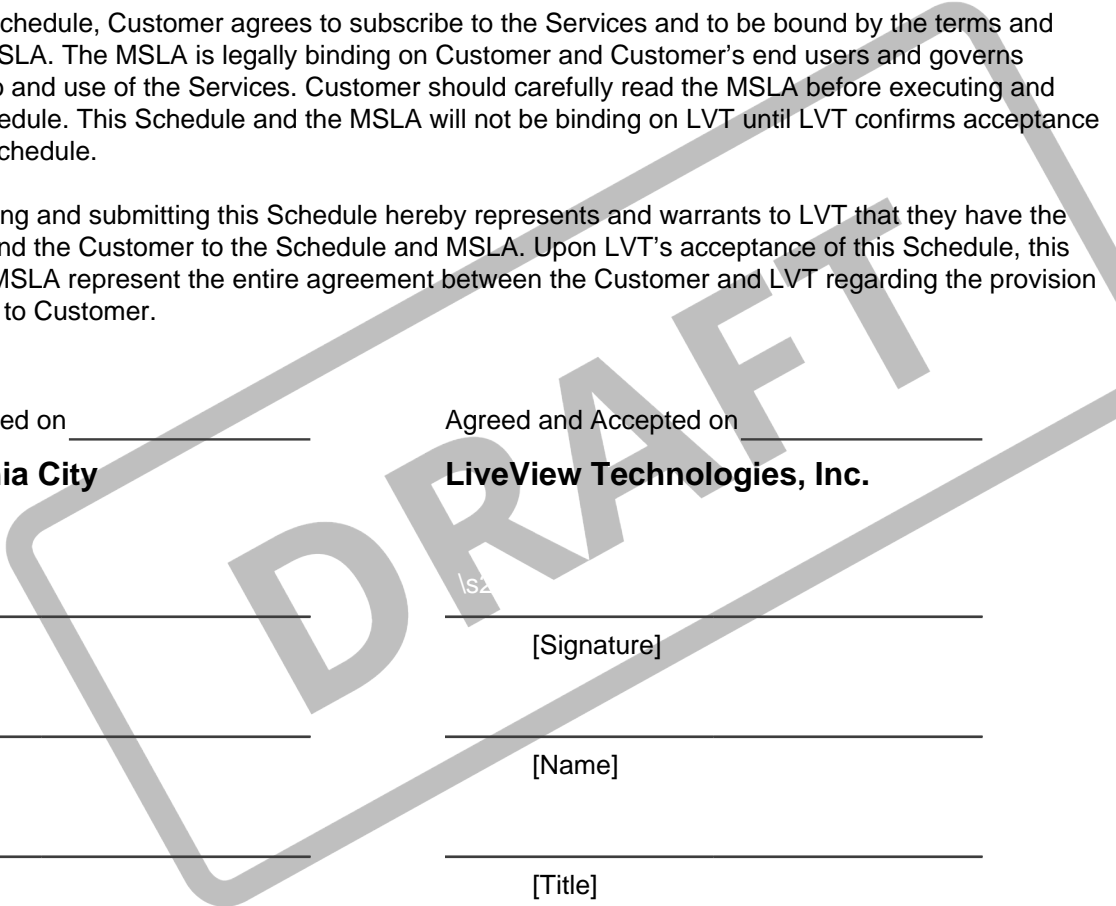
 [Signature]

 [Name]

 [Name]

 [Title]

 [Title]





802 E 1050 S
 American Fork, UT 84003
 Phone: (801) 221-9408
 DUNS Number: 196941160
 Federal Tax ID (EIN): 20-2350309
 Email: ar@lvt.com

Order Form #: Q-28254
Date: 1/23/2025
Expires On: 2/22/2025
Payment Terms: Net 30

Subscription Details
Subscription Term (Months): 12
MSA: Online MSLA
Start Date: 1/23/2025
End Date:
 The period between the Start Date and End Date is the "Term".

Company:
 City of California City
 Marquette Hawkins
 21000 Hacienda Blvd
 California City, California 93505
 United States

Prepared By:
 Greg Mills
 Strategic Account Manager - SLED
 greg.mills@lvt.com

Group1					
	MSRP	QTY	Monthly Total / unit	Term Total / unit	Contract Total
Subscription - Prepaid	\$3,495.00	1.00	\$2,095.00	\$25,140.00	\$25,140.00
Mobile Mounting Structure - Solar - White	\$0.00	1.00	\$0.00	\$0.00	\$0.00
Setup Fee	\$500.00	1.00	\$0.00	\$500.00	\$500.00
Shipping Fee	\$1,500.00	1.00	\$0.00	\$1,500.00	\$1,500.00
Subtotal (pre-tax):	\$5,495.00			\$27,140.00	\$27,140.00

Quote Total:
Pre-Tax Quote Total: \$27,140.00

Marketing Terms

Customer agrees to collaborate with LVT on the following marketing initiatives with the customer pre-approval:

- be mentioned in a welcome message as a new LVT customer on LVT's social media sites (e.g., Facebook, Instagram, LinkedIn, X)
- allow LVT to use Customer's logo and name on LVT's websites and marketing materials
- assist LVT with non-public, peer-to-peer reference calls
- participate in press and industry analyst briefings
- select LVT marketing events (i.e., webinars, panels, trade shows, etc.)
- as a case study reference

Equipment Relocation/Shipping Costs

Both offsite and onsite relocations are subject to a relocation setup fee of \$400.00 plus applicable shipping.

Data Usage Charges

All quoted prices are listed pre-tax. LVT will make the Services available through the use of cellular data connectivity. Unless otherwise agreed to in writing, customer will have access to 5 gigabytes of cellular data per month for a standard LVT Omni unit. Customer will have access to 15 gigabytes of cellular data per month for a LVT D3 security unit. Data usage will be reset to zero on the first day of each month. Customers who go over their data usage will be charged \$10.00 per gigabyte.

DRAFT

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
LiveView Technologies Inc

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.
 Individual/sole proprietor C corporation S corporation Partnership Trust/estate
 LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____
Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.
 Other (see instructions) _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____
(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____

5 Address (number, street, and apt. or suite no.). See instructions. **PO Box 971205**
 Requester's name and address (optional)

6 City, state, and ZIP code **Orem, UT 84097**

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

			-						
--	--	--	---	--	--	--	--	--	--

or

Employer identification number

2	0	-	2	3	5	0	3	0	9
---	---	---	---	---	---	---	---	---	---

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person _____ Date **4/1/24**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



We have prepared a quote for you

Public Works Camera System - Phase 1

Quote # 007104

Version 6

Prepared for:

City of California City

Latisha Lamberth

llamberth@californiacity-ca.gov

Thursday, January 09, 2025

City of California City
Latisha Lamberth
21000 Hacienda Blvd
California City, CA 93505
llamberth@californiacity-ca.gov

Dear Latisha,

Following our discussion, I have prepared a proposal to implement the camera security system, which is currently in use at PD and City Hall, at the Public Works facility. The proposal has been adjusted to be implemented in phases to align with your budget. The first phase will include adding security cameras at the Admin office and Public Works Shop, as discussed. This phase is separated to allow the City the flexibility to add the desired audio deterrent system if the budget permits.

Also, as discussed, payment terms for this project will be:

- 100% hardware will be billed at signing - \$15,297.60
- 50% labor due at signing \$7,858.94
- Balance of labor due at project completion - \$7,858.94

Please review the proposal, and if you approve, kindly sign the authorization page to approve our proposed solution. If you have any questions, feel free to reach out.

Sincerely,

Cody Cooper
VCIO/VCISO
DiamondIT

Executive Summary

Business and Technical Objectives

The City of California City Public Works Department, Public Works Yard has had multiple thefts and break-ins, increasing in frequency this year. By implementing a comprehensive surveillance solution, the city aims to safeguard valuable equipment, materials, and infrastructure, ensuring continuity in public services and minimizing the financial impact of stolen assets. The camera system will help reduce the costs associated with security personnel and insurance premiums by providing a more reliable, automated means of monitoring the yard. Additionally, the system will act as a deterrent to potential criminals, thereby improving the overall safety and operational efficiency of the yard.

The technical objectives of the new camera system include the installation of high-resolution cameras with night vision capabilities to ensure 24/7 surveillance, even in low-light conditions. The system will also incorporate motion detectors that can detect unauthorized movement within critical areas of the yard. These detectors will trigger an alarm, alerting staff and security personnel in real-time to potential security breaches. The cameras and sensors will be integrated into the current centralized monitoring platform in use at Cal City Police Department and Cal City City Hall, allowing for remote access and live video feeds. Furthermore, the system will be designed for scalability, enabling the addition of more cameras or sensors in the future as security needs evolve. Finally, the system will also be installed with outdoor speakers to create a loud siren to act as a deterrent for any trespassers.

In consideration of City of California City's IT budget, the decision was made to limit the scope of the camera installation to only the Administrative and Shop buildings. However, the camera system is scalable, so as the city's budget grows, the city will have the opportunity to install additional cameras throughout the Public Works yard.

Within Scope / Out of Scope

The project estimate includes items listed in the Project Plan section of the Scope of Work. Items listed in the Project Plan are considered within scope for this Project and Statement of Work. Any items that are completed during the scheduled project time that is not within the scope will be billed separately per the Managed Services Agreement Service Attachment ("SA"). If no Managed Service Agreement exists, any work outside of the Initial Project Plan will require a change order to be completed prior to proceeding. Any amendments to the original Statement of Work will be completed as necessary. Any items not specifically listed as part of the project plan are considered out of the scope of this estimate.

Project Plan

Below are high level procedures that will be undertaken to complete this project.

Hardware Preparation

- Physically prepare and assemble all equipment
- Configure portal and register all equipment
- Apply all licensing and prepare for installation

Administration Building

- Mount 4 Cameras on the exterior corners of the building.
- Install a managed network switch for all cameras
- Install an audio gateway and amplifier inside network cabinet
- Mount outdoor speaker to 20ft tower mast

Executive Summary

Run speaker cabling from amplifier to speaker

Public Works Shop

Mount 5 cameras on the exterior walls of the building.

System Configuration

Create all locations

Label and aim all cameras

Create policies and notifications to notify Public Works and Police Department

Delegate access and train Public Works and Police Department personnel

Special Requirements

If downtime is necessary that cannot be accommodated during business hours, we may need access to the Client's office outside of regular business hours for project completion. After-hours times will be agreed upon and coordinated between the Diamond IT team and the appropriate Client personnel prior to scheduling the work. Location Tasks associated with this project will be completed remotely when possible. Any onsite times will be agreed upon and coordinated between the Diamond IT team and the appropriate Client personnel prior to scheduling the work. Delays in access to the Client's office can cause delays in the project timeline.

Project Risks

Diamond IT Technical and Account Management Team have identified the following risks with and for this project that may impact both project cost and timeline.

Delays in gaining access to the existing environment will cause delays, and potentially increase in costs, for the migration project.

This project assumes Client staff will assist Diamond IT as needed in gaining access to systems and tools. Delays in response may push back the migration date of the project.

Unforeseen circumstances outside of the Client control or the control of Diamond IT, vendors, suppliers, or other parties.

The speaker, amplifier and camera system are from separate vendors. Significant attention and detail have been given to ensure all systems work together correctly based on vendor expertise. Issues or delays in audible speaker integrating with camera system are an unlikely but potential risk.

Project Assumptions

While putting together this project plan and scope, Diamond IT Technical and Account Management Teams have made the assumptions listed below. If these assumptions are invalid or are found to be invalid, this may cause further cost or timeline delays to project completion:

Diamond IT assumes downtime will be accommodated to complete this project as applicable and/or required.

Diamond IT assumes that all meetings and pre-migration consulting will be scheduled in a timely manner and decisions by Client on structure will be final.

Diamond IT assumes that access to all buildings will be provided in a timely fashion to accommodate project completion.

Project Timeline

Executive Summary

Once the project has been approved and agreed funding completed, a project kick-off meeting will be conducted, and initial timelines will be established. Once the project begins, delays and other risks may require completion dates to be postponed or changed. Additional costs may apply.

Acceptance Testing

Diamond IT will consider the project complete, send final invoicing, and close project after the following is complete:?

- 9 Camera feeds work correctly
- Motion sensing audible alarm works when triggered
- Notifications of motion detection work when triggered
- 1 Public Works employee and 1 Police Department employee have access to camera system

Shop

Description	Price	Qty	Ext. Price
8MP Security Camera with License	\$7,024.74	1	\$7,024.74
Shop Labor	\$4,701.65	1	\$4,701.65

Subtotal: \$11,726.39

Admin

Description	Price	Qty	Ext. Price
8MP Security Camera with License	\$7,184.18	1	\$7,184.18
Admin Labor	\$7,452.07	1	\$7,452.07

Subtotal: \$14,636.25

Audio Deterrent

Description	Price	Qty	Ext. Price
Audio/Visual Deterrent Hardware	\$338.50	1	\$338.50
Audio/Visual Deterrent Labor	\$3,564.16	1	\$3,564.16

Subtotal: \$3,902.66

Public Works Camera System - Phase 1

Prepared by:

DiamondIT

Cody Cooper
(661) 833-5600
Fax (661) 833-5608
ccooper@diamondit.pro

Prepared for:

City of California City

21000 Hacienda Blvd
California City, CA 93505
Latisha Lamberth
760-373-7377
llamberth@californiacity-ca.gov

Quote Information:

Quote #: 007104

Version: 6
Delivery Date: 01/09/2025
Expiration Date: 01/20/2025

Quote Summary

Description	Amount
Shop	\$11,726.39
Admin	\$14,636.25
Audio Deterrent	\$3,902.66

Subtotal: **\$30,265.30**

Estimated Tax: **\$750.18**

Total: **\$31,015.48**

Contract Summary

The enclosed materials are proprietary to Diamond Technologies Inc. ("DiamondIT"), and are therefore copyrighted material. The materials are presented for the purpose of agreement to services and may not be disclosed in any manner to anyone other than the addressee and employees or an authorized representative of the herein addressed firm hereafter referred to as "CUSTOMER". This Quote is time sensitive and are therefore considered firm for 30 days from date of quote.

Hardware/Software Purchases: Due to the fast-paced nature of technology and the unique needs of each project, DiamondIT does not typically stock Hardware and Software. Thus, all hardware and software orders require advance payment and will be ordered within one business day of payment being received unless otherwise noted in this proposal.

Returns may only occur with an RMA. RMA's may not be issued for all items. Assuming we are able to return the product to the distributor or manufacturer, a restocking fee will typically apply to allowed returns.

DiamondIT reserves the right to modify any of the enclosed or related details thereafter. This Quote and pricing outlined herein is only valid when purchased as a complete hardware, software, and service solution unless otherwise agreed to by the Account Manager in writing in the "Modifications" section of the Quote.

SUMMARY OF BASIC CONTRACT PROVISIONS ("SUMMARY")

1. Date of Contract (the "Effective Date"): The Contract is effective as of the date we first provide the services described herein.

2. Name and Address of DIAMONDIT ("DIAMONDIT"):

DIAMONDIT
8701 Swigert Ct.,
Bakersfield, California, 93311
(661) 833-5600
support@diamondit.pro

3. Name and Address of CUSTOMER (the "CUSTOMER"):

City of California City
21000 Hacienda Blvd
California City, CA, 93505
760-373-7377
llamberth@californiacity-ca.gov

4. Statement of Work (the "Work"): DIAMONDIT and CUSTOMER acknowledge and agree that DIAMONDIT is to provide CUSTOMER with the following WORK:

Project Services: Project Services are provided as scoped in the Statement of Work section of the Quote

5. Contract Documents (the "Contract Documents"):

- 5.1 This Summary.
- 5.2 The accompanying MSA Terms and Conditions of Contract.
- 5.3 The Addendum(s) referenced and acknowledged above in Section 4 entitled "Statement of Work".
- 5.4 The Quote(s) referenced and acknowledged below in Section 10.1.

6. Initial Contract Term and Renewal (the "Contract Term") Unless otherwise specified in the QUOTE SUMMARY, the Initial Contract Term shall be thirty-six (36) months. Upon the expiration of the Initial Contract Term of an Managed Services Agreement, Cloud Services Subscription, SaaS License, or Equipment Rental. The Agreement, Subscription, SaaS License and/or Equipment Rental will automatically renew for

Contract Summary

successive twelve (12) month Terms at the then current rate unless You notify DiamondIT of Your intent not to renew at least ninety (90) days prior to the termination date.

7. Initial Term Commitment (the "Term Commitment") The pricing reflected in Your SUMMARY is directly related to the commitment to complete the Initial Term of your Summary. You are not able to downgrade or reduce the number of users and/or devices and maintain the pricing provided for your original number of users and/or devices. You may extend your Initial Term under Your pricing specified in Your Summary or take advantage of volume pricing by committing to a new Contract Term to be agreed upon by DiamondIT, so long as the new Contract Term is equal to or greater than the time remaining on Your Initial Term.

8. Contract Target Commencement Date (the "Target Commencement Date"): 12/20/2024 12:00:00 AM.

9. Contract Target Completion Date (the "Completion Date"): 12/31/2025 12:00:00 AM.

10. Contract Sum (the "Contract Sum"): CUSTOMER shall pay DIAMONDIT for the WORK in the amount(s) ("Contract Sums"), as hereinafter provided:

10.1. The Contract Sum as set forth in Quote #007104 v6 attached hereto, subject to modification as provided for.

Monthly Fee may be modified based on changes to number of users/computers/servers or covered devices/software during term of contract.

CUSTOMER agrees that all new users/items added during the term of this contract will be added to the monthly service fee as per the current per user/item fee.

11. Add-ons for Users, Devices, and Subscription Licenses. (the "Add-On(s)") You may purchase additional Add-Ons at any time at the Add-On Rate specified on Your QUOTE SUMMARY. Your Add-on Rate is determined by the Initial Term and number of users, devices and/or services purchased for Your Initial Term. This Add On rate shall remain in effect unless you extend Your Term and/or Your user, device and/or service count is altered. Any changes to Your Add-On Rate and Term must be mutually agreed by You and DiamondIT.

12. Additional Provisions: I have read, understand and accepted the following:

- DiamondIT Master Service Agreement Terms and Conditions (MSA): <https://diamondit.pro/MasterServiceAgreement>
- DiamondIT Privacy Policy: <https://diamondit.pro/PrivacyPolicy>
- DiamondIT Microsoft Cloud Services Terms and Conditions: <https://diamondit.pro/CloudTerms>
- DiamondIT Microsoft Online Services Terms and Conditions: <https://diamondit.pro/MicrosoftTerms>
- DiamondIT ManageCentric Complete Addendum: <https://diamondit.pro/MCC-Addendum>
- DiamondIT ManageCentric Essentials Addendum: <https://diamondit.pro/MCE-Addendum>
- DiamondIT SecureCentric Addendum: <https://diamondit.pro/SecureCentric-Addendum>
- DiamondIT CloudCentric Azure Addendum: <https://diamondit.pro/CloudCentric-Addendum>
- DiamondIT Co-ManagedCentric Addendum: <https://diamondit.pro/Co-Managed-Addendum>

The parties hereto acknowledge that the Contract Documents constitute all of the documents listed in section 5 of this Summary (collectively the "Contract Documents") and that there are no other agreements, written or oral, between the parties as to the Work. By their signatures below, the parties acknowledge and agree that, as of the Effective Date, they are bound by all of the provisions of the Contract Documents and that the Contract Documents are in full force and effect.

I have read and agree to the Contract Documents provided. I am an authorized agent with authority to enter into this agreement with DIAMONDIT. I hereby confirm to you that the information and arrangements outlined and the terms of payment are acceptable to us. Our deposit is forthcoming. This agreement cannot be canceled or modified without written permissions. Service rates are subject to change with notification.



DiamondIT

Signature: _____
Name: Cody Cooper
Title: VCIO/VCISO
Date: 01/09/2025

City of California City

Signature: _____
Name: Latisha Lamberth
Date: _____

COUNCIL AGENDA ITEM

February 11, 2025

TO: Mayor and City Council

FROM: AB 1234 Mayor Pro-tem Kulikoff Request

SUBJECT: Amendments to the Tiny & Small Home District Ordinance

SUMMARY/ DISCUSSION:

Background: Ordinance No. 20-779, adopted on August 11, 2020, established an overlay zone for tiny and small homes (the “R-THO Overlay Zone District”) within specified tracts in California City. This ordinance is codified as Article 24.5 of the Municipal Code. However, the restriction of tiny homes to the R-THO Overlay Zone District and the limitation on garage size to 400 square feet have hindered development. To promote new home starts and larger housing projects, it is proposed that garage size be increased to a maximum size of 1,000 square feet in the R-THO Overlay Zone as unanimously recommended by the planning commission on August 6, 2024.

This matter was discussed at the City Council meeting on April 23, 2024, where a motion was made and seconded to amend the ordinance by removing the limitation on garage size and expanding the R-THO Overlay Zone to include O/RA parcels of 10 acres or larger. The City Attorney’s Office subsequently recommended that the Planning Commission consider this action before further Council action is taken.

Current vs. Proposed Amendments to Article 24.5 1.

Garage Size Limitation

- Current: Maximum 400 square feet
- Proposed: Maximum 1,000 square feet

FISCAL IMPACT: No identified Fiscal impact beyond the cost for attorney review and ordinance posting in local publications.

RECOMMENDATION: The planning commission unanimously recommended that City Council discuss and consider the potential benefits of amending Article 24.5 – Residential Tiny and Small Homes Overlay Zone and adopt a motion recommending that the City Council adopt an ordinance amending Article 24.5 on August 6, 2024. Specifically, the amendment would increase the garage size limitation. It is recommended that the city council find consensus on this subject and direct the City Manager to work with the City Attorney to bring forward an

ordinance amendment adjusting the garage size to be considered for adoption at the next regular scheduled meeting.

City Manager Approval (Initial): _____	<i>(Select Category)</i>
City Attorney Approval (Initial): _____	Departmental Reports (DR) _____
Finance Manager Approval (Initial): _____	Consent Calendar (CC) _____
	City Manager Report (CMR) _____
	Continued Business (CB) _____
	New Business (NB) _____

CITY COUNCIL



DATE: February 11, 2025
TO: Mayor and City Council
FROM: Victor Ponto, City Attorney
SUBJECT: Adoption by First Reading of Ordinance No. 25-3106 Amending Section 2-1.402 (Regular and Special Meetings) of Article 4 (Meetings) of Chapter 1 (City Council) of Title 2 (Administration) of the California City Municipal Code

BACKGROUND

During January of this year, the City Council of the City of California City ("City Council") had a discussion item concerning the administration of meetings, which included the start time and time cap for its regular meetings. Based on those deliberations, the City Council requested an agenda item for consideration which would update to the start time of regular City Council meetings and place a time cap, as such, staff brings forward the attached Ordinance.

RECOMMENDATION

Staff recommends that the City Council adopt by first reading, Ordinance No. 25-___ Amending Section 2-1.402 (Regular and Special Meetings) of Article 4 (Meetings) of Chapter 1 (City Council) of Title 2 (Administration) of the California City Municipal Code.

ENVIRONMENTAL REVIEW

This Action is exempt pursuant to Section 15061(b)(3) of Title 14 of the California Code of Regulations.

ATTACHMENTS:

Ordinance No. 25-_____

ORDINANCE NO. 25-3106

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY, CALIFORNIA AMENDING SECTION 2-1.402 (REGULAR AND SPECIAL MEETINGS) OF ARTICLE 4 (MEETINGS) OF CHAPTER 1 (CITY COUNCIL) OF TITLE 2 (ADMINISTRATION) OF THE CALIFORNIA CITY MUNICIPAL CODE

WHEREAS, on October 21, 2014, the City Council of the City of California City ("City Council") adopted Ordinance No. 14-725 which updated and amended Title 2 (Administration), including setting the meeting time for regular City Council meetings; and

WHEREAS, on March 14, 2023, the City Council of the City of California City ("City Council") adopted Ordinance No. 23-801 which updated and amended Title 2 (Administration), including setting the meeting time for regular City Council meetings; and

WHEREAS, the City Council desires to update and cap the time for regular City Council meetings.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY DOES ORDAIN AS FOLLOWS:

Section 1. The facts set forth in the recitals above are true and correct.

Section 2. Section 2-1.402 (Regular and Special Meetings) of Article 4 (Meetings) of Chapter 1 (City Council) of Title 2 (Administration) of the California City Municipal Code is hereby amended in its entirety to read as follows:

"Section 2-1.402 Regular and Special Meetings.

- a) *The Council shall hold regular meetings on the second and fourth Tuesday of each month at City Hall located at 21000 Hacienda Boulevard, California City. A closed session shall be held, when necessary, at a time as set on the agenda for that specific meeting and the regular session shall commence at six p.m. on every second and fourth Tuesday of the month. If the date of any regular meeting falls on a holiday, the closed session and regular session shall instead be held on the next succeeding day which is not a holiday during the same hours pursuant to section. Meetings may also be held from time to time at other locations authorized by the Ralph M. Brown Act.*
- b) *At 9 p.m., if the business of a Council meeting has not concluded, the Mayor will poll all Councilmembers and upon majority vote of those present, the meeting will be extended for a maximum of one hour. If business has not been concluded after a subsequent hour, the meeting may be further extended by one-hour increments upon a majority vote of those present.*
- c) *Special meetings of the Council may be called by the Mayor, Vice Mayor or*

City Clerk upon twenty-four-hour notice to each member.

- d) The Council may hold study session meetings to hear reports from the staff and to review, discuss, and debate matters of interest to the City. No official action shall be taken at a study session. The verbal participation of the public in study sessions will be governed by rules set by Council resolution.*
- e) Each advisory body may establish a time and place for regular meetings, and may call special meetings in the same manner as the Council.”*

Section 3. CEQA. This Ordinance is not subject to CEQA under the general rule set forth in Section 15601(b)(3) of the CEQA Guidelines that CEQA only applies to projects which have the potential for causing a significant effect on the environment.

Section 4. Inconsistent Provisions. Any provision of the California City Municipal Code, or appendices thereto, that conflicts with the provisions of this Ordinance, to the extent of such conflict and no further, is hereby repealed or modified to the extent necessary to affect the provisions of this Ordinance.

Section 5. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.

Section 6. Construction. This Ordinance is intended to supplement, not to duplicate or contradict, applicable state and federal law and this Ordinance shall be construed in light of that intent. To the extent the provisions of the California City Municipal Code as amended by this Ordinance are substantially the same as the provisions of that Code as it read prior to the adoption of this Ordinance, those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

Section 7. Publication and Effective Date. The Mayor shall sign, and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall cause the same to be published once in the official newspaper within fifteen (15) days after its adoption. This Ordinance shall become effective thirty (30) days after adoption.

PASSED, APPROVED and ADOPTED by the City Council of the City of California City this 11 day of February 2025.

February 11, 2025

Marquette Hawkins, Mayor

ATTEST:

Leandrea Weible, Acting City Clerk

February 11, 2025



COUNCIL AGENDA

February 11, 2025

TO: Mayor and City Council

FROM: Leannrea Weible, Park Coordinator

SUBJECT: Partnering with Chamber of Commerce for Tortoise Days

BACKGROUND/ DISCUSSION:

Tortoise Days is an annual event that the California City Community looks forward to every year. This is an event that is hosted by the California City Parks and Recreation Department that includes games, face painting, activities vendors, music, food and is focused on Fun for the whole family. It also promotes family time and community gathering.

As council is aware, there have been significant budget constraints that have resulted in emergency spending only as well as a severe reduction in the Park and Recreation staffing needs because of this. The California City Park and Recreation Department faces challenges with being able to fulfill our obligation of hosting this fun-filled event for our community. As such, the Park and Recreation Department must consider options that will best benefit the community needs.

It has been discussed and agreed to by Acting City Manager Dr. Justin Vincent and the California City Parks and Recreation Department that in the interest of the community, the City should Partner with the Chamber of Commerce allowing them to temporarily take the leadership role for the Tortoise Days Event, providing the budget and insurance needs that the city lacks.

In conclusion, the Parks and Recreation Department is excited to create a newly formed partnership with the Chamber of Commerce that will allow for the Annual Tortoise Day Event to Commence as it does every year!

FISCAL IMPACT:

None

RECOMMENDATION:

Staff Recommends approval of Resolution 25-3104 Partnering with the Chamber of Commerce for the Tortoise Day Event

ENVIRONMENTAL IMPACT:

None

ATTACHMENTS:

Resolution 25-3106.

RESOLUTION NO. 25-3106

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY AUTHORIZING A PARTNERSHIP FOR THE ANNUAL TORTOISE DAY EVENT BETWEEN THE PARKS AND RECREATION DEPARTMENT AND THE CHAMBER OF COMMERCE

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

WHEREAS, The California City Parks and Recreation Department has hosted the Tortoise Days as an annual community event; and,

WHEREAS, the City is currently facing budget constraints having to adhere to emergency spending only and resulting in a significant reduction in Park and Recreation staffing needs; and,

WHEREAS, the Tortoise Day Event is at risk of being cancelled for the year which will take away from the community unless partnering with other community advocates is considered; and,

WHEREAS, the California City Chamber of Commerce has proposed to partner with the California City Parks and Recreation Department to avoid cancelling the Tortoise Day Community Event.

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

SECTION 1: The California City Parks and Recreation Department will agree to partner with the Chamber of Commerce to host the annual Tortoise Day Event

SECTION 2: The Chamber of Commerce will assume the leadership role in the Tortoise Day Event providing the budget and the liability insurance to have the event until the City adopts a budget that will allow for the City to resume responsibility.

SECTION 3: The Parks and Recreation Department will agree to the event being held at Central Park and will supply the event with seating and available staff if fiscally possible to accommodate the community needs.

SECTION 4: The 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 11th day of February 2025.

Marquette 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 11th of February 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 11th day of February 2025.

Leandrea Weible
Acting City Clerk

**City of California City
Office of the Mayor
Staff Report**

Date: February 11th, 2025

To: City Council and Residents of California City

From: Mayor Marquette Hawkins

Subject: Certificates of Recognition for Outstanding Community Service

Background

California City is built upon the dedication, passion, and commitment of individuals and organizations that work tirelessly to uplift our community. It is an honor to recognize several outstanding community members who have consistently demonstrated an unwavering commitment to service, civic engagement, and bettering the lives of others.

Discussion

The following individuals and organizations have exemplified what it means to serve their community, inspiring others to take action and create lasting change:

- **Shauna Royten & Ryan Royten (REACH and Treevitalize):** Their efforts in environmental sustainability and beautification have transformed spaces throughout California City. Through REACH and Treevitalize, they have worked to plant trees, revitalize our natural environment, and foster a sense of pride in our community's green spaces.
- **Duane Vasquez, Beckie Vasquez, and Donnie Vasquez ("I Love Cal City"):** Their leadership in organizing clean-up initiatives, community engagement efforts, and local advocacy through "I Love Cal City" has brought people together with a shared mission to improve and uplift our city. Their dedication is a testament to the power of grassroots activism.
- **Bridgette Arnold & Daryl Craig Arnold:** Through their service, leadership, and community outreach, they have made a lasting impact on the well-being of our residents. Their selflessness and commitment to helping others, cleaning our streets, and leading by example, reflect the true spirit of civic responsibility.
- **Bishop David T. McKinley:** As a spiritual leader, Bishop McKinley has provided unwavering support, guidance, and service to our community for ten years. His leadership has fostered unity, resilience, and hope among our residents, reinforcing the importance of faith and service in strengthening our city.

- **John Fischer:** A dedicated member of our community, John Fischer has demonstrated outstanding commitment to civic duty, contributing his time and energy to making California City a better place for all. His work stands as an example of selfless service.
- **Anthony Myers (Safe Haven Kids League):** His work with Safe Haven Kids League has provided invaluable mentorship, resources, food, and support for our community. His dedication to empowering and uplifting families and young people ensures a brighter future for our community.
- **Marilyn Giovannetti (Garden Club):** Through her service Marylin has displayed a commitment to beautifying our community. Her tireless efforts to plant flowers and organize others to do so, is commendable. Her knowledge and expertise on botany and horticulture, that she readily shares with others, are welcomed assets to our town.

Recommendation

It is recommended that the city council members vote and find consensus to award certificates of recognition from the mayor and city council to the above-mentioned individuals at the next regularly scheduled city council meeting.



**CITY OF CALIFORNIA CITY
AGENDA REPORT**

TO: City of California City - City Council

FROM: Victor M. Ponto, City Attorney

SUBJECT: **RESOLUTION DECLARING THE CITY OF CALIFORNIA CITY'S INTENT TO INITIATE PROCEDURES TO TRANSITION FROM AT-LARGE ELECTIONS TO DISTRICT-BASED ELECTIONS PURSUANT TO ELECTIONS CODE SECTION 10010; APPROVING A TENTATIVE TIMELINE AND OTHER RELATED ACTIONS; AND AUTHORIZE CITY MANAGER TO EXECUTE A CONTRACT WITH REDISTRICTING PARTNERS IN AN AMOUNT NOT TO EXCEED \$80,000 FOR DISTRICT TRANSITION SERVICES, SUBJECT TO CITY ATTORNEY'S APPROVAL AS TO FORM**

DATE: February 11, 2025

BACKGROUND

The City received a letter from a potential plaintiffs' (Southwest Voter Registration Education Project) attorney, Shenkman & Hughes PC ("Shenkman"), alleging a violation of the California Voting Rights Act (the "CVRA") and threatening litigation if the City declines to voluntarily change to a district-based election system for electing Councilmembers. (See Attachment 2). The Council considered this threat of litigation at its January 28, 2025 closed session meeting and Council gave direction to staff to proceed with agendizing the resolution of intent in order to have the option of taking advantage of the safe harbor provisions of Elections Code Section 10010, cap the City's potential attorneys' fees to Shenkman, and avoid costly litigation.

The attached resolution of intent to transition to district-based elections has been prepared, which will allow the City to take advantage of the safe harbor provisions of Elections Code Section 10010 to prevent any litigation from proceeding while the City is transitioning to district-based elections.

DISCUSSION

I. California Voting Rights Act and Racially Polarized Voting

The City of California City currently elects four Councilmembers at-large, which means that each Councilmember is elected by the registered voters of the entire City. The Mayor

is directly elected, which means that the Mayor is directly elected at-large to the office of the Mayor.

The CVRA was enacted in 2001, in part, to provide minority groups in California with tools to prevent dilution of votes in “at-large” election systems and is more expansive than the federal Voting Rights Act of 1965 (“FVRA”). Under the CVRA an at-large method of election may not be imposed or applied in a manner that impairs the ability of a protected class to elect candidates of its choice or its ability to influence the outcome of an election, as a result of the dilution or the abridgement of the rights of voters who are members of a protected class.¹ A violation of the CVRA is established if it is shown that racially polarized voting occurs in elections for members of the governing body or in elections incorporating other electoral choices by the voters of the political subdivision.² Any voter who is a member of a protected class and who resides in a political subdivision where a violation of the CVRA is alleged may file an action in the superior court in which the political subdivision is located.³

The CVRA defines “protected class” as a class of voters who are members of a race, color, or language minority group, as referenced and defined in the FVRA⁴ and “racially polarized voting” as voting in which there is a difference, as defined in case law under the FVRA, in the choice of candidates or other electoral choices preferred by voters in a protected class, as compared to the rest of the electorate (*i.e.*, the protected class members vote as a politically cohesive unit, while the majority votes sufficiently as a bloc usually to defeat the protected class’s preferred candidate).⁵

The CVRA does not require a plaintiff to prove intent on the part of the voters or elected officials to discriminate against a protected class nor does the fact that members of a protected class are not geographically compact or concentrated preclude a finding of racially polarized voting.⁶ Instead, **a violation of the CVRA may be established by showing that both racially polarized voting and dilution occur in elections** for members of the governing body.⁷

II. Safe Harbor and Transitioning

California Government Code Section 34886, in certain circumstances, authorizes the legislative body of a city of any population to adopt an ordinance to change its method of election from an “at-large” system to a “district-based” system in which each councilmember is elected only by the voters in the district in which the candidate resides.

1 Cal. Elec. Code §§ 14026 and 14027.

2 Cal. Elec. Code §14028(a); see also § 14027.

3 Cal. Elec. Code §14032.

4 Cal. Elec. Code §14026(d) citing 52 U.S.C. Sec. 10301 *et seq.*

5 Cal. Elec. Code §14026(e) citing 52 U.S.C. Sec. 10301 *et seq.*; *Thornburg v. Gingles* (1986) 478 U.S. 30, 56.

6 Cal. Elec. Code §14028(c) and (d).

7 Cal. Elec. Code §§14026(e), 14028(a); *Pico Neighborhood Ass’n v City of Santa Monica* (2023) 15 C5th 292, 314.

Pursuant to Elections Code Section 10010, a city may rely on the “safe harbor” provisions that allows a city to adopt a resolution outlining its intention to transition from at-large to district-based elections within forty-five (45) days of receiving a demand letter from a potential plaintiffs’ attorney.⁸ These “safe harbor” provisions allow a city to transition in accordance with a statutory timeline and, if followed, insulate a city from litigation arising from alleged CVRA violations and caps attorneys’ fee liability to a maximum of \$30,000.⁹

Under those “safe harbor” provisions, a prospective plaintiff is required to send a written notice to the clerk of a city asserting that the city’s method of conducting elections may violate the CVRA.¹⁰ A forty-five (45) day pause is then imposed on a prospective plaintiff’s ability to bring an action.¹¹ That forty-five (45) day pause allows a city to adopt a resolution outlining its intention to transition from at-large to district-based elections.¹² If a resolution of intention is adopted by a city council to move to district-based elections, a prospective plaintiff may not commence an action within ninety (90) days of the resolution of intention’s passage.¹³ After the City has completed the transition to district-based elections following these procedures, a prospective plaintiff would be able to submit a letter demanding that the City pay up to \$30,000 in their attorneys’ fees as mentioned above.

If the Council adopts the resolution of intention on February 11, 2025 (tonight), then the 90-day period ends on May 21, 2025.

III. Tentative Timeline

If the Council adopts the proposed resolution, the City will need to comply with the timelines set forth in Elections Code 10010 to transition to district-based elections within the statutory “safe harbor” provisions.

If the Council decides to proceed with transitioning to district-based elections, the City needs to hold at least two public hearings over a period of no more than 30 days, at which the public is invited to provide input regarding the composition of the districts. No official maps can be drawn before completion of these two public meetings. Once the initial two meetings are complete, the demographer and public can begin to officially draw maps that will be considered in the districting process. The City would then hold at least two additional hearings over a period of no more than 45 days, at which the public is invited to provide input regarding the content of the draft maps and the proposed sequence of elections. Once a map is selected, it would need to be published at least seven days before consideration at a hearing for introduction of an ordinance to adopt the district map.

The City will also need to comply with the Fair and Inclusive Redistricting for Municipalities and Political Subdivisions (Fair Maps) Act, which provides criteria that the City must utilize

8 Cal. Elec. Code § 10010(e)(2).

9 Cal. Elec. Code § 10010(f)(1)-(3).

10 Cal. Elec. Code § 10010(e)(1).

11 Cal. Elec. Code § 10010(e)(2).

12 Cal. Elec. Code § 10010(e)(1)-(3).

13 Cal. Elec. Code § 10010(e)(1)-(3).

when establishing election district boundaries or when undertaking the redistricting process (which must occur every ten years after each population census). This criteria includes, among other things, compliance with the United States Constitution, the California Constitution, and the FVRA. The Fair Maps Act also prohibits the adoption of district boundaries for the purpose of favoring or discriminating against an incumbent, political candidate or political party.

A tentative timeline has been prepared, which identifies the preliminary schedule for the required public hearings and public outreach, which complies with Elections Section Code 10010. (See Exhibit A to Attachment 1). This timeline may change depending on the level of community involvement and the complexity of the map drawing process. If the timeline needs to adjust beyond the 90 days, then the City under State law may seek entering into a written agreement with Shenkman to extend the 90-day period up to an additional 90 days in order to provide additional time to conduct public outreach, encourage public participation, and receive public input. However, Elections Code Section 10010 permits entering into this agreement, but not require it. This means that Shenkman is not required to enter into such an agreement.

IV Demographer

A demographer will be needed to analyze and assist the City in drafting district maps.

RECOMMENDATION

It is recommended that the City Council consider:

- 1) Consider approving the Resolution declaring the City of California City's intent to initiate procedures to transition from at-large elections to district-based elections pursuant to Elections Code Section 10010; approving a tentative timeline and other related actions.
- 2) Authorize the City Manager to execute a contract with Redistricting Partners in an amount not to exceed \$80,000 for District Transition Services, subject to City Attorney's approval as to form.
- 3) Alternatively, discuss and take other action related to this item.

TYPE OF ACTION (LEGISLATIVE; QUASI-JUDICIAL; OR ADVISORY)

Legislative Action: The recommended action includes adoption of a Resolution of intent to initiate procedures to transition from at-large elections to district-based elections and approval of a tentative timeline and other related actions. In considering such actions, the City Council acts in its discretionary legislative capacity (showing its intent to begin the process of transitioning to a district-based elections for the City Council that will be applicable to future elections).

CEQA STATUS

This item does not constitute a project as defined by the California Environmental Quality Act (Public Resources Code § 21000, et seq.) (CEQA) as the adoption of the resolution does not have the potential to result in either a direct physical change in the environment,

or a reasonably foreseeable indirect physical change in the environment (14 Cal. Code Regs. § 15378.).

FISCAL IMPACT

Adoption of the Recommendation will result in the City incurring additional costs relating to the transition to district-based elections. In total, the costs of a demographer will be approximately \$80,000. However, as stated above, the City is also required to pay attorneys' fees and costs incurred by the Southwest Voter Education Project, provided that those amounts would be capped at \$30,000 if the City transitions to district-based elections within the time periods stated above. The City would also incur its own costs as well, including staff time and attorneys' fees and costs.

ATTACHMENTS

1. Resolution No.25-3107
2. Shenkman Letter.
3. Tentative Timeline.
4. Redistricting Partners' Proposal

Tentative Timeline for Consideration and Implementation of District-Based Elections

Date	Event	Code §	Comment
	City received certified demand letter from Shenkman & Hughes	EC§10010(e)(1)	Before commencing an action to enforce Sections 14027 and 14028, a prospective plaintiff shall send by certified mail a written notice to the clerk of the political subdivision ("City") against which the action would be brought asserting that the City's method of conducting elections may violate the California Voting Rights Act of 2001.
		EC§ 10010(e)(2)	A prospective plaintiff shall not commence an action to enforce Sections 14027 and 14028 within 45 days of the City's receipt of the written notice described above (CVRA lawsuit cannot be commenced until 2/20/25.)
2/11/25	Resolution is considered at City Council Meeting	EC§ 10010 (3)(A)	Within 45 days of receipt of a notice, the City may pass a resolution outlining its intention to transition from at-large to district-based elections, specific steps it will undertake to facilitate this transition, and an estimated time frame for doing so (Resolution to be considered no later than 2/20/25)
2/11/25	Resolution is adopted at City Council Meeting	EC§ 10010(e)(3)(B)	If the City begins the process of switching to districts within 45 days and adopts a resolution to that effect a potential plaintiff cannot commence an action within 90 days of the resolution's passage. (CVRA lawsuit cannot be commenced until 5/21/25)
TBD	Conduct public outreach, encourage public participation, and receive public input	EC§ 10010(a)(1)	Before public hearings, the City may conduct outreach to the public, including to non-English-speaking communities, to explain the districting process and to encourage public participation (e.g., farmers market, public library, public schools, places of worship, homeowners associations, and community organizations).
3/11/25	1st Public Hearing (Regular Meeting)	EC§ 10010(a)(1)	First and second public hearings must occur within a period of 30 days. No maps for review, but take public comments on composition of districts and preference for district lines.
3/25/26	2nd Public Hearing (Regular Meeting)	EC§ 10010(a)(1)	No maps for review, but take public comments on composition of districts and preference for district lines.
No later than 4/1/25 RECOMMEND NO LATER THAN 3/31/25	Publish for review first drafts of district election maps and potential sequence of elections	EC§ 10010(a)(2)	After all draft maps are drawn, at least 7 days before the 3 rd public hearing, the City shall publish and make available for release at least one draft map and, if city councilmembers will be elected in their districts at different times to provide for staggered terms of office, the potential sequence of the elections. In addition, all new maps to be considered at the 3 rd public hearing must be publish at least 7 days before consideration at the 3 rd public hearing.

4/8/25	3rd Public Hearing (Regular Meeting)	EC§ 10010(a)(2)	The City shall also hold at least two additional hearings over a period of no more than 45 days, at which the public is invited to provide input regarding the content of the draft map or maps and the proposed sequence of elections, if applicable.
No later than 4/15/25 RECOMMEND NO LATER THAN 4/14/25	Publish any new or amended maps at least 7 days before 4 th Public Hearing	EC§ 10010(a)(2)	If any there are any new or amended maps to be considered at the 4 th public hearing, maps must be published and made available to the public at least 7 days before consideration at the 4th public hearing.
4/22/25	4th Public Hearing (Regular Meeting)	EC§ 10010(a)(2)	Take public comments on proposed maps. If selected map is amended, ordinance cannot be introduced until 7 days after amended map is published. Council may introduce ordinance if final map is selected at this public hearing.
If maps are further revised: No later than 5/6/25 RECOMMEND NO LATER THAN 5/5/25	Publish any amended maps at least 7 days before the (Special) 5 th Public Hearing	EC§ 10010(a)(2)	If any maps are revised at or following the 3 rd public hearing, then the maps must be published and made available to the public at least 7 days before adoption.
5/13/25 or 5/20/25 DEADLINE 5/21/25	(Special) 5th Public Hearing or Regular Meeting	EC§ 10010(e)(3)(B)	Council introduces ordinance establishing district elections, including district boundaries and election sequence if map is changed at 4/22/25 meeting. Council adopts ordinance

January 25, 2025

Robert Khuu

Partner

Burke, Williams & Sorensen, LLP

18300 Von Karman Avenue - Suite 650,

Irvine, CA 92612

Dear Mr. Khuu,

Thank you for reaching out to us to discuss your client's need for a racially polarized voting analysis and potentially a conversion to by-district elections under the California Voting Rights Act.

We have worked with over 100 agencies, large and small, on their decennial redistricting process, conversions to districted elections under the CVRA, and other related projects, such as racially polarized voting analyses. Our client list from over the last redistricting cycle includes more than 20 counties, 25 cities, and numerous school and special districts throughout the State of California and beyond.

Our responsibilities include walking elected officials, staff and the public through the background of the CVRA districting process, building a record of community input on potential new lines, and overseeing the technical aspects of implementing the new lines with the relevant local county elections offices.

I have attached an outline of our scope of services for agencies converting to by-district elections under the CVRA. In most cases, for a city or special district CVRA conversion using a five-hearing structure, multiple draft maps, assistance in outreach, and analysis of public input, the cost would be \$37,000, with potential additional costs if the district wants features such as an online mapping tool or additional subcontracted outreach services.

We are confident that our experience and professionalism will exceed your expectations and will help make your conversion process as smooth as possible. We look forward to working with you and your client on this project.

Sincerely,



Paul Mitchell

Owner, Redistricting Partners

Scope of Services – CVRA Conversion

Redistricting Partners has been working for the past two decades assisting municipalities, school and community college districts and special districts with conversion to districted election systems under the California Voting Rights Act (CVRA).

The CVRA requires all agencies to convert to by-district election systems if they have signs of racially polarized voting. Amendments to this law allow for a faster, easier transition provided that the agency follow specific “safe harbor” rules regarding the timing, structure, and transparency in the districting process. Additionally, recent amendments to the FAIR MAPS Act expanded its measures on transparency and communities of interest inclusion to all agencies, not just to cities and counties as required prior to 2024.

The following is an outline of the services provided in this districting effort.

Public Engagement

The CVRA sets a structure for public engagement which includes five public hearings: two conducted prior to line drawing, two more held for public input and changes after maps have been made public, and one final hearing for adoption of a map that has been made public for 7 days prior to adoption.

Redistricting Partners will work with the municipality in conducting these presentations, gathering and documenting public input, and utilizing these hearings as a means for determining initial criteria for draft maps and amending maps that have been produced.

In addition, Redistricting Partners traditionally utilizes three methods for soliciting public input during this process.

- 1) The use of a simple community of interest worksheet, which allows the public to describe their community of interest, give evidence of what binds that community together and defines it, and provide any kind of drawing or map of that area. This can be used in-person at public hearings or completed by the public and emailed as a form of submitted testimony.
- 2) An in-person or online interactive workshop where physical maps are provided showing population densities, and the public is assisted in either drawing their communities of interest or drawing draft maps.

- 3) An online mapping option to facilitate deeper community engagement by allowing members of the public to draw and describe their community of interest or draw potential district lines.

Our staff includes experts in civic engagement and community outreach, and we will assist in communicating needs for public engagement at client direction.

GIS and Data

The GIS backbone of redistricting is the Topologically Integrated Geographic Encoding and Referencing, or TIGER, a format used by the United States Census Bureau. The core TIGER/Line Files and Shapefiles do not include demographic data but do contain information about the external boundaries of cities, counties and other districts, and often are the same geography used in the creation of precincts.

Other districts, such as community colleges, water boards, and other special districts may utilize other geographic layers for their external boundaries, such as parcel layers, and some counties rely on parcel layers entirely for the creation of their precincts. Redistricting Partners has more than a decade of experience dealing with these issues and working with county registrars to process the redistricting files in both formats.

Decennial census districting data specifically tailored to each jurisdiction will be utilized within this TIGER geography. This data, under California law, will also include the reallocation of incarcerated population, and be supplemented with the most recent American Community Survey (ACS) dataset, including estimated total population and Citizen Voting Age Population (CVAP) which quantifies ethnic populations for the purposes of the Federal Voting Rights Act.

Redistricting Partners will create a statement for legal counsel that confirms the presence (or lack of) a majority-minority district using the CVAP dataset prior to generating the first set of draft maps. This helps to ensure that the municipality remains in compliance with the federal Voting Rights Act.

Additional datasets can be utilized in districting based on the client's needs. For example, in a healthcare district, there could be a geographic dataset of underlying service areas or facilities, or at a community college there might be information on campuses and feeder high schools that serve as a geographic dataset to inform the districting process. Redistricting Partners is adept at helping agencies utilize these different pieces of geographic information within one project.

Meetings & Creation of Lines

Redistricting Partners will participate in public hearings, either remotely or in-person.

Once mapping can be conducted, Redistricting Partners will create three sets of potential lines following traditional redistricting criteria as ranked in the FAIR MAPS Act (2019). These criteria require that election districts are contiguous, compact, maintain neighborhoods and communities of interest, and follow input from the public.

All maps submitted by the public will be analyzed to ensure they comply with the FAIR MAPS Act requirements.

Maps that are created are provided in four formats:

- Printable 8.5x11 Mapping and Data PDFs for dissemination with meeting agenda or posting on the public-facing website. These maps provide an overview and will often show neighborhoods, significant landmarks or key facilities, but do not go down to the street-level.
- Interactive online maps, like Google Maps, with the proposed district boundaries, including the embedded data calculations for population, ethnicity, and any other factors that are key to the district analysis.
- Printable large-format maps that can be utilized for any posters or other presentations requiring more detail to the street level.
- Shapefile and census block equivalency files for use by any GIS staff or members of the public with GIS mapping capabilities.

Following the presentation of maps at the third public hearing, Redistricting Partners will take any information gleaned from public comments or elected official input to create additional amended maps and engage in a process of selecting and finalizing mapping options for the fourth public hearing. Alternatively, Redistricting Partners could continue to collect public information and only create new versions after the fourth public hearing.

Under the California Voting Rights Act, the final hearing will be for a vote only on the map which has been finalized and published within seven days prior to adoption. This mapping option will be produced by Redistricting Partners with all the additional technical elements necessary for the final resolution.

Adoption/ Processing of new lines

Once lines are adopted, Redistricting Partners will work with the County Registrar staff in order to complete the process and make new lines available for the next available election. This processing includes:

- Documentation from public meetings, signed resolution
 - Electronic PDF maps of new election district boundaries
 - GIS Shapefiles for county staff to assign precincts
 - Metes and Bounds legal document with written description of district boundaries
 - Census Block equivalency files and shapefiles for a backup of district lines in latest US Census geographic data.
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Post-Districting Report

As required under AB 764, most municipalities and other agencies are required to post a final redistricting report to their website within 21 days of adoption. Redistricting Partners will generate a draft of this report for staff's approval to ensure compliance with this new requirement. This includes a summary of how the map fulfills all the ranked list of criteria and why communities of interest were split, if at all.

An example of a post-districting report created by Redistricting Partners can be found on the City of Laguna Niguel's [website](https://www.cityoflagunaniguel.org/DocumentCenter/View/26331/Final-Report---Transition-from-At-Large-to-By-District-Elections-Adopted-Map) here:

<https://www.cityoflagunaniguel.org/DocumentCenter/View/26331/Final-Report---Transition-from-At-Large-to-By-District-Elections-Adopted-Map>

Optional Elements

Beyond the CVRA Safe Harbor five meeting structure, contracts can be adjusted to allow for additional public meetings or interactive workshops.

Additional outreach programs, including in-language outreach, are available through Redistricting Partners sub-vendors. These can range from small engagements to create materials and promotions for public engagement, and grow into large emailing, mass-mailing, digital, radio and cable TV ads promoting the redistricting process. Language services are also available through a sub-vendor contract.

Redistricting Partners recommends Districtr if your municipality chooses to provide an online mapping tool for the public to use in this process. It was developed by researchers at the MGGG Redistricting Lab and is managed by Redistricting Partners. It contains all the necessary population and geographic data for the public to draw their communities of interest and/or balanced districted maps for consideration.

TYPICAL FIVE HEARING STRUCTURE

	Purpose of Hearing
1 st Public Hearing	<p>Public Hearing with information about the redistricting process, descriptions of the data and mapping tools, introduction of ways the community can provide input.</p> <p>The purpose of this introductory hearing is to provide information to the public and solicit input from the public and elected officials on where community of interests exist, and how those can contribute to the building of potential districts.</p>
2 nd Public Hearing	<p>Repeat of first hearing, with additional emphasis on tools for providing input, potentially an overview or training for online mapping tools, emphasis on receiving community of interest testimony for the purposes of driving map creation.</p>
3 rd Public Hearing	<p>Public Hearing with presentation of maps of new potential district boundaries produced by the demographer and published seven days in advance, with a summary of how mapping options were drawn from testimony and public input received during the previous hearings. These maps are expected to drive additional feedback from the public and elected officials.</p>
4 th Public Hearing	<p>Public Hearing with revised map(s) of proposed district boundaries produced by the demographer and published seven days in advance. Additional public input regarding the revised map(s) and concluding with direction from the council on a final map that will be placed on the calendar for an upcoming up/down vote on the completed districting plan.</p>
5 th Public Hearing	<p>Public Hearing to adopt final map.</p>

Full CVRA Districting

The minimum required five-meeting structure as required by the CVRA and working with staff on the districting process, methodologies, technology, population data and any related VRA requirements and timeline.

Creation of mapping options, evaluation of public testimony, working with legal counsel on analyzing compliance with state and federal laws, other laws, and traditional districting criteria. Assisting with final map and staff reports. Additional duties as required.

Principal Staff: Paul Mitchell & Liz Stitt

Cost: \$37,000

Cost of additional meeting(s) if needed: \$1,500/meeting

Public Mapping Tools

DistrictR - an online tool developed by the MGGG Redistricting Lab, a team of researchers at Tisch College of Tufts University allowing for mapping of communities of interest and drawing of district lines.

Online Public Software + Training: \$8,000

RESOLUTION NO. 25-3107

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY, CALIFORNIA, DECLARING THE CITY OF CALIFORNIA CITY'S INTENT TO INITIATE PROCEDURES TO TRANSITION FROM AT-LARGE ELECTIONS TO DISTRICT-BASED ELECTIONS PURSUANT TO ELECTIONS CODE SECTION 10010; APPROVING THE TENTATIVE TIMELINE AND OTHER RELATED ACTIONS

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

WHEREAS, members of the City Council are currently elected in "at-large" elections, in which each City Councilmember is elected by the registered voters of the entire City; and,

WHEREAS, the Mayor of the City of California City is directly elected, in which the Mayor is elected by the registered voters of the entire City; and,

WHEREAS, California Government Code section 34886, in certain circumstances, authorizes the legislative body of a city of any population to adopt an ordinance to change its method of election from an "at-large" system to a "district-based" system in which each councilmember is elected only by the voters in the district in which the candidate resides; and,

WHEREAS, the City of California City ("City") received a letter by certified mail from a potential plaintiffs' attorney, alleging a violation of the California Voting Rights Act (the "CVRA") and threatening litigation if the City declines to voluntarily change to a district-based election system for electing Councilmembers; and,

WHEREAS, the aforementioned letter made several allegations but did not provided any documentation to support thereof; and,

WHEREAS, the City is committed to diversity and inclusion with respect to its elections and the City Council has determined that the public interest is better served by initiating a process for transition to a district-based election system and avoiding the high costs associated with defending a lawsuit under the CVRA; and,

WHEREAS, Elections Code Section 10010 provides a method whereby a jurisdiction can expeditiously transition to a district-based election system and avoid the high cost of litigation under the CVRA if the jurisdiction complied with the "safe harbor" provisions of Elections Code Section 10010; and,

WHEREAS, California Elections Code Section 10010 will delay CVRA litigation and place a cap on the recovery of attorneys' fees associated with a CVRA claim at a maximum of \$30,000, if, within forty-five (45) days of receipt of a claim under the CVRA,

the City adopts a resolution stating its intent to transition to district-based elections, and, within ninety (90) days thereafter (or as otherwise stipulated by the parties), the City adopts an ordinance transitioning to a district-based election system consistent with the intent and purpose of the California Voting Rights Act.

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

SECTION 1: The above recitals are true and correct and are incorporated by reference herein.

SECTION 2: The City Council hereby expresses its intent to consider transition from an at-large election system to a district-based election system as authorized by Government Code section 34886 and Elections Code section 10010 for use in the City's General Municipal Election for City Councilmembers commencing in November 2026.

SECTION 3: The City Manager, or his or her designee, is directed to publicize and post information regarding the proposed transition to a district-based election system, including relevant maps, notices, agendas and other information and to establish a means of communication to receive comments and answer questions from the public.

SECTION 4: The City Council hereby approves the tentative timeline as set forth in Exhibit A, attached to and made a part of this resolution, for conducting public hearings to solicit and receive public input and testimony on proposed district-based electoral maps and district-based election systems, and for the City Council's evaluation, possible refinement and ultimate adoption of a district-based election system for election of City Council members.

SECTION 5: The tentative timeline contained in Exhibit A may be adjusted by the City Manager as he deems necessary or appropriate, provided that such adjustments shall not prevent the City from complying with the time frames specified by Elections Code Section 10010, or such other timeframes as may be stipulated by claimants under the CVRA.

SECTION 6: The City Council directs the City Manager to continue to work with the City Attorney and the retained demographer, to resolve all legal issues necessary to give effect to this Resolution and to meet the tentative timelines set forth in Exhibit A.

SECTION 7: Nothing contained herein shall preclude the City Council from selecting an alternative election system or making any alternative decision, should the public input and testimony and other evidence at the hearings indicate that an alternative system or decision is appropriate for the City.

SECTION 8: That the City Clerk shall certify to the passage and adoption of this Resolution and the minutes of this meeting shall so reflect the presentation of the Report.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of

California City, this 11th day of February 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, Leanne 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 11th of February 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 11th day of February 2025.

Leanne Weible
Acting City Clerk

Exhibit A
Tentative Timeline

SHENKMAN & HUGHES, PC

Attorneys

Malibu, California

28905 Wight Road
Malibu, California 90265
(310) 457-0970

kishenkman@shenkmanhughes.com

VIA CERTIFIED MAIL

January 6, 2025

Leannndrea Weible – City Clerk
California City Hall
21000 Hacienda Boulevard
California City, CA 93505

Re: Violation of California Voting Rights Act

I write on behalf of Southwest Voter Registration Education Project, its members residing within the City of California City (“California City” or “City”). California City relies upon an at-large election system for electing candidates to its governing board. Moreover, voting within the City is racially polarized, resulting in minority vote dilution, and, therefore, the City’s at-large elections violate the California Voting Rights Act of 2001 (“CVRA”).

The CVRA disfavors the use of so-called “at-large” voting – an election method that permits voters of an entire jurisdiction to elect candidates to each open seat. *See generally Sanchez v. City of Modesto* (2006) 145 Cal.App.4th 660, 667 (“*Sanchez*”). For example, if the U.S. Congress were elected through a nationwide at-large election, rather than through typical single-member districts, each voter could cast up to 435 votes and vote for any candidate in the country, not just the candidates in the voter’s district, and the 435 candidates receiving the most nationwide votes would be elected. At-large elections thus allow a bare majority of voters to control *every* seat, not just the seats in a particular district or a proportional majority of seats.

Voting rights advocates have targeted “at-large” election schemes for decades, because they often result in “vote dilution,” or the impairment of minority groups’ ability to elect their preferred candidates or influence the outcome of elections, which occurs when the electorate votes in a racially polarized manner. *See Thornburg v. Gingles*, 478 U.S. 30, 46 (1986) (“*Gingles*”). The U.S. Supreme Court “has long recognized that multi-member districts and at-large voting schemes may operate to minimize or cancel out the voting strength” of minorities. *Id.* at 47; *see also id.* at 48, fn. 14 (at-large elections may also cause elected officials to “ignore [minority] interests without fear of political consequences”), citing *Rogers v. Lodge*, 458 U.S. 613, 623 (1982); *White v. Register*, 412 U.S. 755, 769 (1973). “[T]he majority, by virtue of its numerical superiority, will regularly defeat the choices of minority voters.” *Gingles*, at 47. When racially polarized voting occurs, dividing the

political unit into single-member districts, or some other appropriate remedy, may facilitate a minority group's ability to elect its preferred representatives. *Rogers*, at 616.

Section 2 of the federal Voting Rights Act (“FVRA”), 42 U.S.C. § 1973, which Congress enacted in 1965 and amended in 1982, targets, among other things, at-large election schemes. *Gingles* at 37; see also Boyd & Markman, *The 1982 Amendments to the Voting Rights Act: A Legislative History* (1983) 40 Wash. & Lee L. Rev. 1347, 1402. Although enforcement of the FVRA was successful in many states, California was an exception. By enacting the CVRA, “[t]he Legislature intended to expand protections against vote dilution over those provided by the federal Voting Rights Act of 1965.” *Jauregui v. City of Palmdale* (2014) 226 Cal. App. 4th 781, 808. Thus, while the CVRA is similar to the FVRA in several respects, it is also different in several key respects, as the Legislature sought to remedy what it considered “restrictive interpretations given to the federal act.” Assem. Com. on Judiciary, Analysis of Sen. Bill No. 976 (2001-2002 Reg. Sess.) as amended Apr. 9, 2002, p. 2.

The California Legislature dispensed with the requirement in *Gingles* that a minority group demonstrate that it is sufficiently large and geographically compact to constitute a “majority-minority district.” *Sanchez*, at 669. In *Pico Neighborhood Association v. City of Santa Monica* (August 24, 2023) 15 Cal.5th 292, the California Supreme Court recently confirmed this commonsense reading of the CVRA. Also see Assem. Com. on Judiciary, Analysis of Sen. Bill No. 976 (2001–2002 Reg. Sess.) as amended Apr. 9, 2002, p. 3 (“Thus, this bill puts the voting rights horse (the discrimination issue) back where it sensibly belongs in front of the cart (what type of remedy is appropriate once racially polarized voting has been shown).”)

To establish a violation of the CVRA, a plaintiff must generally show that “racially polarized voting occurs in elections for members of the governing body of the political subdivision or in elections incorporating other electoral choices by the voters of the political subdivision.” Elec. Code § 14028(a). The CVRA specifies the elections that are most probative: “elections in which at least one candidate is a member of a protected class or elections involving ballot measures, or other electoral choices that affect the rights and privileges of members of a protected class.” Elec. Code § 14028(a). The CVRA also makes clear that “[e]lections conducted prior to the filing of an action ... are more probative to establish the existence of racially polarized voting than elections conducted after the filing of the action.” *Id.*

Factors other than “racially polarized voting” that are required to make out a claim under the FVRA – under the “totality of the circumstances” test – “are probative, but not necessary factors to establish a violation of” the CVRA. Elec. Code § 14028(e). These “other factors” include “the history of discrimination, the use of electoral devices or other voting practices or procedures that may enhance the dilutive effects of at-large elections, denial of access to

those processes determining which groups of candidates will receive financial or other support in a given election, the extent to which members of a protected class bear the effects of past discrimination in areas such as education, employment, and health, which hinder their ability to participate effectively in the political process, and the use of overt or subtle racial appeals in political campaigns.” *Id.*

As of the most recent data released by the United States Census Department, Latinos comprise 39.9%, of the City’s population of 14,971. Yet, Latino representation on the City’s governing board has been sparse to non-existent. The City’s at-large system dilutes the ability of Latinos (a “protected class”) – to elect candidates of their choice or otherwise influence the outcome of the City’s elections.

The City’s election history is illustrative. For example, in the most recent election (2024), Socorro Chavez lost her bid for a seat on the Council, despite significant support from Latino voters, due to a lack of support from non-Latino voters. Other elections – going back to the 1994 election on Proposition 187, and more recent elections for everything from County Supervisor to state constitutional offices – likewise reveal that Latinos and non-Latinos in California City prefer different candidates and electoral choices, and the candidates and choices preferred by non-Latinos consistently prevail over those preferred by Latino voters.

As you may be aware, in 2012, we sued the City of Palmdale for violating the CVRA. After an eight-day trial, we prevailed. After spending millions of dollars, a district-based remedy was ultimately imposed upon the Palmdale city council, with districts that combine all incumbents into one of the four districts.

Given the racially polarized elections for the city council in California City, we urge the City to voluntarily change its at-large system of electing its City Council. Otherwise, on behalf of residents within the jurisdiction, we will be forced to seek judicial relief. Please advise us no later than February 26, 2025 as to whether you would like to discuss a voluntary change to your current at-large system.

We look forward to your response.

Very truly yours,



Kevin I. Shenkman

COUNCIL AGENDA ITEM

February 11, 2025

TO: Mayor and City Council

FROM: AB 1234 Request: Michael Kulikoff – Mayor Pro-tem

SUBJECT: Making Zoom for viewing only during city council meetings.

SUMMARY/ DISCUSSION:

Presently the City of California City's broadcasts its city council meetings via the internet-based video application called Zoom. This avenue of communication was implemented due to the Covid-19 pandemic to allow for community participation when social distancing was a state mandate. Now that the pandemic is over, the mandates are withdrawn, and in-person meetings are again a regular and normal part of business, it is requested that the Zoom application be switched to a viewing only communication medium except for presentations and city attorney or staff interaction as necessary.

The benefit of a Zoom meeting is that it allows the public to watch and listen to the council meetings live from wherever they have an internet connection. Unfortunately, the negative impact of running a dual, in-person and Zoom, public meeting is the inability to maintain an appropriate level of decorum for the city meetings. After years of attempts to control the meeting interactions on Zoom, the city is incapable of ensuring a professional meeting due to the consistent Zoom trolling, meeting interruptions, and Zoom bombing that occur.

Every single meeting, there are technical difficulties with the public being able to speak on zoom. Additionally, there are public commentaries that are out of turn, distasteful, rude, and that are unable to be stopped by the city clerk. In the past 90 days, we have had individual get in cursing matches over the city's live zoom connection and have had several members of the public interrupt council members when they are speaking, by unmuting themselves and breaking the meeting decorum. And over the last few years of utilizing Zoom, the city has also opened itself up to abhorrent Zoom bombing attacks from outsiders looking to create disruption and ruin the decorum of the city council meetings.

By making the Zoom application available for viewing only at city council meetings, the public is still able to be informed and watch the meetings live. Public comments are still available to any member of the public through submission to the city clerk or by showing up in person and taking full advantage of their three-minute time limit to provide any comments to the council.

FISCAL IMPACT: No fiscal impact.

RECOMMENDATION: A recommendation is made that the City Council approve a resolution to adjust the Zoom meeting settings for city council meetings to be for viewing purposes only and to only allow for staff and presentations to utilize Zoom for communication as necessary.

City Manager Approval (Initial): _____	<i>(Select Category)</i>
City Attorney Approval (Initial): _____	Departmental Reports (DR) _____
Finance Manager Approval (Initial): _____	Consent Calendar (CC) _____
	City Manager Report (CMR) _____
	Continued Business (CB) _____
	New Business (NB) _____

RESOLUTION NO. 25-3108

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY, CALIFORNIA, AUTHORIZING THE ADJUSTMENT OF THE ZOOM MEETING SETTINGS FOR CITY COUNCIL MEETINGS TO BE FOR VIEWING PURPOSES ONLY AND TO ONLY ALLOW FOR STAFF AND PRESENTATIONS TO UTILIZE ZOOM FOR COMMUNICATION AS NECESSARY.

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

WHEREAS, the City had previously utilized Zoom online video chat to allow for public interactions during the Covid-19 pandemic for city council meetings; and,

WHEREAS, the pandemic social-distancing restrictions have since been rescinded allowing for in-person interaction at city council meetings; and,

WHEREAS, the city council meetings have been attacked via Zoom by negative outside influences and there has been consistent inability to maintain an appropriate level of decorum in city council meetings due to several Zoom interruptions each meeting; and,

WHEREAS, the council wishes to ensure continued transparency and access to the live meetings as they occur.

NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY, CALIFORNIA THAT CITY COUNCIL MEETINGS BE ADJUSTED FOR VIEWING PURPOSES ONLY ON ZOOM AND TO ONLY ALLOW FOR STAFF AND PRESENTATIONS TO UTILIZE ZOOM FOR COMMUNICATION AS NECESSARY.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of California City, this 11th day of February 2025.

M. Hawkins,
Mayor

ATTEST:

APPROVED AS TO FORM:

Leandrea Weible
Acting City Clerk

Victor M. Ponto,
City Attorney

COUNCIL AGENDA ITEM

February 11, 2025

TO: Mayor and City Council

FROM: Dr. Justin Vincent- Director of Public Safety

SUBJECT: Authorization to partner with Cerro Coso Community College to utilize the Police Department weapons range.

SUMMARY/ DISCUSSION:

The City of California City Police Department’s weapons range at 7931 Moss Ave in California City, is a key resource for law enforcement in the East Kern. Historically, the city partners with other agencies to allow use of the weapons range for training and qualifications of law enforcement officers. The City currently contracts to the California Highway Patrol for access and use of our weapons range. In the past, the city contracted with the California Department of Corrections and Rehabilitation, CDCR, for use of the weapons range.

Most recently, the California City Police Department has been working with Cerro Coso Community College District to bring additional training opportunities to the police department at reduced costs, including the legally required annual perishable skills training to the department at a significantly reduced cost. As part of this partnership, the college would need the capability of utilizing the weapons range for training not only our officers but also academy cadets and other agency officers who are also training through the college.

The college agrees to pay the city \$500.00 per class held at the weapons range, not to exceed \$4,000.00 dollars per year. Additionally, the college will hold all liability for their classes and shall maintain the acceptable amount of insurance. Lastly, the college agrees to partner to assist with the range improvements as feasible.

FISCAL IMPACT: The contract with the community college will allow for a reduction in costs to the police department for training and will also bring in revenue in the amount of \$500.00 per usage of the weapons range by the college, not to exceed \$4,000.00 annually.

RECOMMENDATION: Staff is recommending that the City Council direct the Acting City Manager and Director Public Safety to sign the contract with Cerro Coso Community College for usage of the California City Weapons Range.

City Manager Approval (Initial): _____

City Attorney Approval (Initial): _____

Finance Manager Approval (Initial): _____

(Select Category)

Departmental Reports (DR) _____

Consent Calendar (CC) _____

City Manager Report (CMR) _____

Continued Business (CB) _____

New Business (NB) _____

LICENSE AGREEMENT FOR THE
CALIFORNIA CITY POLICE DEPARTMENT WEAPONS SHOOTING RANGE

This License Agreement (the “Agreement”) for the California City Police Department weapons

shooting range (the “Range”) is made and entered into as of this 1st day of February 2025, (“Effective Date”) by and between California City, a California charter city, on behalf of the California City Police Department (“Department”), and Kern Community College District on

behalf of Cerro Coso Community College, a State of California Community College District and

a public agency (“Licensee”). Department and Licensee are sometimes individually referred to

herein as “Party” and collectively as “Parties.”

Recitals

A. California City (“City”) is the owner of certain real property situated in the City of California, more particularly located at 7931 Moss Ave, California City, CA 93505, and incorporated herein by this reference (the “Property”), which is used and maintained by Department for the purpose of conducting a weapons shooting range.

B. Licensee desires, and Department agrees, for Licensee and its officials, officers, employees, contractors, subcontractors, agents, and volunteers (“Agents”) to access and use the Range in accordance with the terms and conditions of this Agreement and any and all safety conditions, as more particularly described in Exhibit “A” attached hereto and incorporated herein by this reference, and as amended from time to time (“Safety Conditions”).

C. In consideration of the mutual promises of the Parties set forth herein and other good and

valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Department and Licensee hereby agree as follows:

Terms

1. License. Department hereby grants to Licensee a temporary, non-exclusive license (“License”) in, on, and across the Property for the purpose of accessing and using the Range for its intended purpose. Nothing herein shall be deemed or construed to be a limitation upon Department’s right to use the Property and the Range in any manner that does not unreasonably interfere with Licensee’s access and use of the Range. Nothing herein shall be deemed or construed to grant to Licensee any interest in the Property. If there is any conflict between proposed use of the Range by Licensee and use of the range by the City or the Department, then use of the Range by the City or the Department shall be given priority over use of the Range by the Licensee.

1.1 Access and Use of Property. Licensee shall adhere to all policies and procedures required pursuant to its access and use of the Property and the Range including, without limitation, posted speed limits, designated ingress and egress routes, and use of designated waste receptacles.

1.2 Scheduling. Licensee and Department agree that the Range shall be open and usable by Licensee only at such times as are mutually agreeable to both parties.

Licensee shall contact Department’s representative, as set forth in paragraph 12 of

Page 2 of 12

this Agreement, at least 2 days (excluding weekends and holidays) prior to

Licensee’s intended use of the Range to determine the availability of the Range.

The potential availability of the Range shall be limited to licensee’s agents (students and staff only) unless authorized by the Department. Access to and from the use of the Property shall at all times be subject to scheduling through the Department.

Licensee may be granted exclusive use of the Range from time-to- time if it is

mutually agreed to by both Parties.

1.3 POST-Certified Range Master. Licensee shall provide, at its sole expense, a POST-certified range master at all times in which Licensee or its Agents are present at the Range. Department may waive the provisions set forth in this Section 1.3 in writing, in its sole and absolute discretion. The Range Master generally oversees the use of the Police Department weapons firing range and maintains and cares for the range equipment. The Range Master ensures overall range safety of all persons present and ensures instructor to student ratios are satisfactory to ensure safety at all times on the range. The Range Master is responsible to ensure that all persons present at the range are authorized or permitted to be at the location.

1.4 Improvements; Dangerous Conditions. Licensee shall notify Department, in writing, within five (5) working days if Licensee discovers any problems, material defects, or dangerous conditions anywhere located on or in the Range facility. Any site improvements requested by Licensee shall be set forth in writing by Licensee and shall be subject to approval in writing by Department prior to the site improvement being made by Department.

1.5 Safety Conditions. Licensee shall adhere to the Safety Conditions attached hereto as Exhibit "A," as amended from time to time, in the sole discretion of the Department. All weapons are to be safety inspected by the Area Weapons Range Officer.

1.6 Licensee's Property. Empty cartridges resulting from Licensee's use of the Range will be removed from the facility by the Licensee at the end of each day. Licensee shall be solely responsible for providing all ammunition, targets, frames, props, timers, chronograph tables, scoreboards and all other items required to conduct Range training. Licensee shall notify Department, in writing, at least

sixty (60) days prior to removing any target frames or target stands that were provided and paid for by Licensee and are mutually used by both Parties.

Licensee shall provide all communication equipment necessary to contact fire, ambulance, or other rescue services during Licensee's use of the Range. Licensee shall additionally develop and have present an Emergency Operation Plan at all times during its use at and access to the Range and shall ensure that a cellular phone is available at the Range in the event of an emergency.

2. Payment. As consideration for the issuance of this License, Licensee shall pay to Department the amount of \$500 per class of Licensee's Agents/students who access and/or use the

Page 3 of 12

Range, not to exceed \$4,000 per year. The License Fee will be invoiced at the end of the month and shall be paid in full no later than the 15th day of the following month throughout the term of this License. Such payment shall be personally delivered or mailed U.S. mail to the Department at the address set forth in Section 12 of this Agreement. Licensee also agrees to provide (2) portable toilet facilities, if needed, which the Licensee will be responsible for service and maintenance as needed.

2.1 Range improvements. Upon POST (Peace Officer Standards and Training), site approval, the Licensee, in partnership with the Department, will make reasonable improvements for student safety and success regarding range training and equipment to meet the training needs of the students involved.

3. Termination of License. The License shall terminate as follows:

3.1 The License shall terminate on February 1, 2027. Upon the effective date of termination of the License pursuant to this Section, Licensee shall cease using the Property and may no longer access the Property without the written authorization or agreement of the Department.

The Department also reserves the right to terminate this License in its sole and absolute discretion, and without cause, at any time prior to the effective termination date by providing Licensee with thirty days' (30) prior written notice.

4. Damage to Property. Licensee shall not damage the Property or commit waste thereon. Licensee shall, at its sole cost and expense and to the satisfaction of the Department, keep

the Premises clean and neat in appearance and maintained in the condition as of the Effective Date. Licensee shall collect and dispose of all trash, including empty cartridges, generated by Licensee or its Agents and will at all times operate its activities in an effort to prevent inconveniences of noise, parking problems, and other nuisances.

5. Indemnification. Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's performance of this Agreement or breach of its terms. The total liability of the Licensee under this agreement shall not exceed \$2,000,000.00. No use of the Range shall be conducted until the "Release and Hold Harmless Agreement for California City" set forth as Exhibit B has been signed and submitted to the City by each Agent of the Licensee.

6. Insurance. Without in any way affecting the indemnity herein provided and in addition thereto, the Licensee shall secure and maintain throughout the Agreement the following types of insurance with limits as shown:

6.1 Workers' Compensation. A program of Workers' Compensation insurance or a state-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$1,000,000 limits, covering all persons providing

services on behalf of the Licensee and specifically covering Licensee's employees' activities at the Range.

6.1.1 If Licensee has no employees, it may certify or warrant to the City that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the City's Risk Manager.

6.1.2 With respect to Licensees that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the City's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

6.2 Comprehensive General Insurance. Licensee shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Licensee, its agents, representatives, employees or subcontractors.

6.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) Workers' Compensation and Employer's Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

6.2.2 Minimum Limits of Insurance. Licensee shall maintain limits no less than: (1) General Liability: \$2,000,000 per occurrence and \$4,000,000 in

the aggregate, for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

6.3 Additional Named Insured. All policies, except for Workers' Compensation policies, shall contain additional endorsements naming the City and its officers, employees, agents, and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

6.4 Policies Primary and Non-Contributory. All policies required above are to be primary and noncontributory with any insurance or self-insurance programs carried or administered by the City.

6.5 Proof of Coverage. Licensee shall immediately furnish certificates of insurance to the Department evidencing the insurance coverage, including endorsements,

Page 5 of 12

above required prior to the use of the Range, which certificates shall provide that such insurance shall not be canceled, or the coverage suspended, voided, reduced, or allowed to expire without thirty (30) days' written notice to the Department and Licensee shall maintain such insurance from the time Licensee accesses and uses the Property until the completion of this Agreement. Within sixty (60) days of the commencement of the Agreement, the Licensee shall furnish certified copies of the policies and all endorsements.

6.6 Insurance Review. The above insurance requirements are subject to periodic

review by the City. The City's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the City. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the City such as inflation, or any other item reasonably related to the City's risk with a 60 day notice.

6.7 Acceptable Insurance Provider. The Required Insurance shall be obtained from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business 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 applicable federal law.

7. 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. The terms and conditions of this Agreement may be altered, changed or amended only by written agreement of the Parties hereto. Section headings contained in this Agreement are for convenience only and shall not have an effect in the construction or interpretation of any provision.

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

9. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties. No assignment of this Agreement shall be made without the Department's

prior written consent, which shall be granted or denied at Department's sole discretion.

10. Attorney's Fees. Should either Party bring a legal action for the purpose of protecting or enforcing its rights and obligations under this Agreement, the prevailing party shall be entitled, in addition to other relief, to the recovery of its attorney's fees, expenses and costs of suit. The provisions of this Section shall survive the entry of judgment and may be enforced through a separate recovery action.

Page 6 of 12

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

12. Notices. All notices permitted or required hereunder 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:

Department: California City Police Department

21000 Hacienda Blvd

California City, CA 93505

Attn: Chief of Police/Director of Public Safety

Licensee: KERN COMMUNITY COLLEGE DISTRICT (KCCD)

2100 Chester Avenue

Bakersfield, CA 93301

Attn: Business Services- Purchasing & Contracts Department

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 the

applicable address.

13. Authority to Enter Agreement. Licensee has all requisite power and authority to conduct its business and to execute, deliver and perform this 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 representative party.

[Signatures on following page]

Page 7 of 12

SIGNATURE PAGE TO
AGREEMENT FOR USE OF WEAPONS SHOOTING RANGE
KERN COMMUNITY COLLEGE DISTRICT ON BEHALF OF CERRO COSO
COMMUNITY COLLEGE

By:

Melissa Thornsberry
Acting Chief Financial Officer
Dr. Justin Vincent, DPA
Acting City Manager
Director of Public Safety
Chief of Police & Fire Chief
City of California City

Attest:

City Clerk

Approved as to Form:

City Attorney

Melissa Thornsberry (Jan 28, 2025 12:29 PST) Melissa Thornsberry

Page 8 of 12

EXHIBIT "A"

RANGE RULES AND SAFETY CONDITIONS

The following rules are for the safety and protection of all personnel using the California City

Police Department Firearms Training Facility.

Range Usage:

All Range usage shall be previously scheduled with the California City Police Department Range

Master or his/her designee. Any on-duty California City Police Department watch commander

has access to the Range calendar for scheduling purposes.

Any California City Police Department personnel, or personnel from any other department that

has not been issued keys to the Range, shall check out the Range keys from the dispatch area at

the California City Police Department. The Range keys shall be returned and checked in immediately after leaving the range.

All persons not affiliated as a City of California City employee must sign the RELEASE AND HOLD HARMLESS AGREEMENT prior to using the City of California City Range. All Releases are to be maintained by the Licensee and available for inspection and audit upon request.

When using the Range for firearm related activities, a minimum of two people is required to be present.

The Range shall be inspected prior to shooting. Any unsafe condition or other problem shall be

reported to the on-duty watch commander at the California City Police Department.

After using the Range, all expended shell casings shall be removed from the Range. All used targets and any trash shall be picked up prior to leaving the Range.

General Safety Rules:

1. No weapons will be fired on the Range without the Range Master or an assigned Range Officer being present, unless authorized by the Chief of Police or his designee.

2. All weapons will be cased or holstered when brought to the Range.

a. If no case or holster is available, the weapon will be carried from the vehicle to the Range House in an unloaded and action open condition.

b. Under no circumstances will a weapon be out of a holster or case and loaded, off the firing line, without the knowledge and consent of the Range Master or an assigned Range Officer.

Page 9 of 12

3. During range usage, all pistols will be holstered, and all rifles and shotguns will be unloaded

and carried with the action open, except on the firing line and under the direction of the Range

Master an assigned Range Officer.

a. All loading and unloading of firearms will be done at the designated point for loading and unloading, or on the firing line under the direction of the Range Master or an assigned Range Officer.

b. Holstered pistols may be loaded but must remain holstered except on the firing line. Magazines may be changed so long as the weapon remains holstered.

4. No loaded weapons will be brought into the Range House except pistols in holsters.

a. For maintenance or repair purposes, all firearms will be unloaded outside the Range House, at the designated loading/unloading area, or on the firing line. The Range Master or an assigned Range Officer will inspect the firearm to confirm it is unloaded prior to entering the Range House.

b. Rifles and Shotguns will be carried unloaded with the action open prior to entering the Range House.

c. No loaded pistols will be un-holstered inside the Range House.

d. No loaded rifles or shotguns will be brought into the Range House.

Safety Equipment:

1. Hearing protection will be worn whenever live fire is in progress on the firing line. This will include any person in the immediate vicinity of the firing line.

2. Eye protection approved by the Range Master or an assigned Range Officer will be worn by

any person who is on the firing line, or forward of the covered area immediately in front of the

Range House.

3. Other protective equipment may be required at the discretion of the Range Master, and on

those occasions will be required by any person on the firing line.

Safety Rules When Firing:

1. All weapons will be pointed down range at all times on the firing line.

2. After firing, all pistols will be holstered before leaving the firing line.

3. No person will move about the firing range with an un-holstered pistol or a loaded rifle or shotgun except as necessary during the actual firing of the training exercise.

Page 10 of 12

4. Any action considered by the Range Master to be unsafe will be halted immediately on his/her command.

5. Any action observed by the Range Master deemed to be an unsafe practice for handling or

using a weapon will be cause to terminate the immediate training exercise until such time as the

unsafe practice can be corrected.

6. Any person, on or off the firing line, should upon witnessing an unsafe act or condition, immediately stop all live fire and notify the Range Master or Range Officer.

Courses of Fire and Training Exercises:

1. Any course of fire will be reviewed by the Range Master for safety, both in content and for suitability for use on the Range.

2. Free practice will be conducted only under the direction of the Range Master or an assigned

Range Officer.

For purposes of safety, all shooting activities conducted at the California City Police Department

Firearms Training Facility will be under the direction of the Range Master or an assigned Range

Officer. The Range Master or any person assigned as a Range Officer by the Range Master or

the Chief of Police or his designee has the authority to suspend the activities of any individual, or

group, who violate the above safety rules until the reason for such suspension is reviewed by the

Chief of Police or his designee.

Page 11 of 12

EXHIBIT "B"

RELEASE AND HOLD HARMLESS AGREEMENT

I have voluntarily requested the City of California City ("City") to allow me to enter and use the

City's premises, facilities, equipment, supplies and apparatus, particularly the City's weapons

shooting range, and related equipment, supplies and apparatus ("Activities"). I hereby

acknowledge, understand and agree that the City is allowing the use of said City facilities and

equipment for my benefit, but that the Activities are not being provided, sponsored, or

endorsed by the City and are not conducted as part of any official City business, including but not

limited to any Activities that are conducted after regular City business hours, or are conducted by

non-City personnel. I also acknowledge, understand and agree that by entering the City's premises and facilities, as well as using its equipment, supplies and apparatus, I may be exposed

to risks of injury or death to my person or damage to property. I understand, acknowledge and

agree that such damage may be caused, either directly or indirectly, in whole or in part, by the

fact I will be participating in the Activities. I understand, acknowledge, and agree that I have been

given a copy of, or have been given an opportunity to read and review, the "Range Rules and Safety Conditions" regarding the use of the City's weapons shooting range and will follow all

such rules and safety conditions at all times.

I HEREBY ACKNOWLEDGE, UNDERSTAND AND AGREE that I am 18 years of age or older, fully aware of the risks and hazards inherent in entering the City's premises and facilities, as well

as using its equipment, supplies and apparatus, and I agree to accept and assume full responsibility

for any and all risks of damage, injury, or death while participating in the Activities, whether while

using City equipment, supplies and apparatus or while in or on City facilities or premises, whether

the risks are known or unknown to me. I agree not to permit any individual to use the City's premises, facilities, equipment, supplies, or apparatus unless and until I know that they have been

given a copy of and an opportunity to read the “Range Rules and Safety Conditions,” and have

signed an agreement substantially similar to this “Release and Hold Harmless Agreement.”

I HEREBY ACKNOWLEDGE, UNDERSTAND AND AGREE that in consideration for the City allowing me to participate in the Activities, I, my personal representatives, heirs, next-of-kin and

assigns (collectively the “Releasers”) shall be deemed to release, waive, discharge and covenant

not to sue the City and its officials, officers, employees, volunteers and agents from and for any

and all liability for any loss or damage to me or the other Releasers, and from and for any claim

or demands therefor on account of injury to the person or property of me or the other Releasers,

including without limitation death, whether caused by the negligence of me, the City, any licensees or other participants in the Activities, or anyone else while I participate in the Activities,

whether or not using City equipment, supplies and apparatus or while in or on City facilities or

premises, whether the risks are known or unknown to me.

I HEREBY AGREE to defend, save and hold free and harmless the City and its officials, officers,

employees, volunteers and agents from any and all liability from loss, damage, cost or injury,

including without limitation wrongful death, to any property or persons, in any manner arising

out of, pertaining to, or incident to any acts, omissions or willful misconduct of me while I

participate in the Activities, whether while using City equipment, supplies and apparatus or while

in or on City facilities or premises, including without limitation the

Page 12 of 12

payment of attorneys' fees and court costs. Further, I shall defend at my own expense, including payment of attorneys' fees, the City and its officials, officers, employees, volunteers and

agents in any action or proceeding, legal, administrative or otherwise, based upon such acts,

omissions or willful misconduct.

I HEREBY REPRESENT, WARRANT AND AGREE that I have read and voluntarily sign this release, waiver and indemnity certification, and further warrant and represent that no oral representations, statements or inducements apart those matters set forth above have been

made. I understand that I should retain an executed copy of this certification for my records.

I further acknowledge, represent and warrant that I have read and waive all rights and protections

otherwise available to me under California Civil Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

In connection with my participation in the Activities, I hereby unconditionally authorize and consent to the City using videotape, audio, photographic, electronic and/or any other media image,

quotations, likeness, or electronic or photographic reproduction in any manner, in whole or in part,

for any and all educational, promotional, marketing, news, or outreach activities of the City.

I HAVE CAREFULLY READ, UNDERSTAND, ACKNOWLEDGE AND AGREE TO THIS RELEASE AND HOLD HARMLESS AGREEMENT. I UNDERSTAND THAT I MAY SEEK THE ADVICE OF AN ATTORNEY IN ANY MATTER CONNECTED WITH THIS RELEASE, WAIVER AND INDEMNITY CERTIFICATION BEFORE SIGNING. I REPRESENT AND WARRANT THAT I UNDERSTAND THE TERMS AND CONDITIONS SET FORTH ABOVE AND THAT I AM LEGALLY COMPETENT AND OTHERWISE ABLE TO SIGN THIS AGREEMENT.

Signature Name (Print)

Date

Melissa Thornsberry (Jan 28, 2025 12:29 PST) Melissa Thornsberry, Acting Chief Financial Officer Melissa Thornsberry

01/28/2025

CALIFORNIA CITY POLICE

DEPARTMENT_LICENSE

AGREEMENT_WEAPONS SHOOTING RANG

E_CC_RP613_NTE_\$8K_02012025-02012027

(1297457)

Final Audit Report 2025-01-28

Created: 2025-01-28

By: Cammie Ehret-Stevens (cammie.ehret@kccd.edu)

Status: Signed

Transaction ID: CBJCHBCAABAAz9WWFKHPjRg8jyY8dPcknZHBB2aR5GaN

"CALIFORNIA CITY POLICE DEPARTMENT_LICENSE AGREE

MENT_WEAPONS SHOOTING RANGE_CC_RP613_NTE_\$8K_

02012025-02012027 (1297457)" History

Document created by Cammie Ehret-Stevens (cammie.ehret@kccd.edu)

2025-01-28 - 5:27:17 PM GMT- IP address: 71.130.11.239

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Document e-signed by Melissa Thornsberry (melissa.thornsberry@kccd.edu)

Signature Date: 2025-01-28 - 8:29:53 PM GMT - Time Source: server- IP address:
198.189.4.11

Agreement completed.

2025-01-28 - 8:29:53 PM GMT



COUNCIL AGENDA ITEM

February 11, 2025

TO: Mayor and City Council

FROM: Dr. Justin Vincent, Director of Public Safety

SUBJECT: Council Authorizes Animal Shelter Supervisor to Accept Grant Funds for Awarded Grant

BACKGROUND/DISCUSSION

In August 2024, Animal Control Supervisor, Brian Smith and Volunteer, Marta Escanuelas, applied to be part of the Best Friends Animal Sanctuary Network Partnership and applied for the “2024 Return to Home Challenge” grant. The opportunity for the shelter was to obtain anywhere from \$1,000 to \$10,000, with this grant. This year, the California City Animal Shelter was awarded a grant of \$5,000.00

This organization provides a network of resources for rescues, shelters, and organizations that work with all types of animals. Specified grant invited animal shelters and rescue organizations that handle lost/stray/at-large dogs and cats to elevate Return to Home, by creating a culture of return to home within their organization and community. This would allow organizations to expand new programs or practices to make it easier for the community to help a lost pet. Simple practices like microchipping, making information about lost pets easily accessible on the Shelter’s website and letting the community know what they should do if they find a lost pet.

FISCAL IMPACT

The fiscal impact will be a revenue of \$5,000 going into GL 18-3680, Police Grants.

RECOMMENDATIONS

The council authorize the police department to accept funds for the awarded grant.

ENVIRONMENTAL IMPACT:

None

ATTACHMENTS

- A. Challenge Requirements and Agreement
- B. Resolution No.25-

City Manager Approval (Initial): _____

City Attorney Approval (Initial): _____

Finance Manager Approval (Initial): _____

(Select Category)

Departmental Reports (DR) _____

Consent Calendar (CC) _____

City Manager Report (CMR) _____

Continued Business (CB) _____

New Business (NB) x

RESOLUTION NO. 25-3109

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY, CALIFORNIA, APPROVING THE ACCEPTANCE OF GRANT FUNDS FROM BEST FRIENDS ANIMAL SANCTUARY NETWORK FOR THE PARTICIPATION IN THE 2024 RETURN HOME CHALLENGE.

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

WHEREAS the Best Friends Animal Sanctuary Network offers useful resources to rescues, shelters, and organizations that work with lost/stray/at-large dogs and cats to find their way back home, and

WHEREAS the City of California City Animal Shelter in conjunction with other rescues and shelters, participated in a Best Friends Animal Sanctuary Network grant opportunity; such participants took the opportunity of the resources it had to offer. One useful resource was to be awarded a \$5,000 grant for participating in the 2024 Return Home Challenge; and

WHEREAS the City Council authorizes Animal Shelter Supervisor to accept the allocation of funds for the 2024 Return Home Challenge project; to sign any documents required to apply for and accept these subject funds on behalf of the City of California City.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of California City, this 11th day of February 2025.

E. Hawkins,

Mayor

Marquette

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 11th day of February 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 February 2025.

Leandrea Weible
Acting City Clerk


Application

C.  Public Profile

 Collaborate 0

Process: 2024 Return to Home Challenge

Contact Info | Request | Documents 0

Applicant: 

[Redacted]

[Redacted]


[Redacted]

[Redacted]

[Redacted]

[Redacted]

Organization:

California City Animal Shelter 

95-2408763

760-373-1115

21130 Hacienda Blvd.

California City, CA 93505 California

Contact Email History

If your organization information does not appear correct, please contact the funder. Thank you.

 Question List



ⓘ Due by 08/07/2024 11:59 PM MDT.

ⓘ Fields with an asterisk (*) are required.

✓ Challenge Requirements + Agreement

Reminder of Challenge requirements:

- Be a Best Friends Network Partner
- Have a Shelter Pet Data Alliance account with current data through 2023 and the last completed month of 2024
- Share community education resources in English and Spanish (other languages acceptable based on the shelter's community) on the topics of lost/found pets and microchipping a minimum of 4 times in September on all social media and website
- Distribute all provided PetHub tags
- Demonstrate a year over year increase in pets reclaimed via return to home or return to home in field practices in September
- Pilot at least 2 new operational practices from September 1-September 30 (see options below)

Every organization that meets the requirements above will receive a \$1,000 grant! Five organizations will receive \$10,000.

- 2 for the organizations with the greatest year over year reclaim increase
 - 1 for greatest number of reclaims for organizations who did not practice return to home operations in 2023
 - 2 for the most creative solutions for Return to Home
- Grant notifications will be sent in mid-October.

Which return to home practices will your organization pilot from September 1-September 30?*

You must pilot at least TWO of these practices for the full month of September to be eligible for any grant. You must select practices your organization does not currently do.

We are available to help if you have any questions about these options. Please complete this support form and someone will be in touch.

- Add Petco Love Lost reclaim feature to website
- Provide at least 50% of animal control officers that engage with public microchip scanners
- Waive or reduce reclaim fees by at least 50%
- Allow the public to view and place an adoption hold on an animal before the animal's stray hold ends
- Host low-cost or free microchipping event or offer free microchipping for the duration of Sept. 2024
- Publish on website a quality photo for all lost pets within 24 hours of intake
- Conduct in-field investigation for home. (See option explainer for details.)

- Hang at least 2 flyers for each impounded animal at intersection nearest found location
- Post all stray/lost pets on Nextdoor and/or Neighbors by Ring with a photo and found location.

Is your organization a municipal entity in South Carolina or Texas?*

Private organizations with government contracts in South Carolina or Texas should select "No."

All organizations outside of Texas and South Carolina, including municipal entities in other states, should select "No."

- No
- Yes, a South Carolina municipal entity
- Yes, a Texas municipal entity



Best Friends Animals Society ("BFAS") is a 501(c)(3) nonprofit corporation based in Kanab, Utah, whose mission is No More Homeless Pets®. BFAS feels

privileged to help save lives by working with organizations and agencies by providing funding for specific projects and/or needs.

Recipient (defined below) is a 501(c)(3) nonprofit animal welfare charity or a municipal shelter which has submitted a grant request to BFAS requesting to be awarded a grant pursuant to the scope of the program below.

This grant agreement (“Agreement”) will govern the terms of the grant (the “Grant”). The parties hereby agree to the following terms and conditions as of the date on which it is fully executed by both parties (the “Effective Date”).

Each party shall be referred to herein individually as a “Party,” and collectively as the “Parties.”

✓ Project Description, Grant Amount and Term

Section 1. Project Description, Grant Amount and Term

Full Legal Name of Organization*

City of California Animal Shelter

EIN*

#	952408763
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Grant Amount: \$1,000

The Term of this Agreement, unless terminated pursuant to the language below will be from October 12, 2024 to October 12, 2025. In the event that (a) Recipient fails to fulfill or report on the conditions set forth in Exhibit A, or (b) BFAS determines that Recipient has not met the conditions set forth in Exhibit A, *then* (y) no Grant will be provided and (z) upon either Party's written notification to the other (email is sufficient), this Agreement will immediately terminate.

The Grant will be provided in one-time payment by November 8, 2024 or if notification is provided to Recipient of a delay, within a commercially reasonable time after November 8, 2024 with BFAS' obligation to disburse funds *conditional upon* (a) Recipient's execution of this Agreement via electronic platform by July 31, 2024, (b) BFAS receipt of Recipient's IRS Form W-9 by July 31, 2024 (c) Recipient has fulfilled the conditions set forth in Exhibit A and has reported on its activities, and (d) BFAS good faith confirmation that Recipient fulfilled the conditions set forth in Exhibit A.

✓ Use of Grant Funds

Section 2. Commitment from Recipient to BFAS

A. Submit monthly data reporting through the Shelter Pet Data Alliance platform through the Term of this Agreement.

Section 3. Grant Branding Terms and Promotion

Recipient shall coordinate with BFAS regarding the promotion of the Grant. The Recipient agrees that BFAS may issue reports or statements to its members, the media and the public about the Grant and identify Recipient by name. This includes, but is not limited to websites, newsletters, press releases, magazine articles, blogs, and podcasts. The Recipient shall reasonably cooperate with BFAS network staff, volunteer team leaders, and news or magazine writers in the production of such news content. Neither Party may use the other Party's logos, trademarks, or other intellectual property without express written permission of the other Party.

Section 4. Grant Recipient Representations and Warranties Recipient represents and warrants as follows:

- A. Recipient is a qualified 501(c)(3) entity or government organization and is and will continue to be a BFAS Network Partner during the Term of this Agreement.
- B. Recipient represents that Recipient will have within the times set forth in Exhibit A (i) fulfilled each of the requirements for the Return to Home Challenge as set forth in Exhibit A attached hereto and (ii) will have accurately reported on activities pursuant to the reporting form referenced in Exhibit A to BFAS.
- C. Recipient acknowledges that its animal welfare activities may be governed by a variety of federal, state, and local laws. Recipient hereby warrants that it shall use its best efforts to comply with all applicable laws and shall not knowingly violate same.
- D. There are no claims, investigations, or proceedings in progress, pending or threatened against Recipient which, if determined adversely, would have a material effect on Recipient's ability to fulfill its obligations pursuant to this Agreement and there are no claims, investigations or proceedings in progress, pending or threatened against Recipient which involve animal neglect or abuse
- E. The individual signing this Agreement on behalf of Recipient is legally competent to enter into this Agreement duly authorized to do so by the Recipient.

Section 5. Grant Restrictions

Recipient specifically agrees that no portion of the Grant funds will be used for any of the following: (i) to lobby or otherwise attempt to influence legislation; (ii) to influence outcome of any specific public election or participate or intervene in any political campaign on behalf of any candidate for public office or conduct, directly or indirectly; (iii) to support or oppose any elected official or candidate for public office or on any particular issue.

Section 6. Termination

Recipient may terminate this Agreement upon providing ten (10) business days written notice to BFAS in the event of the following events of default:

- (i) By its actions or statements, BFAS materially harms Recipient as determined by Recipient in its reasonable judgment;
- (ii) BFAS files for bankruptcy, sells, assigns, or transfers the majority of its assets to another entity, or ceases to operate as a nonprofit corporation.

BFAS may terminate this Agreement upon providing ten (10) business days written notice to the Recipient in the event of the following events of default:

- (i) By its actions or statements, Recipient materially harms BFAS as determined by BFAS in its reasonable judgment:

- (ii) Recipient files for bankruptcy, sells, assigns, or transfers the majority of its assets to another entity, or ceases to operate as a nonprofit corporation (if a nonprofit corporation); or
- (iii) Recipient fails to perform its commitments as set out in this Agreement.

Section 7. Non-Disparagement

During the Term of this Agreement and for one year after this Agreement's termination, Recipient agrees to take reasonable commercial measures to ensure that its representatives and Recipient's official media outlets do not make statements, including but not limited to social media posts, regarding the activities covered by this Agreement that are intended to or likely to bring BFAS into disrepute.

Section 8. Release

To the full extent permitted by applicable law, Recipient, its directors, officers, employees, representatives, agents, successors and assigns, agrees never to bring a claim or suit against BFAS relating to the Grant and its receipt of grant funds. Recipient agrees BFAS and its

directors, officers, employees, representatives, agents, successors, and assigns (the "Releasees" are not responsible for any of the decisions, plans, guidelines, work, or activities related to or arising from its programs. Recipient releases the Releasees from all liability arising from any work or activities related to this Grant.

Recipient understands this Agreement discharges the Releasees from any liability to Recipient with respect to bodily injury, personal injury, illness, death, property damage or other loss of any kind or nature whatsoever, direct or indirect, known or unknown, that may result as a result of Recipient's work, participation and activities related to this Grant. To the full extent permitted by applicable law, Recipient releases the Releasees for BFAS' own negligence or liability that may result in bodily injury, personal injury, illness, death, property damage or other loss of any kind or nature whatsoever, direct or indirect, known or unknown, that may result as a result of Recipient's work, participation and activities related to this Grant.

Section 9. Indemnity Agreement

To the full extent permitted by law, the Recipient and its directors, officers, agents, employees, representatives, successors and assigns, agree to indemnify and hold Releasees harmless for all bodily injury, personal injury, illness, death, property damage or other losses of any kind

or nature whatsoever, direct or indirect, known or unknown, including attorney's fees and costs of litigation that result to anyone else or any other entity because of Recipient's actions or omissions related to the Recipient's programs or any breach by Recipient of this Agreement. This includes lone acts or omissions by the Recipient as well as the combined acts of the Recipient with others.

Section 10. Survival of Terms

The releases and indemnification obligations are perpetual. The Non-Disparagement clause survives for one year following this Agreement's termination.

Section 11. No Third-Party Beneficiaries

Nothing in this Agreement shall be construed to give any person or entity other than the Parties to this Agreement any legal or equitable claim, right or remedy; rather, this Agreement is intended to be for the sole and exclusive benefit of the Parties hereto.

Section 12. Potential Additional Grant Funds and Publicity Materials

Recipient

understands that Recipient may be awarded an additional \$10,000 in funds in the event that it is chosen as a “10,000 grant recipient” as part of the Return to Home Challenge. Any such selection or disbursement of additional funds is at the sole discretion of BFAS. The Parties agree that all the terms of this Agreement apply to such disbursement of funds. In addition, if Recipient is selected as a \$10,000 grant recipient, Recipient agrees to provide to Best Friends, via email to the contact address provided by Best Friends, with a minimum of one (1) unique still photo and/or video clip of no less than 30 seconds in length, in a format suitable for posting on social media platforms or websites (with the specific digital format mutually agreed upon by the parties) relating to events or activities associated with the Program by October 31, 2024 (the “Publicity Materials”). Recipient grants Best Friends the nonexclusive, perpetual, royalty-free right, license and permission to use the Publicity Materials in any manner Best Friends deems appropriate and warrants to Best Friends that it has received any permissions needed to grant such right and will, to the full extent permitted by law, indemnify, defend and hold harmless Best Friends from any claim that Best Friends use of such Publicity Materials pursuant to this Agreement infringes any third-party rights.

Section 13. Other Terms

The provisions in this Agreement bind the successors and assigns of Recipient. Each term of this Agreement is material. Recipient agrees that in the event that any clause or provision of this agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement. This is the entire agreement between the Parties and supersedes any other verbal or written statements, representations, or promises.

This Agreement shall not be construed to constitute any form of partnership, agency, or joint venture between BFAS and Recipient. Neither Party is responsible in any way for the debts of the other or any other party, or any breach of any law, rule, regulation, complaint, grievance, custom, or guideline of the other. Neither Party has authority to bind the other to any contractual or other agreements and in no event shall either Party represent or hold itself out as acting on behalf of the other Party hereto.

By signing below, Recipient and BFAS acknowledge and agree to the terms of this Agreement. If signing electronically, the Parties acknowledge that they have read this Agreement and indicate their intent to electronically sign and be bound by the terms and conditions therein. They agree that their electronic signatures are intended to authenticate this writing and to have the same force and effect as a manual signature for purposes of validity, enforceability, and admissibility.

Acceptance of Terms and Conditions*

This grant is conditional upon Recipient's acceptance of the terms and conditions set forth herein. By selecting the "I Accept Grant Terms and Conditions" below, Recipient agrees to accept and comply with the stated terms and conditions of this grant.

- I Accept Grant Terms and Conditions
 I Decline Grant Terms and Conditions

AUTHORIZED SIGNATURE

By typing in my Name, Title, and Date in the spaces below, and clicking submit, I confirm that I am an authorized representative of Network partner and intend to affix my electronic signature to FY 2024 Return to Home Challenge Grant Agreement, with the intent to be bound thereby.

The authorized representative agrees that the representative's electronic signature is intended to authenticate this writing and to have the same force and effect as a manual signature for the purposes of validity, enforceability, and admissibility.

Full Name*

MARTA RUIZ ESCANUELAS

Title*

Volunteer of the California Animal Shelter

Date*



08/01/2024

BFAS Name

BFAS Title

BFAS Date Signed



✓ Appendix A: Return to Home Challenge
Participation Requir...

1. Recipient completed and submitted to BFAS the required registration form by July 31, 2024 at 11:59pm MST.
2. Recipient completed and submitted to BFAS the required challenge report form by October 12, 2024 at 11:59 pm MST.
3. Recipient has anShelter Pet Data Alliance account and is current on data submission and sharing for all of 2023 and through the month of September 2024.
4. Recipient shared community education resources provided or approved by BFAS in English and Spanish (or another language acceptable based on the shelter's community) on the topics of lost and found pets and microchipping a minimum of 4 times on all organizational social media channels and websites during September 2024.
5. Recipient distributed all provided PetHub tags during September 2024.
6. Recipient piloted two "Return to Home" practices, that Recipient was not already doing prior to September 1, 2024, for the duration of September 2024 (details and options below) as reported on the challenge report.
7. Recipient demonstrated a year-over-year increase in total animals reclaimed between September 1 and September 30 as reported on the challenge report.

"Return to Home" practices options:

- Add Petco Love Lost reclaim feature to Recipient's website
- Provide at least 50% of its animal control officers that engage with public microchip scanners
- Waive or reduce reclaim fees by at least 50%
- Rehoming: Allow the public to view and place an adoption hold on an animal before the animal's stray hold period expires
- Host low-cost or free microchipping event during September 2024 or offer free microchipping for the duration of September 2024
- Publish on Recipient's website a quality photo (as defined by provided materials) for all lost pets within 24 hours of intake
- Conduct in-field investigation for home: Require animal control officers to follow lost pets to see if they can identify their home and talk to at least one community member if unable to identify by following pet. Leave an informational flyer at the suspected home with reclaim instructions.
- Hang flyers for impounded animals: Require animal control officers to hang 2 provide flyers with the animal's information at the nearest intersection to where the pet was found.
- Utilize Nextdoor: Begin posting all stray/lost pets on Nextdoor with a photo and found location.

ⓘ Acceptance of Terms and Conditions is Required

ⓘ Due by 08/07/2024 11:59 PM MDT.

Abandon Request

Save Application

Submit Application