

Marquette Hawkins
MAYOR

Jim Creighton
MAYOR PRO TEM

Shawn Bradley
Della Clark
Ronald Smith
COUNCIL MEMBERS

Sean Grayson
CITY MANAGER



AGENDA

***CITY COUNCIL/ HOUSING AUTHORITY/ SUCCESSOR AGENCY
REGULAR MEETING TUESDAY, AUGUST 11, 2026 @ 5:00 PM
COUNCIL CHAMBERS
21000 HACIENDA BLVD., CALIFORNIA CITY, CA 93505 &
VIA ZOOM***

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/82424125440>

Meeting ID: 824 2412 5440

Passcode: 288834

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 Webinar 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 the City Clerk for a request to speak, and the City Clerk will unmute you.
 - e. When requested to speak, state your name for the record
 - f. Re-mute when your time to speak has ended

*The 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: Bradley Clark, Smith, Mayor Pro Tem Creighton, Mayor Hawkins

ADOPT THE AGENDA

PUBLIC COMMENT

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

CLOSED SESSION

CS 1. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2):

One case.

CS 2. CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1)

Vincent v. City of California City, Kern County Case BCV-25-102867

CS 3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8

Property: The California City Airport Restaurant Building located at 22636 Airport Way #10, California City, CA 93505

Agency Negotiator: Sean Grayson, City Manager

Under Negotiation: Price and terms of lease

CS 4. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code Section 54957:

Title: City Manager

REPORT OUT OF CLOSED SESSION

CITY COUNCIL CONVENES TO REGULAR MEETING

REGULAR MEETING 5:00 PM

CALL TO ORDER

PLEDGE OF ALLEGIANCE / INVOCATION

ROLL CALL –

Councilmembers: Bradley Clark, Smith, Mayor Pro Tem Creighton, Mayor Hawkins

DEPARTMENT REPORTS

Cannabis City Manager
Housing OHV
Parks and Recreation

CITY CLERK REPORTS/RECEIVED COMMUNICATIONS

J.M. Powers – August 3, 2026

CIVIC/COMMUNITY/ORGANIZATION ANNOUNCEMENTS

PUBLIC BUSINESS FROM THE FLOOR / PUBLIC COMMENT

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

CONSENT CALENDAR

WAIVER OF FULL READING OF RESOLUTIONS AND ORDINANCES

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

- CC 1.** Approve City Check Register dated 07/24/2026-08/06/2026
- CC 2.** Staff Report: Sean Grayson, City Manager
Subject: **Authorization to Release a Request for Proposals (RFP) for Debt Collection Services**
Recommendation: It is recommended that the City Council authorize the release of the RFP
- CC 3.** Staff Report: Joe Barragan, Public Works Director
Subject: **Second Reading and Adoption of Ordinance No. 26-836: An Ordinance of the City Council of the City of California City, California, Amending Chapter 1 (Building and Safety Regulations) and Adding Chapter 13 (Electric Vehicle Charging Stations) to Title 8 (Building Regulations) to the California City Municipal Code Implementing a Ministerial Permitting Process for Electric Vehicle Charging Stations**
Recommendation: Staff recommends that the City Council conduct second reading of the Ordinance and adopt it.

- CC 4. Staff Report: Sean Grayson, City Manager & Anu Doravari, City Planner
Subject: **1) Approval of Reimbursement Agreement with West Mojave Renewables, LLC for the West Mojave Solar PV Project; and 2) Authorize the City Manager to Execute the Agreement in Substantially Final Form, Subject to City Attorney Approval as to Form and Any Non-Substantive Corrections**
Recommendation: It is recommended that the City Council approve the reimbursement agreement and authorize the City Manager to execute the agreement

CONTINUED BUSINESS

- CB 1. Staff Report: Joe Barragan, Public Works Director
Subject: **Resolution No. 26-3269: A Resolution of the City of California City Council to Authorize the City Manager to Execute an Agreement with RJR Water Features, Inc. for the Commercial Recirculating Splash Pad Project, with a Total Value of \$545,000**
Recommendation: It is recommended that the City Council adopt the resolution authorizing the City Manager to execute the agreement
- CB 2. Staff Report: Joe Barragan, Public Works Director
Subject: **Streets Crack Seal Project Timeline Update**
Recommendation: It is recommended that the City Council receive the report and provide any needed direction.
- CB 3. Staff Report: Sean Grayson, City Manager
Subject: **Call for a Meeting of the SDI Advisory Committee to Address the Requirements of the Municipal Code and the Needs of the Committee**
Recommendation: It is recommended that the City Council call for a meeting of the SDI Committee
- CB 4. Staff Report: Sean Grayson, City Manager
Subject: **1) Authorize the City Manager to Execute the Grant Deed for Assessor's Parcel No. 205-330-04-00-1 Located at 20890 Hacienda Blvd, California City, CA 93505 Transferring it to Kern County; and 2) Direct that \$63,492.06 be Budgeted as Funds Restricted for Future Distribution in the Fiscal Year 2026/27 Final Budget**
Recommendation: Staff recommends that the City Council, acting as the Successor Agency Board, authorize the City Manager to execute the grant deed for the specified property transferring it to Kern County and that the City Council direct \$63,492.06 be defined in the final budget for future distribution.

NEW BUSINESS

- NB 1. Staff Report: John Paul Maier, Deputy City Manager
Subject: **Bob Parker Scout Lodge Fire – Status Update and Next Steps for Assessment, Demolition, and Rebuilding**
Recommendation: It is respectfully recommended that the City Council receive and file the update and provide any needed direction.
- NB 2. Staff Report: Victor Ponto, City Attorney
Subject: **Consideration of Professional Services Agreement with Bob Murray & Associates for the Executive Recruitment of a City Manager in an Amount Not to Exceed \$33,000**
Recommendation: Staff recommend the City Council authorize the Mayor to execute a professional services agreement with Bob Murray & Associates for the executive recruitment of a City Manager

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- August 7 2026

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



COUNCIL AGENDA ITEM

August 11, 2026

TO: Honorable Mayor and City Council

FROM: Carina Robinson, Cannabis Program Manager

SUBJECT: CANNABIS MONTHLY DEPARTMENT REPORT

MONTHLY ACTIVITY

1. Collected Q4 Cannabis Tax payments which were due by July 31st.
 - a. One Operator did not submit payments or tax returns in a timely manner. Penalties and interest were assessed.
 - b. One manufacturing permit closed as of 3/31/2026, no tax reporting for Q4.
 - c. Eight permits non-operational with zero tax revenue in Q4.
 - d. This task meets CCMC Sec. 3-2.8.050 Tax Imposed and Sec. 3-2.8.060 Reporting.
2. Met with representative from Cassell regarding permit billings/invoices in software.
3. Met with four operators for follow up inspections.
4. Met with BSCC administration office for clarification regarding submission and approvals moving forward.
 - a. BSCC Grant Invoice #13 due August 15, 2026.
5. Created FY 25-26 Audit binder of letters of intent to renew, billings, quarterly tax returns, and receipts for proof of payments.
6. Working with RCS Consultants for Time Allocation Study.

ONGOING ACTIVITY

1. Creating Townhall PowerPoint for Operator Training per BSCC Grant.
2. Creating Community Townhall PowerPoint to ensure industry and plant safety education per BSCC Grant.
3. Follow-ups with complaints from identified and anonymous reporters.
4. Updating electronic files for each operator with all correspondences. Documents are date and timed stamped upon receipt, then scanned/uploaded to the 'P' Drive.
5. Cannabis spreadsheet updated continuously with accurate information for accounting department.
6. Reviewing facility files for accurate cannabis tax assessment reporting.
7. Attending Cannabis Advisory Committee meetings (virtual attendance). Public comments are submitted via email and verbally as required.



COUNCIL AGENDA ITEM

August 11, 2026

TO: Mayor and City Council

FROM: Sean Grayson, City Manager

SUBJECT: City Manager's Report

July 28, 2026 City Council Meeting AB1234, Questions and Comments Follow-Up:

At the July 28, 2026, City Council meeting, there were questions and direction provided by the City Council. Below, please find the answers and responses to be shared with the City Council and the community.

The following is an update on information, questions, or requests that came from agendized items:

- **Request for a report and update on Capitol Advocacy Partners (CAP) current activities and pay structure.**
 - Staff will work with CAP for a report and update at a future City Council meeting.
- **From CC 5, request that there be a weekly update on the crack seal activities and pictures provided.**
 - Staff will develop a plan for this and a way to report to the City Council and the public.
- **From CB 1 recommendation to consider advertising on the Dial-A-Ride buses as a revenue sources to support the recommended pilot programs.**
 - This will be included in an item planned for an August City Council agenda covering all potential revenue sources for the City.

The following is an update on information, questions, or requests that came from AB1234 reports:

Councilmember Bradley

- **Notification that the Councilmember's first quarterly town hall will be Sunday August 23 from 6-8pm. It will be hosted virtually with information on how to attend to be provided in the future.**
 - No action by staff
- **Request to agendize the topic of "Public Safety" at a future City Council meeting.**
 - Staff will review when and how this might be agendized at a future meeting.

Councilmember Clark

- **Information about the Community Action Partnership of Kern and the low-income energy efficiency program.**
 - Those interested can contact 211, 661-336-5200 or visit energy.cpk.org

Councilmember Smith

- **9000 block of Karen Avenue has a burned out house that has been present for a long time.**
 - This has been referred to Code Enforcement, Police, and Kern County Fire for evaluation.
- **Request to agendize the SDI committee including multiple potential agenda items such as the investment review committee, following the municipal code, the fire station property, etc.**
 - This item has been placed on the August 11, 2026 City Council agenda.
- **Request for an update on the parallel investigation related to the SDI fund.**
 - This request will be addressed at a future City Council meeting.
- **Kenison street still has dumpsters in the street.**
 - This has been referred to Public Works and Police to coordinate with WM.
- **Re-request for an update on the containers on Neuralia**
 - This is a continuing code enforcement action.

Mayor Hawkins

- **Call on local contractors and volunteers to help with the rebuilding of the Scout Lodge.**
 - No action by staff
- **Comments on Public Safety, vehicle break ins, and due diligence.**
 - The police department is active in addressing recent increase in property crimes.
- **Comments on the rise of vandalism, gang tagging, and related criminal activity.**
 - The police department is active in addressing recent increase in property crimes.
- **Comment on the video and pictures showing the stealing of a City stop sign.**
 - The information has been referred to the police department for investigation.
- **Notification that the new basketball hoops for the Strata Center are in and that the Mayor will be assisting with assembly and mounting in the future.**
 - The assembly and installation began on July 29, 2026.



COUNCIL AGENDA ITEM

August 11, 2026

TO: Honorable Mayor and City Council

FROM: Nicole Jarmon- Housing Manager

SUBJECT: HOUSING MONTHLY DEPARTMENT REPORT

BACKGROUND/ DISCUSSION

Desert Jade

Currently we have 91 apartments that are filled.
The waitlist has been updated, and we currently have 72 applicants.
One unit is undergoing rehab,
1 unit became vacant as of July 15th.
July 28th, we had our monthly food giveaway.

Fire Units

Desert Jade has three units red tag due to fire, Truss calculations have been submitted to engineers, waiting on plans to be submitted to City.

Legends

Currently has 5 apartments and 6 houses filled.
1 vacant unit as of August 1st.
Waitlist is combined with Desert Jade



COUNCIL AGENDA ITEM

August 11, 2026

TO: Honorable Mayor and City Council

FROM: Inge Elmes, OHV Manager

SUBJECT: OHV MONTHLY DEPARTMENT REPORT

Events

August historically is a slow season for OHV due to high temperatures. Next major turnout is typically Columbus Day Holiday weekend.

Operations

Staff is preparing for the upcoming G26 grant cycle. The new OHV RV Dump Station Development project has completed the grant funded curb concrete and asphalt paving contract jobs. Next steps are fencing, solar lighting, and signage.

Manager Updates

The G26 Intent to Awards have been posted. The City of California City has received the following awards in their respective categories:

Ground Operations - \$729,963.00
Education & Safety - \$53,627.00
LE - \$29,171.00

Final Awards will be posted in September upon resolutions of any appeals.

Finance Report

For the month of July, OHV sales totaled \$3,398.00. These numbers are actuals and reflect only amounts received within each month. Please refer to Monthly Permit Sales report for FY totals.

*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. Not all proceeds are deposited in the same month.

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

Attachment

OHV Permit Program Sales Spreadsheet

July		MONTHLY OHV PROGRAM SALES							FY26/27			
SALES	2026 Totals		QTY	CASH	QTY	CHECK	QTY	CREDIT CARD	QTY	PAYPAL	TOTALS	YTD TOTALS
Single Permits (Prorated)	\$10		0	\$0	0	\$0	0	\$0	0	\$0	\$0	
Single Permits	\$15		17	\$255	9	\$135	16	\$240	2	\$30	\$660	660.00
Small Family (Prorated)	\$40		0	\$0	0	\$0	0	\$0	0	\$0	\$0	
Small Family	\$60		6	\$360	2	\$120	7	\$420	3	\$180	\$1,080	1,080.00
Large Family (Prorated)	\$80		0	\$0	0	\$0	0	\$0	0	\$0	\$0	
Large Family	\$100		0	\$0	1	\$100	0	\$0	1	\$100	\$200	200.00
OHV 4 Pack (Prorated)	\$35		0	\$0	0	\$0	0	\$0	0	\$0	\$0	
OHV 4 Pack	\$50		3	\$150	1	\$50	1	\$50	0	\$0	\$250	250.00
RV Pass (Prorated)	\$15		0	\$0	0	\$0	0	\$0	0	\$0	\$0	
RV Pass	\$30		3	\$90	0	\$0	4	\$120	1	\$30	\$240	240.00
Single Dump Pass	\$5		2	\$10	0	\$0	0	\$0	0	\$0	\$10	10.00
Single Water Pass	\$5		1	\$5	0	\$0	0	\$0	0	\$0	\$5	5.00
Additional Permits (Prorated)	\$5		0	\$0	0	\$0	0	\$0	0	\$0	\$0	
Additional Permits	\$10		1	\$10	0	\$0	2	\$20	0	\$0	\$30	30.00
Free	Free		0	\$0	0	\$0	2	\$0	0	\$0	\$0	
Residents Permits	Free		6	\$0	0	\$0	7	\$0	0	\$0	\$0	
Paypal Fees - \$4	\$4		0	\$0	0	\$0	0	\$0	7	\$28	\$28	28.00
Holiday Week Day - Power	\$25		0	\$0	0	\$0	1	\$25	0	\$0	\$25	25.00
Holiday Week Day - Water	\$15		0	\$0	0	\$0	1	\$15	0	\$0	\$15	15.00
Non-Holiday Weekday-Power	\$15		2	\$30	0	\$0	4	\$60	0	\$0	\$90	90.00
Non-Holiday Weekday-Water	\$10		0	\$0	0	\$0	6	\$60	0	\$0	\$60	60.00
Holiday Weekend - Power	\$40		1	\$40	0	\$0	1	\$40	0	\$0	\$80	80.00
Holiday Weekend - Water	\$20		1	\$20	0	\$0	1	\$20	0	\$0	\$40	40.00
Non-Holiday Weekend-Power	\$25		3	\$75	0	\$0	1	\$25	0	\$0	\$100	100.00
Non-Holiday Weekend-Water	\$15		1	\$15	0	\$0	2	\$30	0	\$0	\$45	45.00
Shower Tokens	\$0.50		148	\$74	0	\$0	30	\$15	0	\$0	\$89	89.00
Transient Lodging	\$150		0	\$0	0	\$0	0	\$0		\$0	\$0	
Vendor Fees	\$1		0	\$0	0	\$0	0	\$0	0	\$0	\$0	
Special Event Fees	\$5		0	\$0	0	\$0	0	\$0	0	\$0	\$0	
Map Sales	\$3		1	\$3	0	\$0	0	\$0	0	\$0	\$3	3.00
Donations	\$1		1	\$1	0	\$0	1	\$1	0	\$0	\$2	2.00
Hoodies	\$40		1	\$40	0	\$0	0	\$0	0	\$0	\$40	40.00
Short Sleeve Shirts	\$20		0	\$0	0	\$0	4	\$80	0	\$0	\$80	80.00
Long Sleeve Shirts	\$30		0	\$0	0	\$0	0	\$0	0	\$0	\$0	
Caps	\$20		1	\$20	0	\$0	3	\$60	0	\$0	\$80	80.00
Bucket Hats	\$20		0	\$0	0	\$0	0	\$0	0	\$0	\$0	
Visors	\$15		0	\$0	0	\$0	0	\$0	0	\$0	\$0	
Beenies	\$15		2	\$30	0	\$0	0	\$0	0	\$0	\$30	30.00
Tumblers	\$25		0	\$0	0	\$0	0	\$0	0	\$0	\$0	
Magnets	\$5		0	\$0	0	\$0	0	\$0	0	\$0	\$0	
Ornaments	\$10		0	\$0	0	\$0	0	\$0	0	\$0	\$0	
Stickers	\$3		1	\$3	0	\$0	0	\$0	0	\$0	\$3	3.00
Coffee Mugs	\$15		0	\$0	0	\$0	0	\$0	0	\$0	\$0	
Shot Glasses	\$10		1	\$10	0	\$0	0	\$0	0	\$0	\$10	10.00
Wine Glasses	\$15		0	\$0	0	\$0	0	\$0	0	\$0	\$0	
Pint Glasses	\$20		0	\$0	0	\$0	0	\$0	0	\$0	\$0	
Coasters Cork	\$5		0	\$0	0	\$0	0	\$0	0	\$0	\$0	
Coasters Slate	\$10		0	\$0	0	\$0	0	\$0	0	\$0	\$0	
Keychain	\$10		0	\$0	0	\$0	1	\$10	0	\$0	\$10	10.00
Postcards	\$1		0	\$0	0	\$0	0	\$0	0	\$0	\$0	
Sunscreen	\$3		0	\$0	0	\$0	1	\$3	0	\$0	\$3	3.00
Lighters	\$3		0	\$0	0	\$0	0	\$0	0	\$0	\$0	
Toiletry Kits	\$15		0	\$0	0	\$0	0	\$0	0	\$0	\$0	
Emergency Kits	\$30		1	\$30	0	\$0	2	\$60	0	\$0	\$90	90.00
MONTHLY TOTALS				\$1,271		\$405		\$1,354		\$368	\$3,398	\$3,398.00



COUNCIL AGENDA ITEM

August 11, 2026

TO: Honorable Mayor and City Council

FROM: Leann Andrea Weible, Park Coordinator

SUBJECT: Park and Recreation Monthly Department Report

OPERATION:

Staff recognizes that, although the pool was originally scheduled to close on August 21, 2026, it closed earlier than anticipated on August 3, 2026. Staff acknowledges the impact this earlier closure has had on the community and has been evaluating potential options to reopen the pool and, if feasible, maintain operations through the originally planned closure date of August 21, 2026.

Please note: Staff's evaluation is ongoing, and no decision or outcome is guaranteed. This information is provided for transparency purposes only and is intended to keep the City Council and the public informed of staff's efforts.

Additionally, with limited staff, the Strata Center's hours of operations have been reduced. The tentative hours of operation for the Strata are as follows:

MONDAY- CLOSED

TUESDAY-FRIDAY

10AM – 12PM FOR INDOOR WALKING (Open to everyone interested in utilizing the gym for walking **ONLY DURING THESE HOURS**)

TUESDAY-THURSDAY

2PM-5PM- OPEN GYM

SATURDAY - VARIES

SUNDAY - CLOSED

CURRENTLY:

- Wednesdays the Art Center is used for Zumba Classes from 5-6pm. For more information, you are invited to stop in during a session and speak to Cheryl

UPCOMING:

- Park and Recreation Commission Meeting is scheduled for **AUGUST 17, 2026**, at 7:00 p.m. The meeting will be held in the Council Chambers at City Hall. Community Participation is necessary to shape the future of our parks and as such, participation is strongly encouraged.

8. Attending Department of Cannabis Control meetings (virtual attendance). Public comments are submitted via email and verbally as required.

Mayor and Members of California City Council
California City Hall, 21000 Hacienda Blvd
California City, CA 93505-2259

July 31, 2026

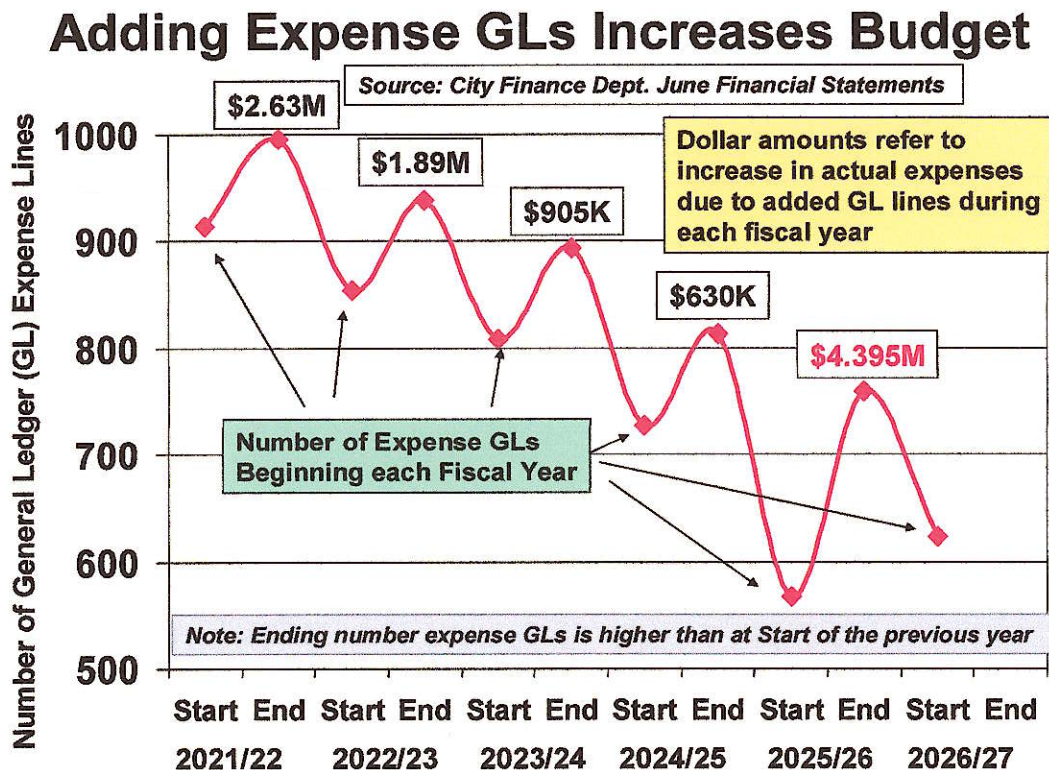
Honorable Mayor and Members of City Council,

Re: Adding General Ledger (GL) Expense Lines Increases Budget During Fiscal Year

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.

Despite Council approving an on-time 2025/26 annual budget and declaring Fiscal Distress, the city managed to spend \$4.395M in expenses added to the original budget; this growth in new city spending exceeds the budget growth from the previous three years combined.

The chart shown below shows the number of General Ledger (GL) expense lines both at the start and at the end of each fiscal year over six years. The saw tooth pattern is apparent. The city's annual budget is a plan that evolves over the fiscal year. Due to uncertainties, unplanned items will be added to the budget growing in the number of expense GLs and associated actual expenses. However, in order to balance the budget at the beginning of the fiscal year, some GL expense lines are removed and then added back as the fiscal year progresses, as needed.



The dollar amount of the added expense GLs varies significantly year-to-year, notice in particular in 2025/26, expenses increased by \$4.395M due to 173 expense GL lines added that were not in the originally approved budget. Reductions in the magnitude of variation could be achieved by better pre-approval budget planning.

J. M. Powers

Cc: Deputy City Manager/City Clerk Maier, City Manager Grayson, MDN, All Stakeholders

Mayor and Members of California City Council
California City Hall, 21000 Hacienda Blvd
California City, CA 93505-2259

Aug 1, 2026

Honorable Mayor and Members of City Council,

Re: Part 1. Quick Look at the Overall 2025/26 Budget Performance - Revenue & Expenses

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.

Despite an on-time 2025/26 annual budget, a mid-year budget review, and a statement of Fiscal Distress, financial problems persist. This year was deficit spending at **(\$3.3M). A recurring core problem is inaccurate estimations resulting in large over-spending of General Ledger (GL) expense lines plus many GL expense lines added to the budget.**

With the issuance of the June 2026 Financial Statement on July 22, 2026, there are budget performance results worth recapping. The Council entered the 2025/26 fiscal year with an on-time approval of the annual budget and late mid-year budget review. Major fiscal events included transfer of Fire Services to Kern County in January 2026 and statement of city Fiscal Distress, but shy of initiating a Neutral Evaluation Process. So what happened with the 2025/26 City Budget? The table below provides some insights.

The values in the table below are known down to the dollar amount, but rounded for readability and updated based on the outcome of the mid-year budget review. All city funds are summarized in this table including: 1) total city operating funds (33 different funds), 2) Housing, 3) SDI, and 4) RDA/Successor. Key observations are noteworthy.

Actual revenue at **\$22.3M** was considerably short of estimated at **\$31.2M**, **(\$8.9M)** short. Actual expenses at **\$25.6M** was below estimate of **\$32.1M**, short by **(\$6.5M)**. The expense reductions are attributable to cutback in spending, but the city's actual expenses exceeded actual revenue by **\$3.3M**, producing a Negative Revenue Over Expenses (NROE) of **(\$3.3M)**.

2025/26	Estimated	Actual	Over-estimated	Under-Estimated
Revenue	\$31.2M	\$22.3M	\$14.0M	\$5.1M
Expenses	\$32.1M	\$25.6M	\$18.1M	\$11.6M

Peeling back another layer of data shows substantial over-estimation of revenue by **\$14M** and expenses by **\$18.1M**. More details on this topic in the companion Aug 2, 2026 letter. Under-estimated revenue means **\$5.1M** in revenue that came in above the values estimated. Under-estimated expenses are essentially overspending; that of **\$11.6M** more than predicted in the budget even after the mid-year budget review.

The GFOA Best Practices recommend estimates to be accurate within +/-10% of actual values. Once again, the aggregated actual values of revenue and expenses far exceeded the +/-10% best practice. This is another clear example that estimating practices used by city staff are inadequate. Over-estimation of expenses results in the incorrect need for more revenue. Under-estimating expenses leads to deficit spending. In fiscal year 2025/26 despite declaring a fiscal distress, yet city spending averaged \$100,000 per business day.

J. M. Powers

Cc: Deputy City Manager/City Clerk Maier, City Manager Grayson, MDN, All Stakeholders

Aug 2, 2026

Honorable Mayor and Members of City Council,

Re: Part 2. Quick Look at the Overall 2025/26 Budget Performance – Estimation Problems

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 a recurring problem with budget estimation errors. This letter separates over- and under-estimates into sub-categories and assigns dollar amounts from the 2026/26 budget. Transfer expenses are particularly elusive because none has been executed during the year. Transfers should be clarified by path & amounts for each fund.

Proper estimating techniques are the foundation of an effective budget preparation and subsequent execution; it is not hard to do. GFOA recommends, "...governments at all levels forecast major revenue and expenses. Forecasts [estimates] should extend several years into the future. The forecast, along with its underlying assumptions and methodology, should be clearly stated and made available to stakeholders in the budget process. It should be concisely presented in the final budget document....While complex techniques may get more accurate answers in particular cases, simpler techniques tend to perform just as well or better than average, and less overall effort." **GFOA suggests three basic estimating models: 1) extrapolation, 2) regression, and 3) hybrid [knowledge-based with quantitative inputs].**

The table below breaks down the estimation errors from the 2025/26 budget into sub-categories.

Types of Errors	Over-estimated		Under-estimated	
Sub-categories	GLs Not Used (0%)	GL value below 90% of estimate	GL value above 100% of estimate	GLs added to budget
Revenue	\$6.6M	\$7.4M	\$2.27M	\$2.83M
Expenses	\$0.94M	\$8.74M	\$3.75M	\$4.39M (Note 3)
Transfer Expenses	\$8.42M (Note 1)			\$3.46M (Note 2)

Note 1: These over-estimated expense errors are due to Transfer Expenses Out/In (GL 902 & 903) and Operating Transfers Out/In (GL 904 & 905), consisting of \$4.21M transfers out and \$4.21M transfers in.

Note 2. Budgeted for transfer from Restricted Fund 60 and other funds but were not accomplished.

Note 3. Added GL expense lines are also shown in the chart of the companion July 31, 2026 letter.

The table below expands upon Note 1 from the above table regarding Transfer Expenses.

Transfer Types	Transfer Expenses Out GLs 902	Transfer Expenses In GLs 903	Operating Transfer Out GLs 904	Operating Transfer In GLs 905
Budgeted	\$855K	\$855K	\$3.357M	\$3.358M
Actual	\$0	\$0	\$0	\$0

The city has used budgeted transfers for two purposes: 1) mainly to transfer expenses out of the General Fund for services rendered and 2) balance departmental funds. Because no actual transfers are recorded during the fiscal year, true costs of services are not revealed. Both types of fund transfers should be overhauled for the 2026/27 budget showing paths & amounts.

J. M. Powers

Cc: Deputy City Manager/City Clerk Maier, City Manager Grayson, MDN, All Stakeholders



COUNCIL AGENDA ITEM

August 11, 2026

TO: Honorable Mayor and City Council

**FROM: Kenny Cooper, Finance Manager
Karina Chong, Accounts Payable**

SUBJECT: Approve City Check Register dated 07/24/2026-08/06/2026

BACKGROUND/ DISCUSSION:

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

RECOMMENDATION:

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

Check Date	Check #	Payee	Description	Invoice Date	Invoice #	Invoice \$	Check \$	GL Account	GL Account Name
07/29/2026	116525	Karl's Hardware-Rosam	Maintenance Supplies	12/08/2025	11254	45.44-	45.44-	104561270	Bldg Operation/Mai
07/29/2026	116525	Karl's Hardware-Rosam	Maintenance Supplies	01/07/2026	11620/2	80.55-	80.55-	104561270	Bldg Operation/Mai
07/29/2026	116525	Karl's Hardware-Rosam	Maintenance Supplies	02/06/2026	12204/2	135.94-	135.94-	104561270	Bldg Operation/Mai
07/29/2026	116525	Karl's Hardware-Rosam	Maintenance Supplies	02/19/2026	12410	52.97-	52.97-	104561270	Bldg Operation/Mai
07/29/2026	116525	Karl's Hardware-Rosam	Maintenance Supplies	02/20/2026	12429/2	12.98	12.98	104561270	Bldg Operation/Mai
07/29/2026	116525	Karl's Hardware-Rosam	Maintenance Supplies	03/12/2026	12817/2	8.65-	8.65-	104561270	Bldg Operation/Mai
07/29/2026	116525	Karl's Hardware-Rosam	Maintenance Supplies	07/19/2024	1716/2	135.30	135.30	104561270	Bldg Operation/Mai
07/29/2026	116525	Karl's Hardware-Rosam	Maintenance Supplies	05/16/2025	25203	55.00-	55.00-	104561270	Bldg Operation/Mai
07/29/2026	116525	Karl's Hardware-Rosam	Maintenance Supplies	05/17/2025	25223	51.95-	51.95-	104561270	Bldg Operation/Mai
07/29/2026	116525	Karl's Hardware-Rosam	Maintenance Supplies	05/19/2025	25241	110.00-	110.00-	104561270	Bldg Operation/Mai
07/29/2026	116525	Karl's Hardware-Rosam	Maintenance Supplies	06/14/2025	26058	287.56-	287.56-	104561270	Bldg Operation/Mai
07/29/2026	116525	Karl's Hardware-Rosam	Maintenance Supplies	04/16/2026	33706	108.22-	108.22-	104561270	Bldg Operation/Mai
07/29/2026	116525	Karl's Hardware-Rosam	Maintenance Supplies	04/28/2026	33977	172.02-	172.02-	104561270	Bldg Operation/Mai
07/29/2026	116525	Karl's Hardware-Rosam	Maintenance Supplies	04/28/2026	33978	151.47-	151.47-	104561270	Bldg Operation/Mai
07/29/2026	116525	Karl's Hardware-Rosam	Maintenance Supplies	05/11/2026	34281	255.00-	255.00-	104561270	Bldg Operation/Mai
07/29/2026	116525	Karl's Hardware-Rosam	Maintenance Supplies	05/11/2026	34283	40.04-	40.04-	104561270	Bldg Operation/Mai
Total 116525:							1,406.53-		
08/04/2026	116605	Price Paige & Company C	Audit Prep FYE 06/30/2026	05/31/2026	39102	977.00-	977.00-	104155311	Legal Services
Total 116605:							977.00-		
07/30/2026	116621	Law Office of Abenicio Ci	BCV-25-103364	06/06/2026	BCV-25-103364	17,500.00	17,500.00	104155680	Legal Settlement
Total 116621:							17,500.00		
07/30/2026	116622	Petty Cash - Finance	Replenish Petty Cash - 07/23/26	07/23/2026	072326	199.41	199.41	103995	Cash Variance
Total 116622:							199.41		
07/30/2026	116623	Primo Brands	Water service 04/19-05/18/26	05/21/2026	06E871012440	25.96	25.96	515115241	Office Supplies
07/30/2026	116623	Primo Brands	Water service 05/19-06/18/26	06/20/2026	06F871012440	144.90	144.90	515115241	Office Supplies
07/30/2026	116623	Primo Brands	Water service 06/19-07/18/26	07/21/2026	06G871012440	144.90	144.90	515115241	Office Supplies
07/30/2026	116623	Primo Brands	Water service 06/11-07/10/26	06/28/2026	06G871033985	22.72	22.72	525213241	Office Supplies
Total 116623:							338.48		
07/30/2026	116624	US Bank Equipment Fina	7/13 -8/13/26	07/20/2026	586894784	610.33	610.33	104155242	Office Equip Lease E
Total 116624:							610.33		
08/05/2026	116625	FedEx	WWTP Sample Mailing	07/24/2026	9-394-40128	9.38	9.38	525213245	Postage and Shippin

PRE-ISSUE

California City Check Register - City Council Meeting Check Issue Dates: 7/24/2026 - 8/6/2026							Page: 2 Aug 06, 2026 04:13PM		
Check Date	Check #	Payee	Description	Invoice Date	Invoice #	Invoice \$	Check \$	GL Account	GL Account Name
08/05/2026	116625	FedEx	WWTP Sample Mailing	07/24/2026	9-394-40129	126.78	126.78	525213245	Postage and Shippin
Total 116625:							136.16		
08/05/2026	116626	Frontier	07/19-08/18/26	07/19/2026	081503-5 0719	6,447.32	6,447.32	535310284	Telephone - Land
Total 116626:							6,447.32		
08/05/2026	116627	Verizon Wireless	06/27-07/26/26	07/26/2026	6149652425	2,835.18	2,835.18	545410284	Telephone - Land
Total 116627:							2,835.18		
08/06/2026	116628	Ace City Hardware	Park & Rec Maintenance Supplies	07/09/2026	17987/1	34.17	34.17	104562270	Bldg Operation/Mai
Total 116628:							34.17		
08/06/2026	116629	Agile Occupational Medi	Clinical Per Placement Physical Ex	07/22/2026	EM078912	2,690.00	2,690.00	404566130	Recruiting
08/06/2026	116629	Agile Occupational Medi	Clinical Per Placement Physical Ex	07/22/2026	EM081339	125.00	125.00	104562130	Recruiting
Total 116629:							2,815.00		
08/06/2026	116630	Bakersfield Well & Pump	Pull & Inspect @ well 15	06/30/2026	26454#2	124,981.00	124,981.00	515115256	Equipment Operatio
Total 116630:							124,981.00		
08/06/2026	116631	BHT Engineering, Inc	26400 - General Engineering Plan	02/13/2026	CC26-019	1,470.00	1,470.00	104168315	Engineering
08/06/2026	116631	BHT Engineering, Inc	25400 - General Engineering Capit	02/13/2026	CC26-020	5,670.00	5,670.00	104168315	Engineering
08/06/2026	116631	BHT Engineering, Inc	26400 - General Engineering Plan	03/09/2026	CC26-041	3,870.00	3,870.00	104168315	Engineering
08/06/2026	116631	BHT Engineering, Inc	26400 - General Engineering Plan	03/18/2026	CC26-042	970.00	970.00	104168315	Engineering
08/06/2026	116631	BHT Engineering, Inc	26400 - General Engineering Plan	03/20/2026	CC26-043	3,935.00	3,935.00	104168315	Engineering
08/06/2026	116631	BHT Engineering, Inc	26404 - Planning Services SPR 25-	03/31/2026	CC26-059	1,885.00	1,885.00	104170315	Engineering
08/06/2026	116631	BHT Engineering, Inc	26400 - General Engineering Plan	04/14/2026	CC26-063	1,045.00	1,045.00	104168315	Engineering
08/06/2026	116631	BHT Engineering, Inc	26400 - General Engineering Plan	05/01/2026	CC26-064	1,570.00	1,570.00	104168315	Engineering
08/06/2026	116631	BHT Engineering, Inc	26400 - General Engineering Plan	06/05/2026	CC26-086	1,165.00	1,165.00	104168315	Engineering
08/06/2026	116631	BHT Engineering, Inc	26400 - General Engineering Plan	06/19/2026	CC26-106	1,470.00	1,470.00	104168315	Engineering
08/06/2026	116631	BHT Engineering, Inc	26411 - LM 26-01	07/31/2026	CC26-124	1,056.00	1,056.00	104170315	Engineering
08/06/2026	116631	BHT Engineering, Inc	26404 - Planning Services SPR 25-	02/28/2026	CC26-38A	1,000.00	1,000.00	104170315	Engineering
08/06/2026	116631	BHT Engineering, Inc	26405 - Planning Services SPR 26-	02/28/2026	CC26-39A	1,000.00	1,000.00	104170315	Engineering
Total 116631:							26,106.00		
08/06/2026	116632	Brown, Harvey	REIMB - Mileage 0306 & 0320/26	03/20/2026	0306-032026	150.80	150.80	545410230	Travel/Lodging/Reg

Check Date	Check #	Payee	Description	Invoice Date	Invoice #	Invoice \$	Check \$	GL Account	GL Account Name
Total 116632:							150.80		
08/06/2026	116633	BSK Associates	WWTP Lab Sampling	07/20/2026	BJ03735	95.00	95.00	525213314	Lab Sampling
08/06/2026	116633	BSK Associates	WWTP Lab Sampling	07/21/2026	BJ03744	95.00	95.00	525213314	Lab Sampling
08/06/2026	116633	BSK Associates	WWTP Lab Sampling	07/22/2026	BJ03763	155.00	155.00	525213314	Lab Sampling
08/06/2026	116633	BSK Associates	WWTP Lab Sampling	07/22/2026	BJ03764	155.00	155.00	525213314	Lab Sampling
08/06/2026	116633	BSK Associates	WWTP Lab Sampling	07/22/2026	BJ03765	95.00	95.00	525213314	Lab Sampling
08/06/2026	116633	BSK Associates	WWTP Lab Sampling	07/22/2026	BJ03766	155.00	155.00	525213314	Lab Sampling
08/06/2026	116633	BSK Associates	WWTP Lab Sampling	07/22/2026	BJ03767	155.00	155.00	525213314	Lab Sampling
08/06/2026	116633	BSK Associates	WWTP Lab Sampling	07/22/2026	BJ03770	751.00	751.00	525213314	Lab Sampling
08/06/2026	116633	BSK Associates	WWTP Lab Sampling	07/22/2026	BJ03771	1,083.00	1,083.00	525213314	Lab Sampling
08/06/2026	116633	BSK Associates	WWTP Lab Sampling	07/22/2026	BJ03772	1,083.00	1,083.00	525213314	Lab Sampling
08/06/2026	116633	BSK Associates	WWTP Lab Sampling	07/22/2026	BJ03773	1,083.00	1,083.00	525213314	Lab Sampling
08/06/2026	116633	BSK Associates	WWTP Lab Sampling	07/22/2026	BJ03774	373.00	373.00	525213314	Lab Sampling
08/06/2026	116633	BSK Associates	WWTP Lab Sampling	07/22/2026	BJ03785	1,268.00	1,268.00	525213314	Lab Sampling
08/06/2026	116633	BSK Associates	Well Lab Samples	07/24/2026	BJ03837	114.00	114.00	515115314	Lab Sampling
08/06/2026	116633	BSK Associates	Well Lab Samples	07/28/2026	BJ03884	563.32	563.32	515115314	Lab Sampling
Total 116633:							7,223.32		
08/06/2026	116634	California Police Chiefs A	07/01/26-06/30/27 Dues	07/01/2026	16616	185.00	185.00	104212210	Subscr/Books/Dues
Total 116634:							185.00		
08/06/2026	116635	Capital Industrial Medic	First Aid Supplies	07/20/2026	224379	92.37	92.37	104212480	Chemicals/EMS Med
08/06/2026	116635	Capital Industrial Medic	First Aid Supplies	07/20/2026	224381	24.51	24.51	104217480	Chemicals/EMS Med
Total 116635:							116.88		
08/06/2026	116636	Cen-Cal Construction	bus turn out (CCB at Yerba)	04/30/2026	26-011	161.46	161.46	947000743	TDA Article 3 - Heat
Total 116636:							161.46		
08/06/2026	116637	CLA-VAL CO	Maintenance	06/17/2026	946888	1,208.11	1,208.11	515115256	Equipment Operatio
08/06/2026	116637	CLA-VAL CO	Maintenance	06/17/2026	946890	1,856.49	1,856.49	515115256	Equipment Operatio
Total 116637:							3,064.60		
08/06/2026	116638	County of Kern	07/01/26-06/30/27 WWTP ANN	07/01/2026	FA0003723 070	9,442.00	9,442.00	525213610	Licenses & Permits
Total 116638:							9,442.00		

Check Date	Check #	Payee	Description	Invoice Date	Invoice #	Invoice \$	Check \$	GL Account	GL Account Name
08/06/2026	116639	Crafco Inc	Supplies	05/26/2026	9403729102	1,591.28	1,591.28	515115450	Special Depart Supp
Total 116639:							1,591.28		
08/06/2026	116640	Cutting Edge Supply	Unit 800	07/16/2026	103627	1,422.41	1,422.41	294219254	Veh Operation/Main
Total 116640:							1,422.41		
08/06/2026	116641	Dennis Automotive	Unit 345	07/21/2026	25038	132.28	132.28	104217254	Veh Operation/Main
Total 116641:							132.28		
08/06/2026	116642	Department of Transpor	Signals & Lighting APR-JUN2026	07/15/2026	SL261140	168.88	168.88	274411630	Contracts
Total 116642:							168.88		
08/06/2026	116643	Mark Fagan	Re-issue Voided Check #501746	02/05/2026	WTR-020526	35.00	35.00	5102090	Customer Deposits
Total 116643:							35.00		
08/06/2026	116644	Solis Roofing	CTD refund - 8513 Ironwood Ave	07/29/2026	APN 203-212-1	500.00	500.00	1002088	Constr Site Trash De
Total 116644:							500.00		
08/06/2026	116645	Donovan Golf LLC	Fuel Reimb	08/03/2026	INVDG2026-3-8	5,456.88	5,456.88	404566310	Professional Service
Total 116645:							5,456.88		
08/06/2026	116646	Duque, Adrian	Reimb-FTO Training	07/30/2026	71726	965.88	965.88	104212230	Travel/Lodging/Reg
Total 116646:							965.88		
08/06/2026	116647	Ferguson Enterprises LL	Inventory	07/22/2026	0080856	6,015.71	6,015.71	515115269	Inventory
08/06/2026	116647	Ferguson Enterprises LL	Inventory	07/27/2026	0080856-1	17,255.79	17,255.79	515115269	Inventory
08/06/2026	116647	Ferguson Enterprises LL	Inventory	07/15/2026	0081001	68.85	68.85	515115269	Inventory
08/06/2026	116647	Ferguson Enterprises LL	Inventory	07/23/2026	0081020	219.69	219.69	515115269	Inventory
08/06/2026	116647	Ferguson Enterprises LL	Inventory	07/22/2026	0081031	5,501.27	5,501.27	515115269	Inventory
08/06/2026	116647	Ferguson Enterprises LL	Inventory	07/23/2026	0081549	138.46	138.46	515115269	Inventory
08/06/2026	116647	Ferguson Enterprises LL	Inventory	07/16/2026	079239	1,458.88	1,458.88	515115269	Inventory
08/06/2026	116647	Ferguson Enterprises LL	Inventory	07/16/2026	080126	5,730.90	5,730.90	515115269	Inventory
Total 116647:							36,389.55		

Check Date	Check #	Payee	Description	Invoice Date	Invoice #	Invoice \$	Check \$	GL Account	GL Account Name
08/06/2026	116648	GEN7 Leadership LLC	Hearing Officer Services- 06/08-0	07/13/2026	014	1,950.00	1,950.00	104155311	Legal Services
Total 116648:							1,950.00		
08/06/2026	116649	Hensley Law Group	06/01-06/30/2026	07/10/2026	11305	210.00	210.00	104155311	Legal Services
08/06/2026	116649	Hensley Law Group	07/01-07/31/2026	08/03/2026	11306	1,120.00	1,120.00	104155311	Legal Services
Total 116649:							1,330.00		
08/06/2026	116650	Karl's Hardware-Rosam	Maintenance Supplies	12/08/2025	11254	45.44	45.44	104561270	Bldg Operation/Mai
08/06/2026	116650	Karl's Hardware-Rosam	Maintenance Supplies	01/07/2026	11620/2	80.55	80.55	104561270	Bldg Operation/Mai
08/06/2026	116650	Karl's Hardware-Rosam	Maintenance Supplies	02/06/2026	12204/2	135.94	135.94	104561270	Bldg Operation/Mai
08/06/2026	116650	Karl's Hardware-Rosam	Maintenance Supplies	02/19/2026	12410	52.97	52.97	104561270	Bldg Operation/Mai
08/06/2026	116650	Karl's Hardware-Rosam	Maintenance Supplies	02/20/2026	12429/2	12.98-	12.98-	104561270	Bldg Operation/Mai
08/06/2026	116650	Karl's Hardware-Rosam	Maintenance Supplies	03/12/2026	12817/2	8.65	8.65	104561270	Bldg Operation/Mai
08/06/2026	116650	Karl's Hardware-Rosam	Maintenance Supplies	07/19/2024	1716/2	135.30-	135.30-	104561270	Bldg Operation/Mai
Total 116650:							175.27		
08/06/2026	116651	Karl's Hardware-Mojave	Maintenance Supplies	07/22/2026	15124/1	123.48	123.48	164257270	Bldg Operation/Mai
Total 116651:							123.48		
08/06/2026	116652	Kern County Auditor-Co	LAFCO FY 26-27	07/21/2026	72126	7,174.00	7,174.00	104155630	Contracts
Total 116652:							7,174.00		
08/06/2026	116653	M&M's Sports, Uniforms	OHV Uniforms	06/24/2026	2283	112.58	112.58	294219140	Uniforms
Total 116653:							112.58		
08/06/2026	116654	Miranda, Cesar	golf course maint.	07/19/2026	0047052	525.00	525.00	404566270	Bldg Operation/Mai
Total 116654:							525.00		
08/06/2026	116655	Mission Uniform Service	PD Linen Service	07/16/2026	526396508	109.93	109.93	104212270	Bldg Operation/Mai
08/06/2026	116655	Mission Uniform Service	PD Linen Service	07/23/2026	526435807	81.43	81.43	104212270	Bldg Operation/Mai
Total 116655:							191.36		
08/06/2026	116656	Navillus Enterprises LLC	Fuel - JUN 15/26	06/15/2026	1089583	106.86	106.86	104168255	RSI Fuel
08/06/2026	116656	Navillus Enterprises LLC	Fuel - JUL15/26	07/15/2026	1089660	2,497.01	2,497.01	515115255	RSI Fuel
08/06/2026	116656	Navillus Enterprises LLC	Fuel - JUL15/26	07/15/2026	1089661	940.64	940.64	274411255	RSI Fuel

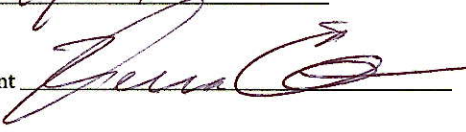
Check Date	Check #	Payee	Description	Invoice Date	Invoice #	Invoice \$	Check \$	GL Account	GL Account Name
08/06/2026	116656	Navillus Enterprises LLC	Fuel - JUL15/26	07/15/2026	1089662	751.42	751.42	545410255	RSI Fuel
08/06/2026	116656	Navillus Enterprises LLC	Fuel - JUL15/26	07/15/2026	1089671	580.67	580.67	274413255	RSI Fuel
08/06/2026	116656	Navillus Enterprises LLC	Fuel - JUL15/26	07/15/2026	1089680	1,395.21	1,395.21	294219255	RSI Fuel
08/06/2026	116656	Navillus Enterprises LLC	Fuel - JUL15/26	07/15/2026	1089683	84.32	84.32	104168255	RSI Fuel
Total 116656:							6,356.13		
08/06/2026	116657	Newport Pacific Law, P.C.	legal fees	06/30/2026	2079	1,485.00	1,485.00	104155311	Legal Services
08/06/2026	116657	Newport Pacific Law, P.C.	legal fees-JUL2026	08/02/2026	2112	6,545.00	6,545.00	104155311	Legal Services
Total 116657:							8,030.00		
08/06/2026	116658	ODP Business Solutions	Office / Building Supplies	07/15/2026	474298496001	166.10	166.10	104212270	Bldg Operation/Mai
Total 116658:							166.10		
08/06/2026	116659	Paymentus Group Inc.	Monthly Pymt Processing Service	06/30/2026	INV-15-181419	8,534.37	8,534.37	515115310	Professional Service
Total 116659:							8,534.37		
08/06/2026	116660	Price Paige & Company C	Advisory Service - FYE 06/30/26	05/31/2026	39102A	977.00	977.00	104155311	Legal Services
08/06/2026	116660	Price Paige & Company C	Advisory Service - FYE 06/30/25	06/30/2026	39307	3,160.00	3,160.00	104155311	Legal Services
Total 116660:							4,137.00		
08/06/2026	116661	Quadient Finance USA, I	Postage	07/24/2026	7900 0440 8134	1,000.00	1,000.00	104155245	Postage and Shippin
Total 116661:							1,000.00		
08/06/2026	116662	S.C. Friends Tire Inc.	Unit 267	07/21/2026	51330	20.00	20.00	515115254	Veh Operation/Main
08/06/2026	116662	S.C. Friends Tire Inc.	Unit 345	07/22/2026	51338	20.00	20.00	104217254	Veh Operation/Main
08/06/2026	116662	S.C. Friends Tire Inc.	Trailer	07/29/2026	51359	122.72	122.72	274411256	Equipment Operatio
08/06/2026	116662	S.C. Friends Tire Inc.	Unit 3017	07/29/2026	51360	105.00	105.00	104212254	Veh Operation/Main
08/06/2026	116662	S.C. Friends Tire Inc.	Unit Stock Tires	07/29/2026	51361	772.38	772.38	104212254	Veh Operation/Main
Total 116662:							1,040.10		
08/06/2026	116663	Salmex Auto Repair	Unit 207	07/27/2026	001521	1,032.31	1,032.31	515115254	Veh Operation/Main
08/06/2026	116663	Salmex Auto Repair	Unit 227	06/08/2026	01112	2,473.00	2,473.00	515115254	Veh Operation/Main
Total 116663:							3,505.31		
08/06/2026	116664	Technic Business Solutio	JUN2026-MS365	06/03/2026	IN70762	1,651.68	1,651.68	104212630	Contracts

Check Date	Check #	Payee	Description	Invoice Date	Invoice #	Invoice \$	Check \$	GL Account	GL Account Name
08/06/2026	116664	Technic Business Solutio	JUN2026-MS365	06/03/2026	IN70763	163.67	163.67	104155630	Contracts
08/06/2026	116664	Technic Business Solutio	AUG/2026-MS365	07/31/2026	IN71942	1,651.68	1,651.68	104212630	Contracts
08/06/2026	116664	Technic Business Solutio	AUG/2026-MS365	07/31/2026	IN71943	163.67	163.67	104155630	Contracts
08/06/2026	116664	Technic Business Solutio	IT Services - 08/01-08/31/2026	07/31/2026	IN71944	2,397.95	2,397.95	104155630	Contracts
Total 116664:							6,028.65		
08/06/2026	116665	United Rentals	Backhoe Rental - Loader	07/22/2026	254827878-011	2,890.52	2,890.52	515115240	Equipment Rental
Total 116665:							2,890.52		
08/06/2026	116666	Karl's Hardware-Rosam	Maintenance Supplies	05/16/2025	25203	55.00	55.00	104561270	Bldg Operation/Mai
08/06/2026	116666	Karl's Hardware-Rosam	Maintenance Supplies	05/17/2025	25223	51.95	51.95	104561270	Bldg Operation/Mai
08/06/2026	116666	Karl's Hardware-Rosam	Maintenance Supplies	05/19/2025	25241	110.00	110.00	104561270	Bldg Operation/Mai
08/06/2026	116666	Karl's Hardware-Rosam	Maintenance Supplies	06/14/2025	26058	287.56	287.56	104561270	Bldg Operation/Mai
08/06/2026	116666	Karl's Hardware-Rosam	Maintenance Supplies	04/16/2026	33706	108.22	108.22	104561270	Bldg Operation/Mai
08/06/2026	116666	Karl's Hardware-Rosam	Maintenance Supplies	04/28/2026	33977	172.02	172.02	104561270	Bldg Operation/Mai
08/06/2026	116666	Karl's Hardware-Rosam	Maintenance Supplies	04/28/2026	33978	151.47	151.47	104561270	Bldg Operation/Mai
08/06/2026	116666	Karl's Hardware-Rosam	Maintenance Supplies	05/11/2026	34281	255.00	255.00	104561270	Bldg Operation/Mai
08/06/2026	116666	Karl's Hardware-Rosam	Maintenance Supplies	05/11/2026	34283	40.04	40.04	104561270	Bldg Operation/Mai
Total 116666:							1,231.26		
07/30/2026	202600458	Alliant Insurance Service	Ins Svc 7/1/26 - 7/1/27	06/07/2026	10187327	246,641.06	246,641.06	104155510	Liability Insurance
Total 202600458:							246,641.06		
07/30/2026	202600459	GES MegaSeven LLC	04/01-4/30/26	07/28/2026	CA-01-001A-20	44,377.45	44,377.45	717111281	Electricity
07/30/2026	202600459	GES MegaSeven LLC	05/01-5/31/26	07/28/2026	CA-01-001A-20	56,580.26	56,580.26	717111281	Electricity
Total 202600459:							100,957.71		
07/30/2026	202600460	SWARCO McCain Inc	Traffic Signal on CCB and Neuralia	04/23/2026	INV0293475	1,914.22	1,914.22	274411450	Special Depart Supp
07/30/2026	202600460	SWARCO McCain Inc	Traffic Signal on CCB and Neuralia	04/23/2026	INV0293476	15,172.91	15,172.91	274411450	Special Depart Supp
Total 202600460:							17,087.13		
08/05/2026	202600461	Airespring Inc	08/01/26 - 08/31/26	08/01/2026	211113533	3,190.23	3,190.23	535310284	Telephone - Land
08/05/2026	202600461	Airespring Inc	08/01/26 - 08/31/26	08/01/2026	211113539	79.79	79.79	535310284	Telephone - Land
Total 202600461:							3,270.02		
08/05/2026	202600462	GES MegaSeven LLC	5/01-5/31/26	07/28/2026	CA-01-001A-20	180.00	180.00	717111281	Electricity

Check Date	Check #	Payee	Description	Invoice Date	Invoice #	Invoice \$	Check \$	GL Account	GL Account Name
Total 202600462:							180.00		
08/06/2026	202600463	Alexander's Contract Ser	Meter Reads- 07/20-07/31/26	07/20/2026	202607200081	7,836.40	7,836.40	515115630	Contracts
Total 202600463:							7,836.40		
08/06/2026	202600464	Bakersfield Californian	BIDS for Runway Resealing-Airpor	07/29/2026	608583	855.94	855.94	535310220	Advertising
Total 202600464:							855.94		
08/06/2026	202600465	Classic Lock & Keys	KEY SERVICE	07/17/2026	71726	60.00	60.00	294219270	Bldg Operation/Mai
Total 202600465:							60.00		
08/06/2026	202600466	Famcon Pipe & Supply In	Inventory	07/22/2026	S100185974.00	9,660.00	9,660.00	515115269	Inventory
Total 202600466:							9,660.00		
08/06/2026	202600467	Middleton, Keith	city business travel July 2026	08/03/2026	MILEAGE JULY 2	41.04	41.04	104143230	Travel/Lodging/Reg
Total 202600467:							41.04		
08/06/2026	202600468	Mojave Desert News	PH Community	02/11/2026	58449	84.00	84.00	104132220	Advertising
08/06/2026	202600468	Mojave Desert News	Legal Notices	02/25/2026	58506	424.00	424.00	104132220	Advertising
08/06/2026	202600468	Mojave Desert News	Election notice	03/18/2026	58604	55.50	55.50	104132220	Advertising
08/06/2026	202600468	Mojave Desert News	Vacancy Parks	03/25/2026	58679	75.50	75.50	104132220	Advertising
08/06/2026	202600468	Mojave Desert News	ORD 26-831	04/08/2026	58711	99.50	99.50	104132220	Advertising
08/06/2026	202600468	Mojave Desert News	Aspen Mall	04/29/2026	58848	112.50	112.50	104132220	Advertising
08/06/2026	202600468	Mojave Desert News	legal notices	06/17/2026	59082	334.00	334.00	104132220	Advertising
08/06/2026	202600468	Mojave Desert News	ORD 226-832	06/24/2026	59139	100.00	100.00	104132220	Advertising
08/06/2026	202600468	Mojave Desert News	PHN Splash Pad	07/01/2026	59169	120.00	120.00	104132220	Advertising
08/06/2026	202600468	Mojave Desert News	legal notices/Core Civic	06/24/2026	59182	172.00	172.00	104170220	Advertising
08/06/2026	202600468	Mojave Desert News	Elections and Streamlined Permitt	07/15/2026	59224	412.00	412.00	104132220	Advertising
08/06/2026	202600468	Mojave Desert News	General Election	07/22/2026	59256	206.00	206.00	104132220	Advertising
08/06/2026	202600468	Mojave Desert News	NB 1a-Vacancy	07/29/2026	59287	156.00	156.00	104132220	Advertising
Total 202600468:							2,351.00		
08/06/2026	202600469	PNC Equipment Finance,	07/15-0814/26 - Contract 98980	07/16/2026	2571810	2,795.64	2,795.64	404566240	Equipment Rental
Total 202600469:							2,795.64		

Check Date	Check #	Payee	Description	Invoice Date	Invoice #	Invoice \$	Check \$	GL Account	GL Account Name
08/06/2026	202600470	Underground Service Al	07/01/26-06/30/27 Service Alert	07/20/2026	1125022026	2,009.96	2,009.96	515115210	Subscr/Books/Dues
08/06/2026	202600470	Underground Service Al	state regulatory fee 7/01/26-6/3	07/23/2026	112502USB26	798.40	798.40	515115210	Subscr/Books/Dues
Total 202600470:							2,808.36		
Grand Totals:							695,671.17		

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

Dated: 8/6/26Finance Department 

Report Criteria:

Report type: Invoice detail

Vendor.Vendor Number = {<>} 1039

Bank.Bank Number = 1

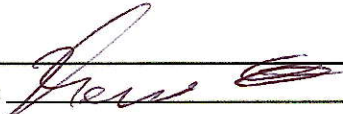
Report Criteria:

Check.Check issue date = 07/24/2026-08/06/2026

Check Date	Check #	Payee	Description	Source ID	Amount	Check \$	GL Account
07/28/2026	501746	Mark Fagan	Void - Final Bill Deposit Refunded	106286.06	-35.00	-35.00	5102090
Total 501746:					-35.00		
08/06/2026	501945	Ana Calderon	Final Bill Deposit Refunded	100215.05	9.33	9.33	5102090
Total 501945:					9.33		
08/06/2026	501946	Brandon Teller	Final Bill Deposit Refunded	107628.02	30.00	30.00	5102090
Total 501946:					30.00		
08/06/2026	501947	Crista Lake	Final Bill Deposit Refunded	106403.03	62.00	62.00	5102090
Total 501947:					62.00		
08/06/2026	501948	Dominick Gordon	Final Bill Deposit Refunded	107328.02	40.00	40.00	5102090
Total 501948:					40.00		
08/06/2026	501949	Edward Garcia	Final Bill Deposit Refunded	100988.02	38.00	38.00	5102090
Total 501949:					38.00		
08/06/2026	501950	GCC Transition/Armando Rivera	Final Bill Deposit Refunded	107534.01	1.00	1.00	5102090
Total 501950:					1.00		
08/06/2026	501951	Janson Enterprises LLC / Jami Quinn	Final Bill Deposit Refunded	103201.04	1.00	1.00	5102090
Total 501951:					1.00		
08/06/2026	501952	JCE Poppy, LLC / Josh Meister	Final Bill Deposit Refunded	107586.01	35.00	35.00	5102090
Total 501952:					35.00		
08/06/2026	501953	John or Debra Hurd	Final Bill Deposit Refunded	103272.08	57.00	57.00	5102090
Total 501953:					57.00		
08/06/2026	501954	Leola Begay	Final Bill Deposit Refunded	106958.05	6.00	6.00	5102090
Total 501954:					6.00		
08/06/2026	501955	Locam / Josh Meister	Final Bill Deposit Refunded	107572.01	39.00	39.00	5102090
Total 501955:					39.00		

Finance Approval By: _____ Date: _____

Check Date	Check #	Payee	Description	Source ID	Amount	Check \$	GL Account
08/06/2026	501956	Meister & Meister	Final Bill Deposit Refunded	107441.01	26.00	26.00	5102090
Total 501956:					26.00		
08/06/2026	501957	Michael Winkler	Final Bill Deposit Refunded	106631.12	47.00	47.00	5102090
Total 501957:					47.00		
08/06/2026	501958	Noah Hilliary	Final Bill Deposit Refunded	103837.06	20.00	20.00	5102090
Total 501958:					20.00		
08/06/2026	501959	Raymond Lacoste	Final Bill Deposit Refunded	104651.12	32.00	32.00	5102090
Total 501959:					32.00		
08/06/2026	501960	Rigoberto Guerra Reyes	Final Bill Deposit Refunded	104707.11	30.00	30.00	5102090
Total 501960:					30.00		
08/06/2026	501961	SBE / Armando Banuelos	Final Bill Deposit Refunded	101574.06	26.00	26.00	5102090
Total 501961:					26.00		
Grand Totals:					464.33		

Finance Approval By: Date: 8/6/26

Check Date	Check #	Payee	Description	Invoice Date	Invoice #	Invoice \$	Check \$	GL Account	GL Account Name
07/30/2026	9846	Linda Davis	BC-25-100895	07/27/2026	BCV-25-100895	.00	.00	744632680	Legal Settlement
Total 9846:							.00		
07/30/2026	9847	Lipeles Law Group, APC	BCV-25-100895	07/27/2026	BCV-25-100895	75,000.00	75,000.00	744632680	Legal Settlement
Total 9847:							75,000.00		
08/05/2026	9848	Primo Brands	Water service 06/05-07/04/26	07/07/2026	06G871022849	156.88	156.88	744632241	Office Supplies
Total 9848:							156.88		
08/06/2026	9849	Chiavarolli, John	Janitorial Services JULY 2026	07/31/2026	073126	200.00	200.00	744632310	Professional Services
Total 9849:							200.00		
08/06/2026	9850	Garcia, Mario	on-call manager JULY 2026	07/31/2026	073126	400.00	400.00	744632310	Professional Services
Total 9850:							400.00		
08/06/2026	9851	The Hiller Companies LL	Metal cabinets	07/31/2026	848691	1,223.06	1,223.06	744632730	Improvements
Total 9851:							1,223.06		
08/06/2026	148000369	Adams, James	Rehabs - 60 hrs - Apt 83,90 & 3	08/03/2026	0701-073126	1,683.50	1,683.50	744632730	Improvements
08/06/2026	148000369	Adams, James	On call manager JULY 2026	07/31/2026	073126	400.00	400.00	744632310	Professional Services
Total 148000369:							2,083.50		
08/06/2026	148000370	Racer Rob's Plumbing	Replace Water Heater - Apt 79	07/28/2026	7819	2,575.00	2,575.00	744632270	Bldg Operation/Maint
Total 148000370:							2,575.00		
08/06/2026	148000371	Thugs to Bugs Pest Contr	Pest Control	07/03/2026	63015	365.00	365.00	744632630	Contracts
Total 148000371:							365.00		
08/06/2026	148000372	Trulio, Anthony	Maintenance Repairs units 92 & 6	07/31/2026	073126	2,250.00	2,250.00	744632310	Professional Services
Total 148000372:							2,250.00		
Grand Totals:							84,253.44		

Check Date	Check #	Payee	Description	Invoice Date	Invoice #	Invoice \$	Check \$	GL Account	GL Account Name
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I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated: 8/6/26Finance Department [Signature]

Report Criteria:

Report type: Invoice detail

Bank Bank Number = 148

Report Criteria:

Report type: Invoice detail

Bank.Bank number = 2

PREISSUE

Check Issue Date	Check Number	Payee	Description	Invoice Date	Invoice Number	Invoice Amount	Check Amount	Invoice GL Account	Invoice GL Acc
08/05/2026	1413	Verizon Wireless	06/27-07/26/26	07/26/2026	6149652425A	62.91	62.91	72-7211-284	Telephone - Land
Total 1413:							62.91		
Grand Totals:							62.91		

Dated: 8/6/26Finance Department [Signature]



COUNCIL AGENDA ITEM

August 11, 2026

TO: Mayor and City Council

FROM: Sean Grayson, City Manager

SUBJECT: Authorization to Release a Request for Proposals (RFP) for Debt Collection Services

BACKGROUND/ DISCUSSION:

In the June 23, 2025, City Manager's Department Report to the City Council, the contents of a memorandum was provided addressing the following questions: 1) Request for a report on the total unpaid water bills in the City to be provided to the City Council; and 2) Request a memo to the City Council on who can forgive utility bills in the City. The City Manager Action in Progress for the items was also provided in the report. The report specifically identified that the City intends to issue an RFP for Debt Collection Services. The need for such an RFP is to seek to recover that more than \$600,000 in utility debt that is currently unaddressed through current practices. The RFP provides that the successful consultant will be involved in collecting:

1. Accounts receivable and returned checks to pay for various City services such as:
 - a. Utility billing (water and sewer)
 - b. General Billing for department fees
 - c. Cannabis fees and taxes
 - d. Returned Checks that the City is unable to collect
 - e. Other recoverable services
2. Subrogation against third parties that have caused damage to City property and/or injury to City employees.

With the City Council's approval, the attached RFP for Debt Collection Services will be released. In addition to the City's routine distribution activities, City staff anticipates posting the RFP on the California Society of Municipal Finance Officers (CSMFO) website.

The RFP contemplates the following timeline:

August 12, 2026	Request for Proposal Issued
August 28, 2026	Questions due
September 2, 2026	Responses to questions posted on RFP page
September 14, 2026	Due date for proposals by 5:00 p.m.
September 15-30, 2026	Staff review
October 13, 2026	Contract awarded by City Council

FISCAL IMPACT:

None with this action. The award of the RFP will have a cost that will be presented in that request.

RECOMMENDATION:

It is recommended that the City Council authorize the release of the RFP.

ATTACHMENTS:

Request for Proposals (RFP) for Debt Collection Services

**City of California City
Request for Proposals
For Debt Collection Services**



Issue Date: August 12, 2026

Response Due Date/Time: September 14, 2026 5:00 pm (PST)

**Sean Grayson
City Manager
(760) 373-7170**

sgrayson@californiacity-ca.gov

**City of California City
21000 Hacienda Blvd
California City, CA 93505**

CITY OF CALIFORNIA CITY
REQUEST FOR PROPOSALS
FEE STUDY AND COST ALLOCATION PLAN

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CITY OF CALIFORNIA CITY
REQUEST FOR PROPOSALS
DEBT COLLECTION SERVICES

I. INTRODUCTION

A. General Information

The City of California City is requesting proposals from qualified professional Consultants for Debt Collection Services

There is no expressed or implied obligation for the City of California City to reimburse responding Consultants for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code Sec. 6250 et seq.), unless exempt.

To be considered, respondents must submit their responses via email only to: Sean Grayson, City Manager at sgrayson@californiacity-ca.gov, by **5:00 P.M. on September 14, 2026**. The City reserves the right to reject any or all proposals submitted.

During the evaluation process, the City of California City reserves the right, where it may serve the City's best interest, to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of the City of California City, Consultants submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City of California City reserves the right to retain all proposals submitted regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Consultant of the conditions contained in the request for proposals, unless clearly and specifically noted in the proposal submitted and in the contract between the City of California City and the Consultant selected.

It is anticipated the selection of the Consultant will be completed and a contract will be executed between both parties by September 18, 2026. The City reserves the right to reject any or all proposals, to waive any non-material irregularities or information in any proposal, and to accept or reject any times or combination of items.

B. Term of Engagement

It is the intent of the City of California City to contract for a comprehensive Debt Collection Services.

II. NATURE OF SERVICES REQUIRED (This Section II shall comprise the scope of services for Attachment A of the attachment Consulting Services Agreement)

A. Scope of the Work to be Performed

Consultant shall provide the following scope of work:

1. Letter process within five (5) days from the date of assignment. Send pre-collection letters for 45 days.
2. After 45 days, initiate the standard accepted collection process.
3. Report, correct and/or delete credit bureau reporting and provide evidentiary documentation to Revenue Services. The City retains the right to recall any accounts assigned for collection without charge or penalty from the Consultant. Upon recall by the City, no further collection efforts on recalled accounts will be undertaken. If the account being recalled has been reported to any credit bureau, it is expected to be immediately cleared from the customer's credit report and provide written consultation of such upon request.
4. Comply with Federal and State regulations regarding fair debt collection practices. Collection shall be conducted ethically and legally with the highest level of customer service.
5. Maintain separate files for each account for audit purposes. Auditing of any and all assigned records is at the discretion of the City.
6. Maintain confidentiality on all accounts assigned by the City.
7. Maintain a disaster recovery plan to protect the City's receivables and the confidentiality of the information contained therein.
8. Accept data from the City in electronic formats. The assignment will include the following information, if available, and any other relevant information in the City's possession at the time of referral as deemed appropriate: name(s), address, type of account, unpaid balance, date of birth, and driver's license (if on file), phone numbers, account numbers, and account start, date of last bill, date of last payment, email address, and stop dates.
9. Immediate return of all accounts still pending upon termination of the contract by any party
10. Accept and process credit card payments via telephone. Accept and process electronic payments from debtors. The Consultant is responsible for all costs associated with this service, including but not limited to the payment of the merchant's discount fee.
11. Bear all expenses and costs incurred to affect collection of any account referred to them by the City, including but not limited to litigation and transportation.
12. Remit monthly to the City all monies collected, less collection fees. Remittance should include a breakdown by the debtor and type of account.

When possible, the City would like to pass all collection fees to the customer. The City should not bear any of the cost of collections.
13. Provide monthly reports detailing:
 - a. Status of each account with customer pertinent information
 - b. Monthly status of accounts, including assigned and current balance
 - c. Collection received during the month
 - d. Total amounts in collection
 - e. Percentage of recovery in comparison to the total dollar value of assigned accounts
 - f. On a needed basis, ad hoc reports as requested, including but not limited to collections,
 - g. legal actions, adjustments, updated addresses, and corrections
14. Provide to the City an annual financial summary report as of June 30 (City's fiscal year end) including totals for receipts, net accounts receivable, total accounts receivable, and collection percentage. This report should be submitted to the City no later than July 30th of each year.

B. Working Papers Retention

All working papers and reports must be retained at the consultant's expense for a minimum of seven (7) years, unless the Consultant is notified in writing by the City of California City of the need to extend the retention period. The consultant may be required to make working papers or electronic files available to the City of California City or any government agencies included in the audit of federal grants.

III. DESCRIPTION OF THE GOVERNMENT

A. Background Information

California City was incorporated on December 10, 1965. The City is located in the northern Antelope Valley in Kern County, California. It is 100 miles (160 km) north of the city of Los Angeles. Covering 203.63 square miles (527.4 km²), California City has the third-largest land area of any city in the state of California (behind San Diego and Los Angeles), and is the largest city in California, by land area, that is not a county seat. It is the 43rd-largest city in the United States by land area.

California City operates under a Council/Manager form of government, with a Mayor directly elected by the voters and four elected Councilmembers, collectively known as the Council. The Council is responsible for setting policy for the City and for adopting an annual budget. The Council Member with the most seniority is designated as the Mayor Pro Tem to serve in the Mayor's absence. Day-to-day responsibilities are overseen by a City Manager, reporting to the Mayor and City Council. The City Manager is responsible for appointing and supervising the heads of all City departments, with the advice and consent of the Council, with the exception of the City Treasurer, which is an elected position, and the City Attorney, who is appointed by the Council directly.

The City of California City has a population of 14,973 as of the 2020 census. The City's annual operating budget is approximately \$11.7 million with a \$27.4 million all funds budget.

The City's operations are organized into 14 functions: Administration, City Clerk, Finance, Human Resources, Building and Planning, Housing, Police, Public Works, Parks & Recreation, OHV, Cannabis Management, Water, and Wastewater (Sewer) with 60 budgeted full-time and 11 part-time positions. Fire services are contracted with the Kern County. The accounting, billing, and financial reporting aspects of the City are centralized within the Finance department. The Finance Department is currently headed by the City Manager, Finance Manager, Accounting Technician III (2), Accounting Technician I (2) and a Payroll Clerk, in addition to the elected City Treasurer, who is also responsible for the treasury function.

B. Debt Collection Demand

The City of California City, on an annual basis, generates over 100,000 invoices with an approximate dollar value of \$30 Million for debts incurred by the public. Of this total billing, approximately 200 accounts and \$608,000 are subject to write off as bad debt annually. The successful Consultant will be involved in the collection of the following accounts:

1. Accounts receivable and returned checks to pay for various City services such as:
 - a. Utility billing (water and sewer)
 - b. General Billing for department fees

- c. Cannabis fees and taxes
 - d. Returned Checks that the City is unable to collect
 - e. Other recoverable services
2. Subrogation against third parties that have caused damage to City property and/or injury to City employees.

IV. TIME REQUIREMENTS

A. Proposal Calendar

The following is a list of key dates up to, and including, the date proposals are to be submitted:

Date	Activity
August 12, 2026	Request for Proposal Issued
August 28, 2026	Questions due
September 2, 2026	Responses to questions posted on RFP page
September 14, 2026	Due date for proposals by 5:00 p.m.
September 15-30, 2026	Staff review
October 13, 2026	Contract awarded by City Council

B. Date Cost Study May Commence

Debt collection planning, including necessary planning, documentation of systems and operations, and staff interview schedules are anticipated as appropriate after contract is executed. Work may commence no later than three weeks after City Council approval of contract.

C. Questions and Answers

The City will accept questions until the scheduled date and time on the RFP Proposal Calendar. Responses to all questions received will be posted on the City's RFP postings webpage on the scheduled date.

D. Submission of Reports

The Consultant shall provide all drafts and recommendations to the City Manager. The Consultant should be available for any meetings that may be necessary to discuss the draft and/or work methodologies.

V. PROPOSAL REQUIREMENTS

A. Submission of Proposal

For a proposal to be considered, the Proposal shall be received via email only by the City of California City **by 5:00 p.m. on September 14, 2026.**

The Proposal should be addressed as follows:

City of California City
Sean Grayson, City Manager
sgrayson@californiacity-ca.gov

B. Minimum Content of Proposal

The Proposal should include the technical proposal and costs and fees.

C. Contents of the Proposal

Proposals shall include a detailed operational plan which demonstrates an understanding of and capability to assume responsibility for collecting delinquent revenue for the City. Proposals shall be limited to 50 pages.

The plan shall provide all details of the methods to be used to maximize successful collections, including initiating and continuing collection attempts within the guidelines set forth by Federal and State regulations regarding fair debt collection practices. The City is seeking innovative ways to minimize the non-payment of customer accounts and the number of accounts being sent to collections. Consultants are encouraged to provide Proposals which could include limiting the length of time the accounts are held by the Consultant and/or providing secondary resources of collection.

Supplemental Information

1. Provide a history of the Consultant, length of time in business, and key management/collection team members.
2. Provide a statement of the Consultant's background and experience in servicing government clients. Include the number and types of government clients you are currently servicing and the historical percentage of collections by account type. Be very specific about relevant experience with California government clients in the past five (5) years. Provide a statement of your Consultant's knowledge and adherence to the Federal Fair Debt Collection Practices Act, California Government Code, and other applicable laws and regulations.
3. List any disciplinary or investigative action, including audits, in the past five (5) years conducted by any professional body or local, state, or federal branch of the government of the Consultant.
4. List any and all litigation, pending or final, to which you are a party that is related or similar to the services being solicited in the past five (5) years.
5. Provide a detailed list of the types of bad debt your Consultant has experience in collecting for California municipal agencies.
6. Describe the method to do rapid letters for pre-collections.
7. Describe the normal method used to collect accounts (first and second placements). Include the specific work standards currently used, the dollar threshold where various levels of follow-up occur, the number of written and telephone attempts, and samples of all forms and correspondences that illustrate your Consultant's methods.
8. Describe and provide examples of your Consultant's procedures for skip accounts, including dollar thresholds for different levels of effort.
9. Describe and provide examples of your Consultant's procedures for accounts that will be pursued through legal action and any parameters used for these accounts, such as the minimum balance for a lawsuit.

10. Describe your Consultant's policies and procedures on handling customer complaints, escalation and resolution, and expected response turnaround time.
11. Describe your Consultant's approach to achieving reasonable collection targets in detail.
12. Describe, in detail, your Consultant's plan to implement the proposed services and to ensure a smooth, error-free conversion from the City's existing collection agency. (If your organization is the existing collection agency, describe in detail how existing services will be enhanced).
13. Describe the on-site training for City personnel, if needed, for account queries and management reports.
14. Describe your Consultant's disaster recovery plan to protect the City's receivables and the information's confidentiality.
15. Describe any off-site storage location and plan for backing up data.
16. Describe your Consultant's Systems and Organization Controls (SOC), including Person Identifiable Information (PII), to keep customer and City information safe.
17. Describe and provide samples of reports that would be provided to the City and the frequency of these reports.
18. Describe any internet capability that would allow the City to query accounts and/or prepare ad hoc reports as necessary.

References

Provide a listing of five (5) government clients, preferably California government clients, to whom your Consultant or agency has provided collections services over the last five (5) years. If your Consultant or agency is unable to provide a listing of government clients, then provide a listing

of five (5) private sector clients whom your Consultant or agency has provided collections services

over the last five (5) years. Indicate each organization's name, address, reference contact person and title, telephone number, and e-mail address. Additionally, describe the nature of services provided, the engagement's initial date, and the contract's expiration date.

Proposal Guidelines, Content and Format

The City of California City uses a qualifications-based selection process to obtain these services.

In order for the City to properly evaluate the Consultants' qualifications to perform this work, the proposals shall include, as a minimum, the following information:

1. Evidence of the Consultant's ability to be responsive to this project in regards to timeliness and expertise, including the availability of staff proposed to be assigned.
2. Please submit one (1) electronic copy of your proposal/qualifications.

Cover Letter

Submit a letter on your company letterhead addressing the proposal and format. The letter should be signed by an officer of the Consultant authorized to bind the Consultant to all comments made in the proposal, and shall include the name, address, phone number and e-mail address of the person(s) to contact who will be authorized to represent your Consultant.

Minimum Experience Qualifications Summary

A statement of professional experience and ability.

Management/Method of Operation

Provide a detailed description outlining your Consultant's approach to providing the service. Highlight innovative ideas your Consultant may have to provide to the City and describe your procedures and management techniques in detail.

References

Provide a list of references with current contact person, e-mail address, and phone number. The number of who may be contacted regarding Consultant performance.

Financial Statement

The Consultant must demonstrate a good performance record and have sufficient financial resources to ensure they can satisfactorily provide the services required.

Consultant shall submit a full and detailed presentation of the true condition of the Consultant's assets, liabilities, and net worth. The report should include a balance sheet and income statement. Individual financial statements must be submitted for each general partner or joint venture if the Consultant is a new partnership or joint venture. The most current annual report should be submitted if a Consultant is a publicly held corporation.

Any Consultant who, at the time of submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Consultant under federal bankruptcy law or any state insolvency, may be declared non-responsive.

Corporate Structure, Organization

Describe how your Consultant is organized; noting major divisions and any parent/holding companies, as well as a brief history of the Consultant and all personnel potentially to be involved in the project, including all sub-consultants. Designate the Principal in Charge and other key personnel. Include résumés. Also, provide a description of the experience your Consultant has had with similar processes.

Proposal Fee

Provide a detailed basic fee structure and breakdown of any other charges related to your Consultant's proposal. Finalist's fee structure may be subject to negotiation.

Material and data not specifically requested for consideration but which the Consultant wishes to submit must not appear with the Proposal but may appear only in an "Additional Data" section. This has specific reference to the following types of data:

- Generalized narrative of supplementary information
- Supplementary graphic material

All proposals must be signed with the full name of the Consultant if an individual; by an authorized general partner, if a partnership; or by an authorized officer, if a corporation.

When proposals are signed by an agent other than an officer of a corporation or a member of a general partnership, a power of attorney authorizing the signature must be submitted with the proposal.

If a partnership or joint venture submits the proposal, each general partner or joint venture

thereof must complete the Statement of Personal History attached to the Proposal. If a corporation submits the proposal, the Statement must be completed by each principal officer of said corporation.

Licensing Requirements

Any professional certifications or licenses that may be required will be the sole cost and responsibility of the successful Consultant.

The awarded Consultant will be required to obtain a City of California City Business License for this project.

Insurance Requirements

Consultant/Bidder, at Consultant's/Bidder's sole cost and expense and for the full term of the Resultant contract or any extension thereof, shall obtain and maintain at least all of the insurance requirements listed in attached example contract.

All coverage shall be provided by a carrier authorized to transact business in California and shall be primary. All policies, endorsements, and certificates shall be subject to approval by the City of California City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager.

Maintenance of proper insurance coverage is a material element of this contract. Failure to maintain or renew coverage or provide evidence of renewal may be treated as a material breach of contract.

The Consultant shall assert that these insurance requirements will be met as part of their proposal response. Failure to comply with these insurance requirements may result in an unresponsive proposal. The Consultant shall satisfy these insurance requirements concurrently with the signing of the contract prior to the commencement of work. It is strongly suggested that insurance requirements be reviewed with Consultant's broker to ensure any additional costs are included in the proposal pricing component.

VI. EVALUATION PROCEDURES

A. Review of Proposals

The City is interested in selecting a qualified Consultant with the ability to provide DEBT COLLECTION SERVICES. A key component for a successful Consultant will be the ability to meet the City's performance desires while minimizing the cost.

The Evaluation Panel will consist of City of California City staff and any other person(s) designated by the City. Following a review of the proposals, the Panel may invite one or more Consultants to make an oral presentation. During these presentations, the Consultant will be allowed to present such information as may be appropriate in order that the Panel can effectively and objectively analyze all materials and documentation submitted as part of the proposals.

Each Consultant must be represented by an individual who will be the prime contact person to the City and any other individuals whom the Consultant may select. The highest-rated proposal(s) will then be further evaluated through financial analysis and reference checks.

B. Evaluation Criteria

The final selection will be the Consultant which, in the City's opinion, is the most responsive and responsible in meeting the City's requirements in providing the service. The City maintains the sole and exclusive right to evaluate the merits of the proposals received.

Consultants will be objectively evaluated based on their responses to the project scope outlined in this RFP. The written proposal should clearly demonstrate how the Consultant could best satisfy the requirements of the City of California City.

Proposals will be evaluated based on the following criteria:

- Consultant's ability to provide all services as outlined in the Scope of Services;
- Related experience with similar projects, company background and qualifications;
- Consultant's Fee Schedule: completed and signed;
- Consultant's ability to safe keep confidential information;
- Consultant's Agreement;
- References;
- Any other criteria as best suit the City of California City.

C. Award

Upon conclusion of the Request process, a contract may be awarded for DEBT COLLECTION SERVICES for the City of California City. The City reserves the right to select the successful Consultant and to negotiate terms of a contract with the Consultant(s) whose proposal(s) is/are most responsive to the needs of the City. Furthermore, the City reserves the right to reject any and all proposal or alternate proposals or waive any informality in the proposal as is in the City's best interest.

The Consultant shall provide the name, address, e-mail address and telephone number of an individual in their organization to whom notices and inquiries by the City should be directed as part of this proposal.

All material submitted in or with the proposal shall become the property of the City unless it is clearly marked as proprietary information. The City reserves the right to use any ideas presented in the proposals without compensation paid to the Consultant. Selection or rejection of the proposal shall not affect this right.

The City reserves the right to reject any and all proposals submitted and request additional information from the Consultant. The award will be made to the Consultant which, in the opinion of the City, is best qualified.

VII. CONTACTS

Inquiries concerning the Request for Proposals may be made to:

Sean Grayons, City Manager
(760) 373-7170 sgrayson@californiacity-ca.gov

Attachment A – Consulting Services Agreement

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**CONSULTING SERVICES AGREEMENT
BETWEEN THE CITY OF CALIFORNIA CITY AND
[NAME OF CONSULTANT]**

THIS Agreement ("Agreement") for consulting services is made by and between the City of California City ("City") and _____, a California [corporation] [limited liability company] ("Consultant") (together referred to as the "Parties") as of _____, 20____ (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A, and incorporated herein, at the time and place and in the manner specified therein.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on _____ or the date the Consultant completes the services specified in Exhibit A, whichever occurs first, unless the term of the Agreement is otherwise terminated or extended, as referenced herein.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, requests in writing the reassignment of any such persons to ensure Consultant performs services in accordance with the Standard of Performance, Consultant shall, immediately upon receiving City's request, reassign such persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided herein above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed _____ \$(_____), as set forth in Exhibit B, attached hereto and incorporated herein for services to be performed and reimbursable expenses incurred under this Agreement. This dollar amount is not a guarantee that the City will pay that full amount to the Consultant, but is merely a limit of potential City expenditures under this Agreement.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

- 2.1 Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information, unless waived by the City Manager, or his or her designee:
- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
 - The beginning and ending dates of the billing period;
 - A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
 - At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
 - The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
 - The Consultant's signature.
- 2.2 Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall pay undisputed invoices that comply with the above requirements within 30 days from the receipt of the invoice.
- 2.3 Final Payment.** Consultant shall submit its final invoice within 60 days of completing its services. Consultant's failure to submit its final invoice within this 60 day period shall constitute Consultant's waiver of any further billings to, or payments from, City.
- 2.4 Reimbursable Expenses.** Reimbursable expenses, if any, are specified in Exhibit B and included in the total compensation referenced in Section

1. Expenses not listed in Exhibit B are not chargeable to, or reimbursable by, City.

2.5 Payment of Taxes. Consultant is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.

2.6 Authorization to Perform Services. The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of a written authorization from the City Manager, or his or her designee.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement

Section 4. INSURANCE REQUIREMENTS. Before beginning any services under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance specified herein and maintain that insurance throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall be fully responsible for the acts and omissions of its subcontractors or other agents.

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Consultant is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$2,000,000 per occurrence and \$4,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis.

Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Consultant has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.
- b. City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Consultant. Coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.
- c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self- insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and non-contributing.
- d. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.
- e. Consultant agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.

4.3 Professional Liability Insurance.

- 4.3.1 General requirements.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than

\$1,000,000 per occurrence or claim covering the Consultant's errors and omissions.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Submittal Requirements. Consultant shall submit the following to City prior to beginning services:

- a. Certificate of Liability Insurance in the amounts specified in this Agreement; and
- b. Additional Insured Endorsement as required for the General Commercial and Automobile Liability Policies.

4.4.2 Acceptability of Insurers. All insurance required by this Agreement is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.3 Deductibles and Self-Insured Retentions. Insurance obtained by the Consultant shall have a self-insured retention or deductible of no more than \$100,000.

4.4.4 Wasting Policies. No policy required herein shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

4.4.5 Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents, and subcontractors.

4.4.6 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Consultant shall ensure that City, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.

4.4.7 Excess Insurance. If Consultant maintains higher insurance limits than the minimums specified herein, City shall be entitled to coverage for the higher limits maintained by the Consultant.

4.5 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option: 1) obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; 2) order Consultant to stop work under this Agreement and withhold any payment that becomes due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof; and/or 3) terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

5.1 General Requirement. To the fullest extent permitted by law, Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers (collectively, "Indemnitees") from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney's fees, costs and fees of litigation, (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the services under this Agreement, or its failure to comply with any of its obligations contained in this Agreement, or its failure to comply with any

applicable law or regulation, except such Liability caused by the sole negligence or willful misconduct of City.

Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damage or claims for damages whether or not such insurance policies shall be determined to apply.

- 5.2 PERS Indemnification.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONSULTANT.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City.
- 6.2 Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. Consultant shall also, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates as determined by the California Department of Industrial Relations.
- 7.3 Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have, and

will maintain at their sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

- 7.4 Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, genetic information, marital status, sex, sexual orientation, gender or gender identity, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** Upon ten days' prior written notice, City may cancel this Agreement at any time and without cause upon such written notification to Consultant. In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.
- 8.2 Amendments.** The parties may amend this Agreement only by a writing signed by the parties hereto.
- 8.3 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the City Manager, or his or her designee. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the

subcontractors noted in the proposal, without prior written approval of the City Manager, or his or her designee.

8.4 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant, including but not limited to the provisions of Section 5, shall survive the termination of this Agreement.

8.5 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

8.5.1 Immediately terminate the Agreement;

8.5.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.5.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

8.5.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

8.5.5 The remedies mentioned in this Agreement are not exclusive of any other right, power or remedy permitted by law. The City's failure or delay in exercising any remedy shall not constitute a waiver of such remedy or preclude the further exercise of City's rights.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement, and the City may use, reuse or otherwise dispose of the documents without Consultant's permission. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily

suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential drafts and will not be released to third parties by Consultant without prior written approval of City.

- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Pursuant to Government Code Section 8546.7, the Agreement may be subject to the examination and audit of the State Auditor for a period of 3 years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

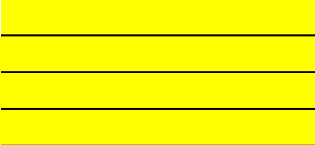
- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in Kern County or in the United States District Court for the Southern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

10.6 Conflict of Interest. Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

10.7 Solicitation. Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.8 Notices. Any notice, demand, request, consent or approval that either party is required to give the other pursuant to this Agreement, shall be in writing and may be given by either (i) personal service, or (ii) certified United States mail, postage prepaid, return receipt requested. Notice shall be effective upon personal delivery or delivery to the addresses specified below, as reflected on the receipt of delivery or return receipt, as applicable.

Consultant : 

City: City of California
21000 Hacienda Blvd.
California City, CA 93505
ATTN: City Manager

10.9 Professional Seal. Where applicable in the determination of the City Manager, or his or her designee, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled “Seal and Signature of Registered Professional with report/design responsibility.”

10.10 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A and B represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

To the extent there are any inconsistencies between this Agreement, the Exhibits, and Consultant’s proposal, the Agreement shall control To the extent there are any inconsistencies between the Exhibits and the Consultant’s Proposal, the Exhibits shall control.

Exhibit A Scope of Services
Exhibit B Compensation Schedule

- 10.11 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 10.12 Construction of Agreement.** Each party hereto has had an equivalent opportunity to participate in the drafting of the agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.
- 10.13 No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any third parties.

The Parties have executed this Agreement as of the Effective Date.

CITY OF CALIFORNIA CITY

CONSULTANT

Sean Grayson, Interim City Manager

[NAME, TITLE]

Attest:

John Paul Maier, City Clerk

Approved as to Form:

Victor Ponto, City Attorney

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B

COMPENSATION SCHEDULE

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANT

By: _____

Title: _____

2784980.1



COUNCIL AGENDA ITEM

August 11, 2026

TO: Mayor and City Council

FROM: Joe Barragan, Public Works Director

SUBJECT: Second Reading and Adoption of Ordinance No. 26-836: An Ordinance of the City Council of the City of California City, California, Amending Chapter 1 (Building and Safety Regulations) and Adding Chapter 13 (Electric Vehicle Charging Stations) to Title 8 (Building Regulations) to the California City Municipal Code Implementing a Ministerial Permitting Process for Electric Vehicle Charging Stations

BACKGROUND/ DISCUSSION:

On July 28, 2026, the City Council conducted a public hearing including first reading of Ordinance No. 26-836: An Ordinance of the City Council of the City of California City, California, Amending Chapter 1 (Building and Safety Regulations) and Adding Chapter 13 (Electric Vehicle Charging Stations) to Title 8 (Building Regulations) to the California City Municipal Code Implementing a Ministerial Permitting Process for Electric Vehicle Charging Stations.

City staff is requesting the approval of Ordinance No. 26-836, which would implement a state-mandated ministerial permitting process for Electric Vehicle Charging Stations (“EVCS”). As part of a State Legislative effort to encourage the installation of Electric Vehicle Charging Stations (“EVCS”), Assembly Bills (“AB”) 1236 and 970 require cities and counties to develop and implement an expedited, streamlined permitting process for all EVCS. AB 1236 requires cities to create a checklist of requirements for EVCS and to approve permit applications through a ministerial approval process. AB 970 requires cities to review complete applications within prescribed time periods. The proposed ordinance implements a ministerial approval process for EVCS that aligns with the State’s prescriptive requirements. Specifically, Ordinance No. 26-836 requires the City to:

- Make a determination regarding an application’s “deemed complete” status within five (5) days for projects that propose 1-5 EVCS; and ten (10) days for projects that propose more than 26 EVCS.
- Review project applications and make a determination to approve a project within twenty (20) business days for projects that propose 1-25 EVCS, and forty (40) business days for projects that propose more than 26 EVCS.
- Reduce the number of minimum number of parking spaces required in the Zoning Code, if the installation of the EVCS would reduce, eliminate, or otherwise impact the parking minimums

imposed by the Zoning Code.

- Consider the rejection of an EVCS application pursuant to the appeals process provided in the Zoning Code if an EVCS application is rejected.

When reviewing projects, the City may only review the project application with respect to compliance with a comprehensive checklist that is required for all projects. Such application may only be denied in the event that a project could have a “specific, adverse impact on public health or safety,” supported by written findings and substantial evidence. In the event that the proposed project presents a specific, adverse impact on public health or safety, a project applicant may be required to apply for a use permit; however, any conditions imposed must be limited to those conditions that would mitigate the specific, adverse impact.

If the second reading and adoption occurs on August 11, 2026, the ordinance will go into effect on September 10, 2026.

FISCAL IMPACT:

There is no fiscal impact from this action. Permits and applications for EVCS will be subject to the City’s adopted fee schedule.

RECOMMENDATION:

Staff recommends that the City Council conduct second reading of the Ordinance and adopt it.

ATTACHMENTS:

1. Proposed Ordinance No. 26-836
2. EVCS Checklist Requirements

ORDINANCE NO. 26-836

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY COUNCIL THE CITY OF CALIFORNIA CITY, CALIFORNIA ADDING CHAPTER 13 (ELECTRIC VEHICLE CHARGING STATIONS) TO TITLE 8 (BUILDING REGULATIONS) TO THE CALIFORNIA MUNICIPAL CODE IMPLEMENTING A MINISTERIAL PERMITTING PROCESS FRO ELECTRIC VEHICLE CHARGING STATIONS

WHEREAS, the City of California City (“City”) is a general law city, incorporated under the laws of the State of California; and

WHEREAS, pursuant to its police powers, the City may enact and enforce laws within its boundaries which promote the public health, morals, safety, and general welfare of the community, and are not in conflict with general laws; and

WHEREAS, Assembly Bill 1236 (“AB 1236”) requires all municipalities to create a checklist of requirements for applicants proposing Electric Vehicle Charging Stations (“EVCS”); and

WHEREAS, Assembly Bill 970 (“AB 970”) requires all municipalities to complete the application review process within certain prescribed time periods depending on the number of EVCS proposed in the project; and

WHEREAS, the General Plan Land Use Element sets forth a goal to facilitate and implement growth and development coordinated with the provision of infrastructure, public facilities, and public services; and

WHEREAS, the proposed ordinance is consistent with this General Plan goal because it will encourage the implementation and provision of EVCS consistent with market-demand; and

WHEREAS, the General Plan Land Use Element sets forth a policy that allows for the development of a variety of commercial centers which serve different users and levels of intensity, including neighborhood centers serving local residential neighborhoods, community centers which serve groups of neighborhoods, regional centers which serve the planning areas and surrounding areas and same highway commercial centers which serve visitors along regional transportation routes; and

WHEREAS, the proposed ordinance is consistent with this General Plan policy because it provides a streamlined permitting system that will allow consumers to take advantage of EVCS facilities within its commercial centers; and

WHEREAS, on July 28, 2026, the City Council held a duly noticed public hearing regarding the proposed ordinance, considered all public comments received before and during the

public hearing, the presentation by City staff, the relevant staff report and all other pertinent documents regarding the proposed ordinance; and

WHEREAS, the proposed ordinance would not increase the permissible density or intensity of any proposed project and would merely streamline the approval process for EVCS projects; and

WHEREAS, it can be seen with certainty that the implementation of a ministerial streamlined permitting process for EVCS will not cause a direct or indirect impact on the environment pursuant to the California Environmental Quality Act (“CEQA”) (Pub. Res. Code § 21000 *et seq.*) and the CEQA Guidelines (Cal. Code Regs., Title 14 § 15000 *et seq.*); and

WHEREAS, the City Council desires to add Chapter 13 (Electric Vehicle Charging Stations) to Title 8 (Building Regulations) of the California City Municipal Code to comply with the provisions of AB 1236 and AB 970.

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 and are incorporated by reference herein.

Section 2. The proposed ordinance is exempt from CEQA as it can be seen with certainty that the implementation of a ministerial streamlined permitting process for EVCS will not cause a direct or indirect impact on the environment.

Section 3. Chapter 13 (Electric Vehicle Charging Stations) is added to Title 8 (Building Regulations) of the CCMC to read in its entirety as follows:

“CHAPTER 13 – ELECTRIC VEHICLE CHARGING STATIONS

Sec. 8-13.01. – Applicability.

This chapter applies to applications for a streamlined approval process for building permits for electric vehicle charging stations pursuant to California Government Code Section 65850.7.

Sec. 8-13.02. – Definitions.

- (a) “Building Official” means the City’s building official and/or his/her designee(s).
- (b) “Electric Vehicle” or “EV” means an electric drive vehicle that uses one or more electric motors or traction motors for propulsion. An electric vehicle may be powered through a collector system by electricity from off-vehicle sources, or may be self-contained with a battery or generator to convert fuel to electricity.
- (c) “Electric Vehicle Charging Station” or “EVCS” means an electric vehicle charging station, also called EV charging station, electric recharging point, charging point, charge point and Electric Vehicle Supply Equipment (“EVSE”), is an element in an infrastructure that supplies electric energy for the recharging of electric vehicles, such as plug-in electric vehicles, including electric cars, neighborhood electric vehicles and plug-in hybrids.
- (d) “Specific Adverse Impact” means a significant, quantifiable, direct, or unavoidable impact, based on objective, identified, and written public health or safety standards,

policies, or conditions as they existed on the date the application was deemed complete.

Sec. 8-13.03 Requirements.

- (a) All Electric Vehicle Charging Stations shall meet all applicable health and safety standards and requirements, including but not limited to any requirements imposed by the State of California, the City, Fire Department, Department of Public Works, the California Building Code, California City Municipal Code, and Federal laws including the Americans with Disabilities Act.
- (b) Electric Vehicle Charging Stations shall meet all applicable safety and performance standards established by the California Electric Code, the Society of Automotive Engineers, the National Electrical Manufacturers Association, and the accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.
- (c) Installation of EVCS shall be incorporated into the load calculation of all new or existing electrical services and shall meet the requirements of the California Electrical Code. EVCS shall be considered a continuous load.
- (d) Anchorage of either floor-mounted or wall-mounted electric vehicle charging stations shall meet the requirements of the California Building or Residential Code as applicable per occupancy, and the provisions of the manufacturer's installation instructions. Mounting of charging stations shall not adversely affect building elements.

Sec. 8-13.04 Duties of the Building Official.

- (a) The Building Official shall adopt a checklist of materials required for a streamlined permit review process.
- (b) The Building Official shall publish the application form, checklist requirements and any other required documentation on the City's website.
- (c) All documents required for submission of an Electric Vehicle Charging Station application shall be made publicly available on the City's website.
- (d) The Building Official shall allow the electronic submittal of the Electric Vehicle Charging Station application.
- (e) An applicant submitting an application for an Electric Vehicle Charging Station pursuant to this chapter may submit the required application, forms, and other documents with an electronic signature in lieu of a wet signature.

Sec. 8-13.05 Application Submittal.

- (a) An applicant shall submit a complete application that meets the requirements of the checklist adopted pursuant to Section 8-13.04(a), inclusive of the required application fee. Failure to submit a complete application that meets these requirements shall be deemed incomplete.
- (b) The Building Official shall review the contents of the submitted application and determine whether the application is complete:
 - (i) Within five (5) business days if the project proposes one to twenty-five (1-25) Electric Vehicle Charging Stations.

- (ii) Within ten (10) business days if the project proposes twenty-six (26) or more Electric Vehicle Charging Stations.
- (c) In the event that an incomplete application is submitted, the Building Official shall issue a written notification to the applicant detailing the application deficiencies and any additional information or documentation required pursuant to this article within the time periods prescribed in subsection (b).
- (d) Failure to notify and provide written notification to the applicant of any insufficiencies of the application within the time periods prescribed in subsection (b) shall result in the application being deemed complete.

Sec. 8-13.06 Application Review.

- (a) Applications for Electric Vehicle Charging Stations submitted pursuant to this chapter shall be reviewed administratively.
- (b) The Building Official's review shall be limited to the determination that the project meets all City, State, and Federal health and safety requirements.
- (c) Once an application is deemed complete, the Building Official shall review the permit application and issue a determination:
 - (i) Within twenty (20) business days if the project proposes one to twenty-five (1-25) Electric Vehicle Charging Stations.
 - (ii) Within forty (40) business days if the project proposes twenty-six (26) or more Electric Vehicle Charging Stations.
- (d) If a proposed Electric Vehicle Charging Station would reduce, eliminate, or otherwise impact the parking minimums imposed by Chapter 2 (Zoning) of this Title 9 (Land Use Regulations) of the California City Municipal Code, the minimum parking requirements shall be reduced to accommodate the EVCS.
- (e) The Building Official may deny an application if they can make written findings, based on substantial evidence, that the proposed EVCS could have a Specific Adverse Impact on the public health or safety and conditions of approval are required to mitigate the impact and require the applicant to apply for a conditional use permit pursuant to Article 25 (Conditional Use Permits) of Chapter 2 (Zoning) of Title 9 (Land Use Regulations) of the California City Municipal Code.
- (e) A decision by the Building Official pursuant to this chapter may be appealed pursuant to the procedures set forth Sections 1-4.04 and 1-4.05 of the California City Municipal Code except that the appeal shall be considered by the Planning Commission in lieu of the City Council.

Sec. 8-13.07 Fees.

The City Council shall adopt a resolution establishing a fee to be submitted in conjunction with an EVCS permit."

Section 4. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, paragraph, sentence, clause, phrase, or portion thereof,

irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, phrases, or portion might subsequently be declared invalid or unconstitutional.

Section 5. Publication and Effective Date. The Mayor shall sign, and the City Clerk shall attest to the passage of this Ordinance and shall cause this Ordinance to be published and/or posted as required by law, which shall take full force and effect thirty (30) days after adoption.

INTRODUCED at the regular meeting of the City Council on the 28th day of July, 2026, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council on the 11th day of August, 2026, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

Marquette Hawkins, Mayor

ATTEST:

John Paul Maier, City Clerk



City of California City
Building Department
21000 Hacienda Boulevard
California City, CA 93505
(760) 338-1377

*Checklist for Electric Vehicle
Service Equipment*

**PERMITTING CHECKLIST FOR ELECTRIC VEHICLE SERVICE EQUIPMENT
FOR Existing RESIDENTIAL AND NONRESIDENTIAL BUILDINGS**

Please complete the following information related to permitting and installation of electric vehicle chargers/ electric vehicle service equipment (EVCS / EVSE) as a supplement to the application for a electrical and/or building permit. This checklist contains the technical aspects of EVSE installations and is intended to help expedite permitting and use for electric vehicle charging.

New EVCS / EVSE that are found to adversely impact public health and safety will not qualify for the streamlined permitting process.

Job Address:		Permit No.
☐ Single-Family ☐ Multi-Family (Apartment) ☐ Multi-Family (Condominium) ☐ Commercial (Single Business) ☐ Commercial (Multi-Business) ☐ Mixed-Use ☐ Public Right-of-Way		
Location and Number of EVSE to be Installed:		
Garage _____ Parking Level(s) _____ Parking Lot _____ Street Curb _____		
Description of Work:		

Permitting Checklist for Electric
Vehicle Service Equipment



**City of California City
Building Department
21000 Hacienda Boulevard
California City, CA 93505
(760) 338-1377**

Checklist for Electric Vehicle Service Equipment

Applicant Name:	
Applicant Phone & email:	
Contractor Name:	License Number & Type:
Contractor Phone & email:	
Owner Name:	
Owner Phone & email:	

EVSE Charging Level: ☐ Level 1 (120V) ☐ Level 2 (240V) ☐ Level 3 (480V)	
Maximum Rating (Nameplate) of EV Service Equipment = _____ kW	
Voltage EVSE = _____ V	Manufacturer of EVSE: _____
Mounting of EVSE: ☐ Wall Mount ☐ Pole Pedestal Mount ☐ Other _____	

System Voltage:
☐ 120/240V, 1 ϕ , 3W ☐ 120/208V, 3 ϕ , 4W ☐ 120/240V, 3 ϕ , 4W ☐ 277/480V, 3 ϕ , 4W ☐ Other _____
Rating of Existing Main Electrical Service Equipment = _____ Amperes
Rating of Panel Supplying EVSE (if not directly from Main Service) = _____ Amps
Rating of Circuit for EVSE: _____ Amps / _____ Poles
AIC Rating of EVSE Circuit Breaker (if not Single Family, 400A) = _____ A.I.C. (or verify with Inspector in field)

**Checklist for Electric Vehicle
Service Equipment**



**City of California City
Building Department
21000 Hacienda Boulevard
California City, CA 93505
(760) 338-1377**

Checklist for Electric Vehicle Service Equipment

Specify Either Connected, Calculated or Documented Demand Load of Existing Panel:

• Connected Load of Existing Panel Supplying EVSE = _____ Amps

• Calculated Load of Existing Panel Supplying EVSE = _____ Amps

Demand Load of Existing Panel or Service Supplying EVSE = _____ Amps

(Provide Demand Load Reading from Electric Utility)

Total Load (Existing plus EVSE Load) = _____ Amps

For Single Family Dwellings, if Existing Load is not known by any of the above methods, then the Calculated Load may be estimated using the "Single-Family Residential Permitting Application Example" in the Governor's Office of Planning and Research "Zero Emission Vehicles in California: Community Readiness Guidebook" <https://www.opr.ca.gov>

EVSE Rating _____ Amps x 1.25 = _____ Amps = Minimum Ampacity of
EVSE Conductor = # _____ AWG

For Single-Family: Size of Existing Service Conductors = # _____ AWG or kcmil

or - : Size of Existing Feeder Conductor

Supplying EVSE Panel = # _____ AWG or kcmil

(or Verify with Inspector in field)

I hereby acknowledge that the information presented is a true and correct including but not limited to the representation of existing conditions at the job site and that any causes for concern as to life-safety verifications may require further substantiation of information.

Signature of Permit Applicant: _____ Date: _____



COUNCIL AGENDA ITEM

August 11, 2026

TO: Mayor and City Council

FROM: Sean Grayson, City Manager
Anu Doravari, City Planner

SUBJECT: 1) Approval of Reimbursement Agreement with West Mojave Renewables, LLC for the West Mojave Solar PV Project; and 2) Authorize the City Manager to Execute the Agreement in Substantially Final Form, Subject to City Attorney Approval as to Form and Any Non-Substantive Corrections

BACKGROUND/ DISCUSSION:

West Mojave Renewables, LLC has submitted a proposal for a 2.5-megawatt alternating-current solar photovoltaic project on an approximately 28-acre parcel at the southeast corner of Neuralia Road and Washburn Boulevard (APN 302-303-01). The City's review will include the applicable land-use entitlements, environmental review, plan review, permits, and inspections.

The agreement requires West Mojave to reimburse the City for staff and consultant costs incurred in reviewing, processing, permitting, and inspecting the project. West Mojave made an initial deposit of \$37,926 on February 20, 2026. When the account balance reaches \$10,000, West Mojave must replenish it to \$25,000. The City will provide monthly cost statements, and any unused balance will be returned after project completion.

Code Authority and Analysis

California City Municipal Code (CCMC) Section 9-2.212 governs site plan review. CCMC Section 9-2.2501 governs conditional use permit processing and requires an application fee set by City Council resolution to cover the cost of handling the application. CCMC Section 2-3.209(n) authorizes the City Manager to exercise powers delegated by the City Council. The reimbursement agreement supplements the City's adopted application fees by ensuring that the applicant pays the City's actual project-specific staff and consultant costs.

Approval of this agreement does not approve the solar project, authorize construction, or predetermine any land-use or environmental decision. Those decisions will return through the applicable Planning and CEQA processes.

FISCAL IMPACT:

Positive cost-recovery impact. The City has received the \$37,926 initial deposit and will be reimbursed for actual staff and consultant costs. The agreement is intended to prevent project-review costs from being borne by the General Fund.

ENVIRONMENTAL REVIEW:

Approval of the reimbursement agreement is not a project under State CEQA Guidelines Section 15378(b)(4) and (5) because it is a fiscal and administrative action that does not commit the City to approve the proposed solar project. Separate CEQA review will be completed before action on the project entitlements.

RECOMMENDATION:

It is recommended that the City Council approve the reimbursement agreement and authorize the City Manager to execute the agreement.

ATTACHMENTS:

Reimbursement Agreement - City of California City and West Mojave Renewables, LLC

REIMBURSEMENT AGREEMENT

(Description of Engagement: Reimbursement for the Construction of the West Mojave Solar PV Project)

(Parties: The City of CALIFORNIA CITY and West Mojave Renewables, LLC)

THIS REIMBURSEMENT AGREEMENT ("Agreement") is made and entered into this 20th day of March 2026 (hereinafter, the "Effective Date"), by and between the CITY OF CALIFORNIA CITY, a municipal corporation (hereinafter, "CITY") and West Mojave Renewables, LLC, a Delaware limited liability company (hereinafter, "WEST MOJAVE"). For purposes of this Agreement, the capitalized term "Parties" shall be a collective reference to both CITY and West Mojave. The capitalized term "Party" may refer to either CITY or West Mojave interchangeably as reasonably appropriate.

RECITALS

WHEREAS, CITY intends to provide services for the West Mojave Solar PV Project ("Project") related to processing a Site Plan, Conditional Use Permit, Initial Study/Mitigated Negative Declaration, building and construction related permits, and construction inspections; and

WHEREAS, WEST MOJAVE has agreed to reimburse CITY for the direct costs associated with providing such services, including costs for City staff and City consultant efforts; and

WHEREAS, the execution of this Agreement was approved by the City Council at its Regular Meeting of _____, 2026, under Agenda Item No. _____.

NOW THEREFORE, in consideration of mutual covenants and conditions herein contained, CITY and WEST MOJAVE agree as follows:

I.

ENGAGEMENT TERMS

1.1 PURPOSE OF REIMBURSEMENT: CITY intends to provide professional services related to the processing, review and permitting of the Project, subject to WEST MOJAVE's reimbursement to CITY of costs and charges associated with such services.

1.2 REIMBURSEMENT:

- A. Subject to an initial deposit of Thirty-Five Thousand Dollars (\$35,000) made payable to CITY by WEST MOJAVE on February 20, 2026, WEST MOJAVE shall reimburse CITY for costs associated with the labor required to review, process and permit the Project. WEST MOJAVE shall provide additional funding to CITY at such time as the balance reaches \$10,000 to restore the balance to \$25,000 and maintain said balance at \$25,000. WEST MOJAVE shall provide additional funding as described within thirty (30) calendar days of receipt of request for additional funding from CITY. Failure of WEST

MOJAVE to provide additional funding in a timely manner could result in the delay of work efforts on the Project.

- B. CITY shall provide WEST MOJAVE a monthly statement noting the costs incurred for services in the preceding month.
- C. Upon completion of the Project, defined as the final inspection for the final phase of construction, CITY shall within thirty (30) days refund to WEST MOJAVE any unexpended funds remaining on deposit with CITY at time of Project completion.

II. TERMINATION

- 2.1 TERMINATION WITHOUT CAUSE: Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement at any time for convenience and without liability, provided that notice of such termination is made in writing and issued not less than ninety (90) calendar days prior to the effective date of any such termination.

III. MUTUAL RELEASE OF LIABILITY

- 3.1 WEST MOJAVE shall defend, indemnify, and hold CITY and its directors, officers, employees, partners, contractors or agents, harmless from and against any and all claims, actions, causes of actions, demands, or liabilities of whatsoever kind and nature, including judgments, interest, reasonable attorneys' fees, and all other costs, fees, expenses, and charges to the extent that such claims arise out of, were caused by, or result from any breach of the performance of this Agreement or the negligence, gross negligence, or willful misconduct of WEST MOJAVE, its directors, officers, employees, partners, or agents.
- 3.2 CITY shall defend, indemnify and hold WEST MOJAVE and its directors, officers, employees, partners, or agents, harmless from and against any and all claims, actions, causes of actions, demands, or liabilities of whatsoever kind and nature, including judgments, interest, reasonable attorneys' fees, and all other costs, fees, expenses, and charges to the extent that such claims arise out of, were caused by, or result from any breach of the performance of this Agreement or the negligence, gross negligence, or willful misconduct of CITY, its directors, officers, employees, partners, or agents.

IV. MISCELLANEOUS PROVISIONS

- 4.1 NOTICES: Notice given pursuant to this Agreement shall be served upon the person to be notified by personal service upon such party, or by the deposit of such written notice in the care and custody of the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows:

CITY: City of California City
Attn: City Manager
21000 Hacienda Blvd.
California City, CA 93505
(760) 373-8661

WEST MOJAVE: West Mojave Renewables, LLC
Attn: Nexamp Inc.
101 Summer Street, 2nd Floor
Boston, MA 02110
(617) 431-1440

Notices hereunder shall be deemed to have been given on the day of personal service thereof upon, or refusal to accept delivery by, the Party to be notified, or as of the fourth (4th) day following the deposit of the same in the care and custody of the United States Postal Service via certified mail protocol.

4.2 EVENT OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service, or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service, or task set forth under this Agreement) , an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; and (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 4.2B and 4.2C, below. However, if a cure is not reasonably possible within the applicable cure period, the Parties will mutually agree to a reasonable period of time to begin such cure and diligently prosecute such cure to completion.
- B. WEST MOJAVE shall cure the following Events of Defaults within the following time periods:
- i. Within five (5) days business days of WEST MOJAVE's receipt of a Default Notice for any failure of WEST MOJAVE to timely provide CITY any sums due and payable to CITY pursuant to this Agreement. "Business days" shall be defined to mean Monday through Friday not including federally recognized holidays. Consultant acknowledges that failure to submit sums due in accordance with this Agreement, shall result in the stoppage of all City review, processing, services or the like.
 - ii. Within fourteen (14) calendar days of WEST MOJAVE's receipt of a Default Notice for any other Event of Default under this Agreement.
 - iii. In the event that WEST MOJAVE believes that the Event of Default

cannot reasonably be cured within the 14-day cure period, prior to the expiration of the 14-day cure period, WEST MOJAVE shall submit a written request for additional time to cure the Event of Default upon a showing that: 1) WEST MOJAVE has commenced its efforts to cure the Event of Default or the Parties have agreed that a cure cannot be commenced; and 2) that the Event of Default cannot be reasonably cured within the 14-day cure period; and 3) the expected time for completion of said cure. In the event that both Parties mutually agree to the proposed timeline for completion, there shall be no Event of Default so long as WEST MOJAVE diligently prosecutes such cure to completion.

- C. CITY shall cure any Event of Default asserted by WEST MOJAVE within the following time periods:
 - i. Within fourteen (14) calendar days of CITY's receipt of a Default Notice.
 - ii. In the event the City believes the Event of Default cannot reasonably be cured within the 14-day cure period, prior to the expiration of the 14-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that: 1) CITY has commenced its efforts to cure the Event of Default or the Parties have agreed that a cure cannot be commenced; and 2) that the Event of Default cannot be reasonably cured within the 14-day cure period, and; 3) the expected time for completion of said cure. In the event that both Parties mutually agree to the proposed timeline for completion, there shall be no Event of Default so long as CITY diligently prosecutes such cure to completion.
- D. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- E. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available at law or in equity. In addition to any other remedies available at law, in equity or under this Agreement, in the event of an Event of Default under this Agreement the non-defaulting Party, in its sole and absolute discretion, may also pursue any one or more of the following remedies after the applicable cure period has expired:
 - i. Upon written notice to WEST MOJAVE, the CITY may immediately terminate this Agreement in whole or in part;

- ii. Upon written notice to WEST MOJAVE, the CITY may extend the time of performance;
- iii. The CITY or WEST MOJAVE may proceed by appropriate court action to enforce the terms of this Agreement to recover damages or to terminate this Agreement; or
- iv. The CITY or WEST MOJAVE may exercise any other available and lawful right or remedy.

- 4.3 ACCOUNTING RECORDS: CITY shall maintain complete and accurate records with respect to their billing covered under this Agreement throughout the term of this Agreement and for a period of not less than three (3) years after the expiration or termination of this Agreement. WEST MOJAVE shall have the right to access and examine such records, without charge, upon request. WEST MOJAVE shall further have the right to audit such records, to make transcripts therefrom, and to inspect all related CITY data, documents, proceedings, and activities.
- 4.4 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 4.5 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in Kern County, California.
- 4.6 ATTORNEY'S FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the non-prevailing Party reasonable attorneys' fees and all other costs of such action.
- 4.7 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on and inure to the benefit of the successors and assigns of the Parties.
- 4.8 NO THIRD-PARTY BENEFIT: There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 4.9 FURTHER ASSURANCES: Each Party covenants, on behalf of itself and its successors and assigns, to take all actions and do all things, and to execute, with acknowledgment or affidavit if required, any and all documents, instruments and writings as may be necessary or proper to achieve the purposes and objectives of this Agreement.
- 4.10 CONSTRUCTION OF REIMBURSEMENT AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

- 4.11 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 4.12 AMENDMENT; MODIFICATIONS: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to City approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 4.13 CAPTIONS: The captions of the various sections and subsections are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 4.14 ENTIRE REIMBURSEMENT AGREEMENT: This Agreement shall constitute the entire, complete, final and exclusive expression of the parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and WEST MOJAVE prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the parties pursuant to Section 4.12, above.
- 4.15 COUNTERPARTS: This Agreement shall be executed in two (2) original counterparts each of which shall be of equal force and effect. One counterpart shall be delivered to WEST MOJAVE and the other counterpart shall be delivered to the CITY. No handwritten or typewritten amendment, modification or supplement to any one counterpart shall be valid or binding unless made to all counterparts in conformity with Section 4.12, above.

[SIGNATURE PAGE FOLLOWS]

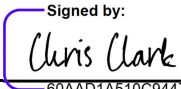
IN WITNESS WHEREOF, the Parties hereto have caused this Reimbursement Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF CALIFORNIA CITY

WEST MOJAVE RENEWABLES, LLC

By: _____
Sean Grayson
City Manager

Date: _____

Signed by:
By:  _____
60AAD1A510C9447 ...

6/28/2026
Date: _____

APPROVED AS TO FORM:

By: _____
Victor Ponto
City Attorney

Date: _____



COUNCIL AGENDA ITEM

August 11, 2026

TO: Mayor and City Council

FROM: Joe Barragan, Public Works Director

SUBJECT: Resolution No. 26-3269: A Resolution of the City of California City Council to Authorize the City Manager to Execute an Agreement with RJR Water Features, Inc. for the Commercial Recirculating Splash Pad Project, with a Total Value of \$545,000

BACKGROUND/ DISCUSSION:

On March 11, 2021, the American Rescue Plan Act (“ARPA”) was signed into law and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, which together make up the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program. The City of California City received an allocation of \$3,396,463 from ARPA.

The Splash Park and Skate Park projects meet Title I requirements of the Housing and Community Development Act of 1974 and SLRF guidelines. The skate park is complete, and the splash pad restroom, flatwork, and lighting were finished by December 2025. To ensure the Splash Pad project is fully operational, the City must advance to phase two, which involves procuring splash pad equipment and coordinating its installation by specialized contractors. ARPA funds must be used by December 31, 2026.

On June 25, 2026, following the City's instructions, the City Engineer released an additional, informal RFP to the open market. On August 5, 2026, RJR Water Features, was the sole respondent to such RFP. This proposal includes Vortex Splash Pad features and installation as follows:

RJR Water Features, Inc. Proposal for Splash Pad Features and Installation	\$545,000.00
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The proposal does not include Splash Pad concrete work; the City will coordinate concrete installation with qualified contractors.

Staff contacted the following companies to share information about the RFP but did not receive a bid response from them:

- Splash Zone
- Play Power
- Rain Deck
- Pacific Aquascape International

- California Waters
- Water Splash
- Nova Tech
- Leonida Builders, Inc

The Project will improve the area’s appearance and create a year-round gathering place for residents, especially during the summer, and for skate park users. The City Engineer will provide project management and inspections as needed on a time-and-materials basis.

FISCAL IMPACT:

Costs:	Splash Pad features Total:	\$545,000.00
Funding:	ARPA Funds available:	\$ 800,000
	Local Match:	0.00

RECOMMENDATION:

It is recommended that the City Council adopt the resolution authorizing the City Manager to execute the agreement.

ATTACHMENTS:

- 1 – Resolution No. 26-3269
- 2 – RJR Water Features, Proposal

RESOLUTION NO. 26-3269

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROPOSAL WITH RJR WATER FEATURES, INC. FOR THE COMMERCIAL RECIRCULATING SPLASH PAD PROJECT IN THE AMOUNT OF \$545,000.00

WHEREAS, on March 11, 2021, the American Rescue Plan Act (“ARPA”) was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, which together make up the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program; and

WHEREAS, the City of California City received an allocation of \$3,396,463 from ARPA; and

WHEREAS, the City desires to complete the commercial recirculating splash pad project by proceeding to phase two of the project, which includes procuring splash pad equipment and arranging for installation by companies specializing in splash pad construction (the “Project”); and

WHEREAS, on June 25, 2026, at the City’s direction, the City Engineer issued an additional informal RFP to the open market. RJR Water Features, Inc. was the sole respondent on August 5, 2026, and submitted a proposal to provide Vortex splash pad features and installation for \$545,000.00; and

WHEREAS, the City of California City intends to enter into an agreement with RJR Water Features, Inc. for equipment acquisition and installation for the Commercial Recirculating Splash Pad Project.

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.

SECTION 2: The City Council hereby awards the Commercial Recirculating Splash Pad Project to RJR Water Features, Inc for equipment acquisition and installation, in the amount of \$545,000.00

SECTION 3: The City Council authorizes the City Manager to execute the RJR Water Features, Inc proposal, substantially in the form attached as Exhibit “A,” and to take all further actions necessary to implement this resolution.

SECTION 4: The City Clerk shall certify to the passage and adoption of this Resolution.

SECTION 5: This Resolution becomes effective immediately upon approval by the City Council.

PASSED, APPROVED, AND ADOPTED on this 11th day of August 2026, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Marquette E. Hawkins
Mayor

ATTEST:

APPROVED AS TO FORM:

John Paul Maier, MBA, MMC
City Clerk

Victor M. Ponto
City Attorney

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

I, John Paul Maier, 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 _____ day of _____ 2026, by the following vote:

John Paul Maier, MBA, MMC
City Clerk

EXHIBIT “A”

[Attached]



August 5, 2026

To: Joe Barragan - Public Works Director
City of California City
cc: BHT Engineering, Inc. City Engineer

**RE: Cal City Splash Pad – City of California City
Splash Pad Construction Proposal**

Dear Ramon,

RJR Water Features is pleased to provide this proposal for the above-referenced project. This proposal is based on the input of Everette Lathan and the plans sent to us dated 4-2-2026. We are proposing to furnish and install the splash pad equipment and associated plumbing. Scope of work below. This proposal assumes that there is a permitted Health Department approved set of plans and that the concrete splash pad deck will be poured by others.

SCOPE OF WORK

1. Scope of work includes prevailing wage rates.
2. Provide material submittals for approval.
3. Job site mobilization.
4. Furnish and install Vortex 4,000 gallon below grade holding tank. Includes excavation and backfill.
5. Furnish and install schedule 80 PVC plumbing from mechanical room to holding tank and to splash pad for all pressurized lines. Furnish and install schedule 40 PVC plumbing for all non-pressurized lines.
6. Furnish and install Vortex splash pad mechanical equipment skid in mechanical room by others. Sewer tie in of backwash line by others.
7. Furnish and install Vortex chemical reservoirs in mechanical room by others.
8. Furnish and install Vortex Manifold Module in mechanical room by others.
9. Furnish and install Vortex LumiFlow Power Pack Cabinet. Power to control panels be brought by others.
10. Furnish and install Vortex debris trap.
11. Furnish and install Vortex Play Safe splash pad drain. Drain elevation will be set with splash pad deck elevations. Includes below pad concrete footing to set drain in place.
12. Furnish and install Vortex splash pad toys including:
 - a. One (1) Rainbow No. 2
 - b. One (1) Spraylink tunnel No. 2
 - c. Two (2) Spray Cannons
 - d. One (1) Bucket Trio
 - e. One (1) Silhouette No. 5
 - f. Two (2) Coco Palms

13. Receive and install Vortex activator No. 5. Including electrical conduit and anchoring.
14. Furnish and install filter media and chemicals for start-up and training.
15. Provide start up, adjustments and training.
16. Furnish electronic Operation and Maintenance manual and record drawings.

TOTAL

\$545,000.00

PROJECT SPECIFIC EXCLUSIONS:

1. Main power feed to Power Pack cabinet by others to be landed in control panel. All electrical from control panel to equipment are included in our proposal.
2. Water source from dedicated backflow preventer to water containment system by others.
3. Filter backwash line connection to sewer by others. We will coordinate in field direction of stub outs to be picked up by others.
4. Water Containment drain to sanitary sewer by others. We will coordinate in the field direction of stub out to be picked up and run by others.
5. Debris trap drain line to storm by others. We will coordinate direction of stub out to be picked up and run by others.
6. Splash pad concrete by others. RJR to coordinate elevation of drain and toys to meet splash pad drainage requirements.
7. Engineered, permitted plans.

TERMS, CONDITIONS and GENERAL EXCLUSIONS:

1. RJR Water Features will warranty new products against material deficiencies and workmanship. Equipment must be used as intended under normal operating conditions for 1 year from the date installed. The owner or contractor must notify RJR in writing of the warranty issue within 3 days of failure. All equipment warranties will be sent to the original manufacturer for repair or replacement.
2. The Owner or General Contractor is responsible for permit fees, plan check fees and any other fees associated with public agencies unless otherwise stated in the proposal above. RJR can handle these fees as a reimbursable cost.
3. Plan changes and re-design changes established after the contract will incur a change order. All change order request must be in writing and approved by both parties.
4. All job schedules must be agreed upon by both parties.
5. Proposal is based on normal working hours. Night work and weekend work is extra.
6. This proposal is bid with prevailing wage rates, RJR is non-union.
7. Overdue payments by general contractor/owner will incur fair market interest, contract can be terminated at any time for nonpayment.
8. Dust control, fencing, permit costs, surveying, cost of inspections and swpps are excluded unless noted above.
9. Bonds of any kind are excluded unless noted above.
10. Shoring, dewatering, blasting of any kind is excluded.
11. Traffic control should this be necessary is not included.
12. Any excess soil haul off by others.
13. Liquidated damages are excluded unless noted above.
14. Site water and electrical to be provided by general contractor/owner.
15. Mockups are excluded unless noted above.
16. Any work not specifically included herein is excluded.

PAYMENT TO BE AS FOLLOWS:

A mobilization deposit of 10% is due upon acceptance. 95% of materials and services furnished or completed monthly invoice dates. The remaining 5% retention will be due within 30 days after completion of our work or completion of each construction phase if applicable. 1-1/4% per month (15% annual) interest, or the maximum interest allowed by law, whichever is least, will be charged and added to overdue accounts.

Prices remain effective until proposal withdrawn. This proposal shall be automatically withdrawn if not accepted within 30 days and is based on a mutually agreed upon schedule.

WE PROPOSE hereby to furnish materials, equipment, labor, and supervision complete in accordance with the above specifications, for the sum of:

Base Bid

Five hundred forty-five thousand DOLLARS & 00/100 ----- \$545,000.00

RJR Water Features appreciates the opportunity to be a part of the project team. Please let us know if you have any comments or questions.

Signature: _____ Date: _____
Rob Regan, President
RJR Water Features

Authorization

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____ Date: _____
City of California City



COUNCIL AGENDA ITEM

August 11, 2026

TO: Mayor and City Council

FROM: Joe Barragan, Public Works Director

SUBJECT: Streets Crack Seal Project Timeline Update

BACKGROUND/ DISCUSSION:

At the July 14, 2026, City Council meeting there was a request that the schedule for roadway crack seal activities underway be provided on the July 28, 2026, City Council agenda. The information was provided as requested and the City Council requested additional detail on the start and end dates for the various road segments. The following addresses the request.

The new Crack Seal trailer for City Roads, approved by the City Council, has arrived. City staff were trained in its use and maintenance. The street crew will work on sealing cracks in the roads every Tuesday from 6 am to 11 am. Two roads have already started. The number of days to complete the first two road segments is based upon the size of the roadway, the materials needed, and the available days for the crews performing the work. The attached schedule of repairs includes this information for the first two road segments underway. Under this scheduling the crack seal activities on Neuralia and CCB as defined will carry through 2026 and into 2027. The City anticipates funding for additional resources to add hours and days to the project in the fall of 2026.

Below is a list of roads that the City plans to crack seal:

- Neuralia Road – From Moss Avenue to Washburn
- California City Boulevard (CCB) – From the 14 FWY (CCB West) to Tamarack Avenue (CCB South)
- Redwood Boulevard – From Neuralia Road to CCB South
- Hacienda Boulevard – From Forest to Mendiburu Road
- South Loop Boulevard – From CCB West to CCB South
- North Loop Boulevard – From CCB West to Randsburg Mojave Road
- Randsburg Mojave Road – From CCB South to 20 Mule Team Parkway
- 20 Mule Team Parkway – From Randsburg Mojave Road to Rutgers Road
- Forest Boulevard – From Neuralia Road to Hacienda Boulevard
- Great Circle Drive – From Isabella Boulevard to South Loop Boulevard
- Airway – From Forest Boulevard to South Loop Boulevard
- Poppy Boulevard – From Mitchell Boulevard to North Loop Boulevard
- Mendiburu Road – From Neuralia Road to Randsburg Mojave Road

FISCAL IMPACT:

None with this action. The supplies needed for the activities are funded in the existing budget.

RECOMMENDATION:

It is recommended that the City Council receive the report and provide any needed direction.

ATTACHMENTS:

1 – Crack Seal Schedule By Roadway

Schedule to Crack Seal Roads in Town										
Start Date	End Date	Road	From	To	Length (feet)	Width (feet)	Total (SF)	#of Boxes Needed	Cost per Box	Total Cost of Material per Street
5/11/2027	5/2/2028	Neuralia Road	Moss	Poppy	11,557	60	693,420	942.15	\$ 20	\$18,842.93
		Neuralia Road	Poppy	Washburn	18,668	25	466,700	634.10	\$ 20	\$12,682.07
		CCB West	14 FWY	Baron Boulevard	20,500	25	512,500	696.33	\$ 20	\$13,926.63
		CCB West	Baron Boulevard	Randsburg Mojave Road	24,160	60	1,449,600	1,969.57	\$ 20	\$39,391.30
		CCB South	Randsburg Mojave Road	Hanover Drive	4,700	50	235,000	319.29	\$ 20	\$ 6,385.87
		CCB South	Randsburg Mojave Road	Tamarack Avenue	2,175	25	54,375	73.88	\$ 20	\$ 1,477.58
10/20/2026	2/16/2027	Redwood Boulevard (North Side)	Neuralia Road	98th Street	9,766	25	244,150	331.73	\$ 20	\$ 6,634.51
7/28/2026	10/13/2026	Redwood Boulevard (South Side)	Neuralia Road	98th Street	9,766	25	244,150	122.08	\$ 20	\$ 2,441.50
2/23/2027	5/4/2027	Redwood Boulevard (North)	98th Street	CCB South	5,900	25	147,500	200.41	\$ 20	\$ 4,008.15
		Hacienda Boulevard	Forest Boulevard	Mendiburu Road			-	-	\$ 20	\$ -
		South Loop Boulevard	CCB West	CCB South			-	-	\$ 20	\$ -
		North Loop Boulevard	CCB West	Randsburg Mojave Road			-	-	\$ 20	\$ -
		Randsburg Mojave Road	CCB South	20 Mule Team Parkway			-	-	\$ 20	\$ -
		20 Mule Team Parkway	Randsburg Mojave Road	Rutgers Road			-	-	\$ 20	\$ -
		Forest Boulevard	Neuralia Road	Hacienda Boulevard			-	-	\$ 20	\$ -
		Great Circle Drive	Isabella Boulevard	South Loop Boulevard			-	-	\$ 20	\$ -
		Airway	Forest Boulevard	South Loop Boulevard			-	-	\$ 20	\$ -
		Poppy Boulevard	Mitchell Boulevard	North Loop Boulevard			-	-	\$ 20	\$ -
		Mendiburu Road	Neuralia Road	Randsburg Mojave Road			-	-	\$ 20	\$ -

SF per Day	Days to Complete
13250	52
13250	35
13250	39
13250	109
13250	18
13250	4
13250	18
20000	12
13250	11
13250	-
13250	-
13250	-
13250	-
13250	-
13250	-
13250	-
13250	-
13250	-
13250	-



COUNCIL AGENDA ITEM

August 11, 2026

TO: Mayor and City Council

FROM: Sean Grayson, City Manager

SUBJECT: Call for a Meeting of the SDI Advisory Committee to Address the Requirements of the Municipal Code and the Needs of the Committee

BACKGROUND/ DISCUSSION:

At the August 4, 2026, Special City Council meeting, the City Council provided direction that an item come to the City Council on August 11, 2026 to call for a meeting of the SDI Advisory Committee. The request also included a number of potential agenda items including meeting requirements of the Municipal Code, reviewing lot owner submissions for funding, convening of the Investment Review Committee and other items that the committee members may wish to place on the agenda.

One way to accomplish calling for the meeting would be for the City Council to select date ranges in which the meeting should occur and direct that a date within the range that works for the committee members be found. Staff requests that the City Council provide any specific agenda items needed and request that the committee members provide the same so that staff can prepare needed staff reports and information for the meeting.

FISCAL IMPACT:

None with this action.

RECOMMENDATION:

It is recommended that the City Council call for a meeting of the SDI Committee.

ATTACHMENTS:

Quarterly SDI Fund Investment Reports for Fiscal Year 2026/27



SUCCESSOR AGENCY AGENDA ITEM

August 11, 2026

TO: Members of the Successor Agency Board (City Council)

FROM: Sean Grayson, City Manager

SUBJECT: 1) Authorize the City Manager to Execute the Grant Deed for Assessor's Parcel No. 205-330-04-00-1 Located at 20890 Hacienda Blvd, California City, CA 93505 Transferring it to Kern County; and 2) Direct that \$63,492.06 be Budgeted as Funds Restricted for Future Distribution in the Fiscal Year 2026/27 Final Budget

BACKGROUND/ DISCUSSION:

On May 26, 2026 the Successor Agency Board adopted Successor Agency Resolution 26-3226 Declaring Certain Property Owned by the Successor Agency to be Exempt Surplus Land Pursuant to the Surplus Land Act Because it is not Necessary for the Successor Agency's Agency Use and the Successor Agency Desires to Transfer Such Property to the County of Kern as a Local Agency to Agency Transfer Pursuant to Government Code Section 54221(f)(1)(D) and Section 103(c)(5) of the California Department of Housing and Community Development's Updated Surplus Land Act Guidelines; Finding that Such Declaration is Exempt from Environmental Review under California Environmental Quality Act. The resolution was transmitted to the California Department of Housing and Community Development (HCD) and did not receive a challenge to the filed exemption.

The City Council of the City of California City serves as the governing board of the Successor Agency to the City of California City Redevelopment Agency. The Successor Agency owns a property with Assessor's Parcel No. 205-330-04-00-1 and located at 20890 Hacienda Blvd, California City, CA 93505 ("Property"). The Property was utilized by the City of California City as a fire station for its Fire Department. However, the City has transitioned the Fire Department into the Kern County Fire Department so that fire protection services for the City will be provided by the Kern County Fire Department. As part of the transition the City agreed to transfer assets, including the parcel and fire station to Kern County.

The final step in the transfer of the property to Kern County as required under the Fire Services Contract with Kern County is to execute the grant deed. This action would authorize the City Manager to execute the grant deed for the property transferring it to Kern County.

This item was deferred for approval on April 14, 2026, and April 28, 2026, by the City Council, who directed that the topic be discussed with the SDI Committee along with other considerations.

Separate initial meetings with the individual SDI Committee members have been conducted. The Committee has not met to make a formal recommendation on the topic.

As requested by the City Council, the City has determined that the current value of the parcel to be transferred is \$63,492.06. This action requests that the City Council direct that amount be budgeted as funds restricted for future distribution in the pending fiscal year 2026/27 final budget as directed by the City Council upon recommendation of the SDI Committee.

FISCAL IMPACT:

None with this action. The \$63,492.06 will be appropriated in the fiscal year 2026/27 final budget. The value of the fire station and property was integrated in the fire services contract with Kern County, resulting in reduced costs to the City during the initial years of the agreement.

RECOMMENDATION:

Staff recommends that the City Council, acting as the Successor Agency Board, authorize the City Manager to execute the grant deed for the specified property transferring it to Kern County and that the City Council direct \$63,492.06 be defined in the final budget for future distribution.

ATTACHMENTS:

1. Resolution 26-3226
2. Grant Deed

RESOLUTION NO. 3226

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE CALIFORNIA CITY REDEVELOPMENT AGENCY DECLARING CERTAIN PROPERTY OWNED BY THE SUCCESSOR AGENCY TO BE EXEMPT SURPLUS LAND PURSUANT TO THE SURPLUS LAND ACT BECAUSE IT IS NOT NECESSARY FOR THE SUCCESSOR AGENCY'S AGENCY USE AND THE SUCCESSOR AGENCY DESIRES TO TRANSFER SUCH PROPERTY TO THE COUNTY OF KERN AS A LOCAL AGENCY TO AGENCY TRANSFER PURSUANT TO GOVERNMENT CODE SECTION 54221(F)(1)(D) AND SECTION 103(C)(5) OF THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT'S UPDATED SURPLUS LAND ACT GUIDELINES; FINDING THAT SUCH DECLARATION IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER CALIFORNIA ENVIRONMENTAL QUALITY ACT; AND TAKING RELATED ACTIONS

WHEREAS, the City Council of the City of California City serves as the governing board of the Successor Agency to the City of California City Redevelopment Agency ("**Agency**"); and

WHEREAS, the Agency owns that certain property with Assessor's Parcel No. 205-330-04-00-1 and located at 20890 Hacienda Blvd, California City, CA 93505, as described further in Exhibit A and depicted in Exhibit B, which are attached hereto and incorporated herein by this reference ("**Property**"); and

WHEREAS, under the Surplus Land Act, Government Code Sections 54220-54233 ("**Act**"), surplus land is land owned by the Agency for which the Agency Board takes formal action in a regular public meeting declaring the land is surplus and not necessary for the Agency's use; and

WHEREAS, the Act provides that such land shall be declared either surplus land or exempt surplus land before the Agency may take action to dispose of it consistent with the Agency's policies or procedures; and

WHEREAS, pursuant to the Act, land is necessary for the Agency's "agency use" if the land is being used, or is planned to be used pursuant to a written plan adopted by the Agency Board, for Agency work or operations; and

WHEREAS, under the Act, land is exempt surplus property if it is surplus land that is to be transferred pursuant to Government Code Section 54221(f)(1)(D) and Section 103(c)(5) of the California Department of Housing and Community Development's Updated Surplus Land Act Guidelines ("**SLA Guidelines**"); and

WHEREAS, Section 104(a) of the SLA Guidelines further provide that "agency's use" includes, but is not limited to, "land that is being used for agency work or operations, land that a local agency plans to use for agency work or operations

pursuant to a written plan adopted by the local agency's governing board, or land that is disposed of for agency work or operations"; and

WHEREAS, the Property is designated as governmental use and was previously used as a fire station for the City of California City's Fire Department; and

WHEREAS, the City of California City has transitioned its Fire Department to the County of Kern such that the County of Kern will provide fire protection services to the City and the County of Kern desires to continue using the Property as a fire station; and

WHEREAS, based upon the forgoing, the Property is no longer necessary for the Agency's agency use; and

WHEREAS, the Agency desires to transfer the Property to the County of Kern pursuant to Government Code Section 54221(f)(1)(D) and Section 103(c)(5) of the SLA Guidelines such that the County of Kern may continue utilizing the Property as a fire station; and

WHEREAS, because the County of Kern will be providing fire protection services to the City, County of Kern desires to accept the Property for the purposes of a fire station; and

WHEREAS, in declaring the Property as exempt surplus land as described above, the Agency considered all oral and written testimony presented at the May 26, 2026, Agency meeting, including, but not limited to, oral and written staff reports and oral and written testimony from members of the public.

NOW THEREFORE, THE SUCCESSOR AGENCY TO THE CALIFORNIA CITY REDEVELOPMENT AGENCY DOES HEREBY FINDS, DETERMINES, RESOLVES, AND ORDER AS FOLLOWS:

SECTION 1. The recitals set forth above are true and correct, and incorporated herein by this reference.

SECTION 2. Designation of the Property as exempt surplus does not have the potential for creating a significant effect on the environment and is therefore exempt from further review under the California Environmental Quality Act ("**CEQA**") pursuant to State CEQA Guidelines Section 15060(c)(3) because it is not a project as defined by the CEQA Guidelines Section 15378. Adoption of the Resolution does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. If and when the Property is sold to a purchaser, and that purchaser proposes a use for the Property that requires a discretionary permit and CEQA review, that future use and project will be analyzed at the appropriate time in accordance with CEQA.

SECTION 3. The City Council makes the following findings:

(a) None of the characteristics listed under Government Code Section

54221(f)(2), apply to the Property. The Property is not:

- (i) Within a coastal zone.
- (ii) Adjacent to a historical unit of the State Parks System.
- (iii) Listed on, or determined by the State Office of Historic Preservation to be eligible for, the National Register of Historic Places.
- (iv) Within the Lake Tahoe region as defined in Government Code Section 66905.5.

(b) The Property is no longer necessary for the Agency's use within the meaning of the term "agency's use" as defined by the Act.

(c) The Agency desires to transfer the Property to the County of Kern and the County of Kern desires to accept the Property for the County of Kern's agency use of a fire station because the County of Kern is or will be providing fire protection services to the City of California City.

SECTION 4. Based upon the forgoing, the Agency hereby declares that the Property, as described and depicted in Exhibits A and B, is exempt surplus land for the purposes of the Act, because the Property is no longer necessary for the Agency's "agency's use" as defined by the Act and the Agency desires to transfer the Property to Kern County for its "agency's use" of a fire station pursuant to and in compliance with Government Code Section 54221(f)(1)(D) and Section 103(c)(5) of SLA Guidelines.

SECTION 5. The City Manager, acting as the Agency's Executive Director, and his or her designee, is hereby authorized to do all things which they may deem necessary or proper to effectuate the purposes of this Resolution in a manner consistent with the Act, and any such actions previously taken are hereby ratified and confirmed.

SECTION 6. The Agency Secretary shall certify the adoption of this Resolution and enter it into the Book of Resolutions.

PASSED AND ADOPTED this 26th day of May, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Marquette E. Hawkins
Chair

ATTEST:

John Paul Maier, MBA, MMC
Successor Agency Secretary

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CALIFORNIA CITY, COUNTY OF KERN, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT 6 OF TRACT 5634 IN THE CITY OF CALIFORNIA CITY, COUNTY OF KERN, STATE OF CALIFORNIA, AS PER MAP RECORDED JUNE 25, 1993 IN BOOK 40, PAGES 128 AND 129 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM AN UNDIVIDED 1/2 OF ALL OIL, GAS AND OTHER MINERALS CONTAINED WITHIN SAID PROPERTY, WHETHER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED, AS RESERVED BY M & R SHEEP COMPANY, A CO PARTNERSHIP COMPOSED OF G. MENDIBURU AND OSCAR RUDNICK, IN DEED RECORDED DECEMBER 27, 1956 IN BOOK 2707, PAGE 540 OF OFFICIAL RECORDS, WHICH DEED PROVIDES AS FOLLOWS:

"TOGETHER WITH THE RIGHT TO PRODUCE, MINE, EXTRACT AND REMOVE OIL, GAS AND OTHER MINERALS UPON, FROM AND THROUGH SAID PROPERTY, BUT UNLESS FREMONT VALLEY LAND, INC., A CORPORATION, ITS SUCCESSORS AND ASSIGNS, SHALL GIVE WRITTEN CONSENT TO THE DRILLING OF WELLS UPON THE SURFACE OF SAID LAND, ALL OF THE FOREGOING RIGHTS SHALL BE EXERCISED ONLY BY THE DRILLING OF WELLS OR CONDUCTING OPERATIONS IN, TO AND THROUGH SAID PROPERTY AT DEPTHS BELOW 500 FEET FROM THE SURFACE AND FROM LOCATIONS ON ADJACENT OR NEIGHBORING LANDS, AND IN SUCH MANNER AS TO NOT DISTURB THE SURFACE OF THE FIRST 500 FEET OF THE SUBSURFACE OF SAID PROPERTY OR ANY OF THE IMPROVEMENTS LOCATED ON THE SURFACE THEREOF."

ALSO EXCEPTING THEREFROM AN UNDIVIDED 1/2 OF ALL OIL, GAS AND OTHER MINERALS CONTAINED WITHIN SAID PROPERTY, WHETHER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED, TOGETHER WITH THE RIGHT TO PRODUCE, MINE, EXTRACT AND REMOVE OIL, GAS AND OTHER MINERALS UPON, FROM AND THROUGH SAID PROPERTY, AS EXCEPTED AND RESERVED IN THE DEED FROM PAUL S. THOMAS AND ESTHER MAY THOMAS, HUSBAND AND WIFE; HAROLD E. THOMAS AND BLANCHE EVELYN THOMAS, HUSBAND AND WIFE; AND LOIS M. RALLS, A MARRIED WOMAN, RECORDED MARCH 25, 1957 IN BOOK 2753, PAGE 33 OF OFFICIAL RECORDS, WHICH DEED PROVIDES THAT UNLESS GRANTEE, ITS SUCCESSORS AND ASSIGNS, SHALL GIVE WRITTEN CONSENT TO THE DRILLING OF WELLS UPON THE SURFACE OF SAID LAND, ALL OF THE FOREGOING RIGHTS SHALL BE EXERCISED ONLY BY THE DRILLING OF WELLS OR CONDUCTING OPERATIONS INTO AND THROUGH SAID PROPERTY AT DEPTHS BELOW 500 FEET FROM LOCATIONS ON ADJACENT OR

NEIGHBORING LANDS, IN SUCH MANNER AS NOT TO DISTURB THE SURFACE (OR THE FIRST 500 FEET OF THE SUB-SURFACE) OF SAID PROPERTY OR ANY IMPROVEMENTS LOCATED UPON THE SURFACE THEREOF.

ALSO EXCEPTING THEREFROM 1/4 OF ALL OIL, GAS AND OTHER MINERALS BUT WITHOUT THE RIGHT TO ENTER ANY PORTIONS OF SAID LAND LYING ABOVE A DEPTH OF 500 FEET BELOW THE SURFACE THEREOF, IN AND UNDER SAID LAND, AS GRANTED TO CALIFORNIA CITY DEVELOPMENT COMPANY, A CALIFORNIA CORPORATION, TRUSTEE, IN DEED RECORDED AUGUST 26, 1959 IN BOOK 3183, PAGE 296 OF OFFICIAL RECORDS.

Tax Account No(s): 205-330-04-00-1

EXHIBIT B

PROPERTY DEPICTION

RECORDING REQUESTED BY AND FOR:

County of Kern
Property Management
1115 Truxtun Avenue, 3rd Floor
Bakersfield, CA 93301

No recording fee required: exempt pursuant to
Government Code Section 27383.

Government agency acquiring title - exempt from Documentary
Transfer Tax per R&T Code 11922.

GC 27388.1(a)(l): Recorded document is expressly
exempted from payment of recording fees (FBO govt. agency).

The undersigned Grantor(s) declare(s) that the DOCUMENTARY
TRANSFER TAX IS: \$ 0 County \$ City
 Computed on the consideration or value of property conveyed;
 Computed on the consideration or value less encumbrance
remaining at time of sale.
X Grantee is Exempt Gov't Agency (Gov't Code Sec. 27383)

Space above line for Recorder's Use

APNs: 205-330-04

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **CITY OF CALIFORNIA CITY AS THE SUCCESSOR TO THE DISSOLVED REDEVELOPMENT AGENCY OF THE CITY OF CALIFORNIA CITY**, a body corporate and politic ("**Grantor**"), hereby grants to the **COUNTY OF KERN**, a political subdivision of the State of California ("**Grantee**"), the property located in the County of Kern, State of California, legally described on the attached Exhibit "A".

Dated: _____, 2026

COUNTY OF KERN

By _____
Sean Grayson
City Manager

EXHIBIT "A"
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CALIFORNIA CITY, COUNTY OF KERN, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT 6 OF TRACT 5634 IN THE CITY OF CALIFORNIA CITY, COUNTY OF KERN, STATE OF CALIFORNIA, AS PER MAP RECORDED JUNE 25, 1993 IN BOOK 40, PAGES 128 AND 129 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM AN UNDIVIDED 1/2 OF ALL OIL, GAS AND OTHER MINERALS CONTAINED WITHIN SAID PROPERTY, WHETHER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED, AS RESERVED BY M & R SHEEP COMPANY, A CO PARTNERSHIP COMPOSED OF G. MENDIBURU AND OSCAR RUDNICK, IN DEED RECORDED DECEMBER 27, 1956 IN BOOK 2707, PAGE 540 OF OFFICIAL RECORDS, WHICH DEED PROVIDES AS FOLLOWS:

"TOGETHER WITH THE RIGHT TO PRODUCE, MINE, EXTRACT AND REMOVE OIL, GAS AND OTHER MINERALS UPON, FROM AND THROUGH SAID PROPERTY, BUT UNLESS FREMONT VALLEY LAND, INC., A CORPORATION, ITS SUCCESSORS AND ASSIGNS, SHALL GIVE WRITTEN CONSENT TO THE DRILLING OF WELLS UPON THE SURFACE OF SAID LAND, ALL OF THE FOREGOING RIGHTS SHALL BE EXERCISED ONLY BY THE DRILLING OF WELLS OR CONDUCTING OPERATIONS IN, TO AND THROUGH SAID PROPERTY AT DEPTHS BELOW 500 FEET FROM THE SURFACE AND FROM LOCATIONS ON ADJACENT OR NEIGHBORING LANDS, AND IN SUCH MANNER AS TO NOT DISTURB THE SURFACE OF THE FIRST 500 FEET OF THE SUBSURFACE OF SAID PROPERTY OR ANY OF THE IMPROVEMENTS LOCATED ON THE SURFACE THEREOF."

ALSO EXCEPTING THEREFROM AN UNDIVIDED 1/2 OF ALL OIL, GAS AND OTHER MINERALS CONTAINED WITHIN SAID PROPERTY, WHETHER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED, TOGETHER WITH THE RIGHT TO PRODUCE, MINE, EXTRACT AND REMOVE OIL, GAS AND OTHER MINERALS UPON, FROM AND THROUGH SAID PROPERTY, AS EXCEPTED AND RESERVED IN THE DEED FROM PAUL S. THOMAS AND ESTHER MAY THOMAS, HUSBAND AND WIFE; HAROLD E. THOMAS AND BLANCHE EVELYN THOMAS, HUSBAND AND WIFE; AND LOIS M. RALLS, A MARRIED WOMAN, RECORDED MARCH 25, 1957 IN BOOK 2753, PAGE 33 OF OFFICIAL RECORDS, WHICH DEED PROVIDES THAT UNLESS GRANTEE, ITS SUCCESSORS AND ASSIGNS, SHALL GIVE WRITTEN CONSENT TO THE DRILLING OF WELLS UPON THE SURFACE OF SAID LAND, ALL OF THE FOREGOING RIGHTS SHALL BE EXERCISED ONLY BY THE DRILLING OF WELLS OR CONDUCTING OPERATIONS INTO AND THROUGH SAID PROPERTY AT DEPTHS BELOW 500 FEET FROM LOCATIONS ON ADJACENT OR NEIGHBORING LANDS, IN SUCH MANNER AS NOT TO DISTURB THE SURFACE (OR THE FIRST 500 FEET OF THE SUB-SURFACE) OF

SAID PROPERTY OR ANY IMPROVEMENTS LOCATED UPON THE SURFACE THEREOF.

ALSO EXCEPTING THEREFROM 1/4 OF ALL OIL, GAS AND OTHER MINERALS BUT WITHOUT THE RIGHT TO ENTER ANY PORTIONS OF SAID LAND LYING ABOVE A DEPTH OF 500 FEET BELOW THE SURFACE THEREOF, IN AND UNDER SAID LAND, AS GRANTED TO CALIFORNIA CITY DEVELOPMENT COMPANY, A CALIFORNIA CORPORATION, TRUSTEE, IN DEED RECORDED AUGUST 26, 1959 IN BOOK 3183, PAGE 296 OF OFFICIAL RECORDS.



COUNCIL AGENDA ITEM

August 11, 2026

TO: Honorable Mayor and City Council

FROM: John Paul Maier, MBA, MMC, Deputy City Manager / City Clerk

SUBJECT: Bob Parker Scout Lodge Fire – Status Update and Next Steps for Assessment, Demolition, and Rebuilding

BACKGROUND/ DISCUSSION:

On July 17, 2026, the Bob Parker Scout Lodge sustained catastrophic fire damage as the result of a reported intentionally set fire. The structure was determined to be a total loss.

California City Police Department investigated the incident and identified three juvenile suspects believed to be responsible for the arson. Immediately following the incident, City staff secured the site to protect public safety, restricted public access by relocking the fenced perimeter, and initiated the City's property insurance claim.

Following the fire, staff initiated the necessary steps to evaluate the condition of the structure and determine the appropriate path toward demolition and eventual replacement or redevelopment of the site. To date, the following activities have occurred or are underway:

1. Insurance Investigation and Damage Assessment

The City's property insurance carrier, Alliant, has initiated the claims process and completed the initial stages of its investigation. This process includes documentation of the fire damage, confirmation of the extent of the loss, and evaluation of the City's insurance claim. A second inspection and assessment has also been conducted by Alliant to further evaluate the structural condition of the building, verify the scope of damage, and support the final claim determination. These assessments are necessary before demolition activities may proceed.

2. Asbestos-Containing Material (ACM) Testing

The City has completed an inspection and sampling of the structure for asbestos-containing materials (ACM). The results of this testing will determine whether asbestos abatement activities are required before demolition can begin.

3. Final Structural Review and Demolition Readiness Assessment

Upon completion of the insurance evaluations and environmental testing, staff will coordinate a final review of the property to confirm that all regulatory, insurance, and safety requirements have been satisfied.

This final assessment will include confirmation of:

- Completion of all insurance documentation;

- Receipt of ACM testing results and completion of any required abatement;
- Verification that demolition permits may be issued;
- Confirmation that the site is ready for demolition.

Following completion of these steps, staff will return to the City Council, if necessary, with any required authorizations related to demolition, contract awards, budget adjustments, or future site planning.

NEXT STEPS

The remaining project milestones include:

1. Asbestos-Containing Material (ACM) Testing and Final Assessment
2. Demolition of the damaged structure.
3. Site stabilization and preparation for future Council direction regarding replacement and redevelopment of the property.

Staff will continue coordinating with Alliant and other project stakeholders throughout this process and will provide updates to the City Council as significant milestones are achieved. As a more concise timeline and additional information on total insurance coverage become available, staff will work with the City Council and the community to garner volunteer public support for the rebuilding of the lodge in the spirit of its original construction.

FISCAL IMPACT:

None with this action. Future contract awards and expenses will be separately presented to the City Council.

RECOMMENDATION:

It is respectfully recommended that the City Council receive and file the update and provide any needed direction.



COUNCIL AGENDA ITEM

August 11, 2026

TO: Mayor and City Council

FROM: Victor Ponto, City Attorney

SUBJECT: Consideration of Professional Services Agreement with Bob Murray & Associates for the Executive Recruitment of a City Manager in an Amount Not to Exceed \$33,000

BACKGROUND/ DISCUSSION:

The current City Manager's last day with the City is scheduled for August 31, 2026. While the City has a temporary plan to fill the City Manager position, the need to find a permanent City Manager is the paramount objective of the City Council. Based on that need, Staff has sought the services of Bob Murray & Associates to assist with the executive recruitment efforts.

As the premier public sector executive search firm specializing in positions that report directly to elected boards/councils, Bob Murray & Associates understand the unique dynamics, high expectations, and political acumen required of leaders in these critical roles. Based on past performance with municipal agencies, the City should expect that they will ensure the candidates they present to City of California City are well-aligned with its organization's goals, values, and culture.

Bob Murray & Associates are prepared to start work on the recruitment project upon receipt of a signed professional services agreement or other written, authorized notification. A full search can be completed in 13-16 weeks from the date of initial meetings with the City. A detailed timeline with performance milestones is detailed in the attached proposal identified as Exhibit A to the draft professional services agreement.

ALTERNATIVE ACTIONS:

The City Council could choose to do an in-house recruitment for the position or market test other consultants to see if another firm would be a better fit for the recruitment efforts. Staff, however, recommend that the City Council approve the agreement with Bob Murray & Associates based on their proven placement record of qualified professionals and the unique time demands of the City.

FISCAL IMPACT:

Should the City Council authorize the Mayor to execute the professional services agreement between Bob Muarray & Associates and the City, the fiscal impact will be \$33,000.00. The money

for this agreement will come from City Manager budget in the Preliminary Budget for Fiscal Year 2026/27 and will be reconciled with adoption of the Final Budget.

RECOMMENDATION:

Staff recommend the City Council authorize the Mayor to execute a professional services agreement with Bob Murray & Associates for the executive recruitment of a City Manager.

ATTACHMENTS:

Draft Professional Services Agreement & Proposal

CITY OF CALIFORNIA CITY

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

1. PARTIES AND DATE.

This Professional Services Agreement ("Agreement") is made and entered into this _____ day of August, 2026, by and between the City of California City, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 21000 Hacienda Blvd., California City, CA 93505 ("City") and Bob Murray & Associates, with its principal place of business at 1544 Eureka Road, Suite 180, Roseville, California 95661 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional executive recruitment consulting services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional executive recruitment consulting services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional executive recruitment consulting services for the full-time city manager recruitment project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Time of Performance.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional executive recruitment consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Time of Performance. Consultant shall perform its services in a prompt and timely manner and shall commence performance immediately following execution of this Agreement by the Parties. Consultant shall complete the services required hereunder on or before the timeframe provided in **Exhibit A**.

3.2 Responsibilities of Consultant.

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

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

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

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

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

shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

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

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

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

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

3.2.10 Insurance.

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

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

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

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

(C) Workers' Compensation/Employer's Liability: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease. If Consultant has no employees or agents, Consultant shall not be required to maintain Workers' Compensation Insurance. However, in the event that Consultant hires employees or agents during the term of this Agreement, Consultant shall obtain and maintain Workers' Compensation/Employer's Liability Insurance in accordance with this section.

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

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

(A) Commercial General Liability:

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

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

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

(B) Automobile Liability:

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

(C) Workers' Compensation:

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

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

[OPTIONAL: include the following provision if services are with a professional where Errors & Omissions Coverage is required/ needed; otherwise, always delete.]

(D) Professional Liability (Errors & Omissions):

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. The total compensation shall not exceed **THIRTY-THREE THOUSAND DOLLARS (\$33,000.00)** without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

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

3.4 California Labor Code Provisions.

3.4.1 Prevailing Wage Law. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall obtain a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, Consultant may view a copy of the prevailing rates of per diem wages at the City. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

3.5 Accounting Records.

3.5.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other

documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.6 General Provisions.

3.6.1 Termination of Agreement.

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

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

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

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

Consultant:	Bob Murray & Associates 1544 Eureka Road, Suite 180 Roseville, California 95661 ATTN: Valerie Phillips
City:	City of California City 21000 Hacienda Blvd. California City, California 93505 ATTN: Victor Ponto

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

3.6.2 Ownership of Materials and Confidentiality.

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

3.6.2.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

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

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

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

3.6.5 Indemnification.

3.6.5.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by the City), indemnify and hold the City, its officials, officers, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents or volunteers.

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

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

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

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

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

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

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

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

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

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

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

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

3.6.17 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term

of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

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

3.7 Subcontracting.

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

[SIGNATURE PAGE TO FOLLOW]

CITY OF CALIFORNIA CITY

BOB MURRAY & ASSOCIATES

By: _____
Marquette Hawkins
Mayor

By: _____
Valerie Phillips, President

ATTEST:

By: _____
Gary Phillips, Chief Financial Officer

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Victor Ponto
City Attorney

EXHIBIT "A"
PROPOSAL/SCOPE OF SERVICE



**BOB MURRAY
& ASSOCIATES**

Experts In Executive Search

A Proposal to Conduct an Executive Recruitment
for the Position of
CITY MANAGER
on behalf of the



1544 Eureka Road, Suite 180
Roseville, CA 95661
(916) 784-9080
(916) 784-1985 fax

July 24, 2026

Mayor Marquette Hawkins and Members of the City Council
City of California City
21000 Hacienda Blvd.
California City, CA 95963

Submitted via email to: vponto@bwslaw.com

Dear Mayor Hawkins and Members of the City Council:

Bob Murray & Associates is pleased to submit a proposal to conduct the City Manager recruitment for the City of California City. The following details our unique qualifications and describes our systematic–yet flexible–method of identifying, recruiting, and screening outstanding candidates on your behalf. Bob Murray & Associates is proud to offer straightforward, *all-in pricing*, eliminating surprises and making the experience simple and stress-free. This proposal includes information on our proven process, a timeline, and a guarantee.

As the premier public sector executive search firm specializing in positions that report directly to elected boards/councils, we understand the unique dynamics, high expectations, and political acumen required of leaders in these critical roles. We don't just fill positions—we ensure the candidates we present to City of California City are well-aligned with your organization's goals, values, and culture. Our team is composed of experienced executive recruiters and former public-sector executives—professionals who are passionate about public service and attuned to current trends in government leadership. With over 34 years of experience and a network of more than 40,000 professionals and organizations, we've built a strong reputation for delivering exceptional candidates and achieving repeat success with our clients.

Bob Murray & Associates recognizes that we work at the pleasure of the City Council and our job is to facilitate the Council in finding the City's next City Manager. Our best practice is to establish a strong partnership with the Council, to ensure the placement of a City Manager who is ideally suited to its needs. In developing this collaborative approach, we will seek the opportunity to meet with the council members individually to discuss their expectations for the City's new City Manager. The feedback received from the council members will be essential in providing guidance when recruiting and screening candidates for the position.

Current and recent recruitments we have completed similar in scope to your upcoming search include the following including over 40 City & County Management recruitments over the last 3 years:

2026

- Sonoma, CA (City Manager) - *current*
- Lemon Grove, CA (City Manager) - *current*
- South Lake Tahoe, CA (City Manager)
- Lake Forest, CA (Assistant City Manager) -*current*
- Arvin, CA (City Manager) - *current*
- Marin County, CA (County Executive Officer)
- Marin County, CA (Assistant County Executive Officer)
- Lawndale, CA (City Manager)
- Manhattan Beach, CA (Deputy City Manager)
- Marina, CA (City Manager)
- Pacifica, CA (City Manager)
- Sausalito, CA (City Manager)
- Concord, CA (City Manager)
- Santa Rosa, CA (City Manager)
- Monterey, CA (City Manager)
- Eugene, OR (City Manager)
- Cathedral City, CA (City Manager)
- Hanford, CA (City Manager)

2025

- Hayward, CA (City Manager)
- Apple Valley, CA (Town Manager)
- Davis, CA (City Manager)
- Hanford, CA (City Manager)
- Live Oak, CA (City Manager)
- Oakdale, CA (City Manager)
- Fowler, CA (City Manager)
- Louisville, CO (City Manager)
- Healdsburg, CA (Assistant City Manager)

2024

- Vernon, CA (City Administrator)
- Folsom, CA (City Manager)
- Murrieta, CA (City Manager)
- Aliso Viejo, CA (City Manager)
- Manhattan Beach, CA (City Manager)
- Emeryville, CA (City Manager)
- Reno, NV (City Manager)
- Clovis, CA (City Manager)
- Clayton, CA (City Manager)
- Vancouver, WA (City Manager)
- Orinda, CA (City Manager)
- Pinole, CA (City Manager)

- Novato, CA (City Manager)
- Saratoga, CA (City Manager)
- Sparks, NV (City Manager)
- Salinas, CA (City Manager)

We work as a team on every search at Bob Murray & Associates. Your Project Lead would be Valerie Gaeta Phillips, or Jon Lewis who would not only direct and supervise the project team from beginning to end but also serve as the Recruiter for the project as well.

To learn first-hand about the quality of our services and why the majority of our engagements come from repeat and referred clients, we invite you to contact the references listed on page 13 of the attached proposal.

We look forward to your favorable consideration of our qualifications. Please do not hesitate to contact us at (916) 784-9080 with any questions.

Sincerely,



Valerie Gaeta Phillips
President, Bob Murray & Associates

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THE RECRUITMENT PROCESS

Bob Murray & Associates' recruiters are specialists in finding positive placements and providing security and fairness to candidates and clients while ensuring the integrity of the search process. Outlined below are the steps in our proven recruitment process, refined through our 34+ years of experience in executive recruiting.

STEP 1 DEVELOP THE CANDIDATE PROFILE

Our understanding of the City of California City's needs will be key to a successful search. Valerie Gaeta Phillips, or Jon Lewis will meet virtually with the City Council and key stakeholders to learn as much as possible about the ideal candidate for the City Manager position. Key stakeholders often include:

- Council/Board Members - up to **five** virtual one-on-one meetings with the Recruiter
- Internal Stakeholders (e.g. Department Heads) - up to **two** virtual group meetings with the Recruiter
- External Stakeholders (e.g. Chamber of Commerce, Community Groups) - **one** virtual one-on-one or group meeting with the Recruiter, and
- An additional **two** virtual meetings as needed

Internal and External Stakeholders

We find that many of our clients value a recruitment process that opens the opportunity for employees, community members, business leaders, and organization representatives to provide input regarding the ideal candidate. Our recruiters are skilled in virtually facilitating group staff meetings, forums for the business community, and/or town hall meetings that provide for equitable involvement from a variety of constituencies.

If the City of California City desires, we will work with the City Council to create a customized virtual community and/or staff input process. *Please note: Virtual facilitation of stakeholder meetings is included in the professional fee. On-site Recruiter facilitation is available for an additional fee - please refer to "Costs and Guarantee" on page 7 for pricing information.*

Online Stakeholder Surveys

Sometimes clients are seeking input from a wider range of stakeholders—such as community members, business leaders, and organization representatives—online surveys are ideal to solicit input regarding qualities of the ideal candidate. Our experienced recruiters excel at crafting targeted, thoughtful, open-ended questions and can design a customized survey, providing a link for easy sharing on your website.

After closing, your dedicated Recruitment Coordinator will send you the survey response data for your review and analysis. This proposal includes one Online Survey. Additional Online Surveys are available under Optional Services (please refer to page 8).

We want to become familiar with the values and culture of the organization, as well as to understand the current and future issues, challenges, and opportunities in the City of California City.

Ms. Gaeta Phillips or Mr. Lewis will review and help define the City's wish-list regarding the ideal candidate's personality, management style, knowledge, skills, and abilities and will work with the City to identify expectations regarding education and experience. The City Council and your Recruiter will discuss compensation, benefits, and other key information necessary to ensure that outstanding candidates are attracted to this opportunity. The profile we develop together at this stage will drive subsequent recruitment efforts.

STEP 2 DESIGN/DISTRIBUTE BROCHURE AND ADVERTISEMENTS

Your Recruiter and your dedicated Recruitment Coordinator will use the candidate profile developed with the City of California City to create a professional recruitment brochure, with the assistance of our professional graphic designer. The four-page, full-color brochure will describe the community, organization, position, ideal candidate, and compensation and will include pictures provided by the City of California City that you feel best represent your organization and your community.

Upon your approval, Ms. Gaeta Phillips or Mr. Lewis will send the brochure by email (and postal mail if desired) to a targeted audience, personally inviting potential candidates to apply for the City Manager position. We will also place the recruitment brochure on our [website](#), which attracts over 11,000 unique hits weekly and is a trusted resource for candidates seeking executive and professional positions. Two sample brochures are included in this proposal package for your reference.

Your Recruiter will also design an effective advertising campaign appropriate for the City Manager recruitment. Our broadest outreach comes through our active social media involvement on LinkedIn as well as our monthly newsletter where upcoming and current positions are featured. Sources such as *Western City Magazine*, PublicCEO, and the Careers in Government website will be used to reach an extensive local government audience, while position-specific postings will be chosen to attract candidates who have built their careers in and are committed to the City Management field.

Suggested City Manager-specific advertising sources for the City of California City's search include but are not limited to:

- League of California Cities – Western City Magazine
- Engaging Local Government Leaders
- International City/County Management Association
- Local Government Hispanic Network

Bob Murray & Associates does not typically place ads with job aggregators or general job posting sites such as CareerBuilder, Monster, or Indeed, as we have found that the broad reach of these sites does not necessarily lead to quality candidates for executive and professional positions.

Reaching Diverse Candidates

Bob Murray & Associates, a woman- and minority-owned business, is **proud of its commitment to attracting and placing diverse candidates**. Nearly 50% of our last 100 placements were women; Hispanic placements 25%; African American placements 13%; Asian placements 21%; and Native American placements at 1%. Not only do we place advertisements with websites designed to attract minority and female candidates, but our President, Valerie Phillips, is a member herself of many diversity-focused organizations including the Local Government Hispanic Network, the League of Women in Government, the Professional Women’s Network, Mexican Professionals, and Women Leading Government. She networks frequently with fellow members to gain insight into which potential candidates are leaders in their field.

Ms. Gaeta Phillips or Mr. Lewis will seek to reach candidates in communities and organizations with demographic profiles and populations served like that of the City of California City, to maximize the potential for individuals from a wide variety of backgrounds, cultures, and life experiences to be considered for the City Manager position.

STEP 3 RECRUIT CANDIDATES

The strongest candidates are often those who are successful and content in their current positions and need to be sold on a new opportunity. Our extensive network of contacts, developed through **over 2,100 successful placements**, is a primary source for identifying and obtaining referrals for these candidates. Our in-house database of 40,000 current and former executive and professional candidates is a valuable resource that can only be built over time—time that we have invested into perfecting our process for finding the right candidates for our clients. Our aggressive outreach efforts are focused on phone calls to personally invite potential applicants, answer questions, and allay any reservations, and these efforts are essential to the success of the City Manager recruitment.

STEP 4 SCREEN CANDIDATES

Following the closing date for the recruitment, your Recruiter will screen all resumes we have received, using the criteria established in the candidate profile as a basis upon which to narrow the field of candidates. Internal candidates receive sensitive consideration, and Ms. Gaeta Phillips or Mr. Lewis will discuss with the City Council how the City of California City wishes to proceed with these candidates.

STEP 5 CONDUCT PRELIMINARY INTERVIEWS

Your Recruiter will personally interview the top 10 to 15 candidates from the resume screening, with the goal of determining which candidates have the greatest potential to succeed in your organization. To reduce travel-related expenses to our clients and increase efficiency in the search process, these interviews are typically conducted via Zoom, Teams, or other convenient videoconferencing applications.

STEP 6 SEARCH PUBLIC RECORDS

Under the direction of your Recruiter, your dedicated Recruitment Coordinator will conduct a review of published print and online articles for each recommended candidate. Sources include Lexis-Nexis™, Google, social media, and our contacts in the field. This will alert your Recruiter to any further detailed inquiries we may need to make before our recommendations are finalized.

STEP 7 MAKE RECOMMENDATIONS

Based on our findings during the preliminary interview process, Ms. Gaeta Phillips or Mr. Lewis will meet with the City Council virtually or on site to share the complete applicant list and recommend a limited number of candidates for your further consideration. Mr. Phillips will make specific recommendations and will help facilitate discussions regarding the candidate pool, but the final determination of interviewees will be up to you.

We typically recommend 6-8 candidates that we feel best match your expectations and prepare a detailed report on each candidate. This virtual "Recommended Finalist" eBook is provided to each member of the decision-making body and includes:

- ✦ Candidate list with Recommended Finalists identified in *Group 1* and *Group 2* (primary and secondary recommendations), as well as *Internal* candidates
- ✦ Summary of experience and education for each Recommended Finalist candidate
- ✦ Complete cover letter and resume for each Recommended Finalist candidate

- ✦ List of *Other Applicants* (those who did not meet minimum qualifications or were otherwise unsuitable, based on our screening process)

Bob Murray & Associates maintains all search records for a period of seven (7) years following each recruitment, and we are happy to forward cover letters and resumes for each applicant by postal mail or email as soon as the recruitment closes to new applications.

STEP 8 FACILITATE PANEL INTERVIEWS

Our years of experience will be invaluable as we help you develop an interview process that objectively assesses the qualifications of each candidate. We will work with the City of California City to craft and implement an interview approach that fits your needs. This may include panel and/or individual interviews by the City Council; key stakeholders, community/employee interview panels; writing and presentation samples; meet-and-greets; or other specialized process elements Mr. Phillips helps the City of California City to design.

Ms. Gaeta Phillips or Mr. Lewis will be present on-site during the panel interviews to facilitate as necessary during the process and to guide discussion to consensus regarding final candidates. Bound interview books will be provided for each interview panel member containing:

- ✦ Recruitment brochure with candidate profile
- ✦ Interview schedule
- ✦ Suggested interview questions
- ✦ Experience summary, cover letter, resume, and rating form for each candidate
- ✦ Ranking forms for use during the panel interview process

We will work closely with your staff to coordinate and schedule interviews. Our goal is to ensure that each candidate has a positive experience, as the way the entire process is conducted will influence the final candidates' perception of your organization.

STEP 9 CONDUCT BACKGROUND AND REFERENCE CHECKS

Ms. Gaeta Phillips or Mr. Lewis and your Recruitment Coordinator will conduct detailed reference checks for up to two (2) final candidates. To gain an accurate and honest appraisal of the candidates' strengths and weaknesses, we will talk candidly with people who have direct knowledge of their work and management style. In addition to gaining a 360-degree view of candidates from the perspective of their supervisors, subordinates and peers for the past several years, we will make a point of speaking confidentially to individuals who may have further insight into a candidate's abilities but who may not be on their preferred list of contacts.

Your Recruitment Coordinator will work with the two (2) final candidates and our professional backgrounding firm, HireRight, to conduct credit, civil litigation, and motor vehicle record checks and verify candidates' degrees.

STEP 10 ASSIST IN NEGOTIATIONS

We recognize the critical importance of successful negotiations and can serve as your representative during this process. Ms. Gaeta Phillips or Mr. Lewis knows what other organizations have done to put deals together with great candidates and what the current market is like for City Manager positions in organizations like the City of California City's. He will be available to advise you regarding current approaches to difficult issues, such as housing and relocation. We will represent your interests and advise the chosen candidate and you regarding salary, benefits, and employment agreements, with the goal of putting together a deal that results in the appointment of your chosen candidate. With our proven experience and vested interest in a positive outcome, we can turn a very difficult aspect of the recruitment into one that is straightforward and agreeable for all parties involved.

COMPLETE ADMINISTRATIVE ASSISTANCE

We receive many unsolicited testimonials each year from clients and candidates alike noting our prompt, considerate, accurate, and professional service during the search process. Throughout the recruitment, in time intervals that suit the City of California City, we will provide you with updates on the status of the search and attend to all administrative details on your behalf.

Candidates receive immediate acknowledgement of their applications, as well as personal phone calls and/or emails (as appropriate) advising them of their status at each critical point in the recruitment. Candidates who receive preliminary or final interviews and are not chosen to move forward in the interview process will receive personal calls from Ms. Gaeta Phillips or Mr. Lewis on behalf of the City of California City.

It is our internal company standard that all inquiries from clients and candidates receive a response within the same business day whenever possible, and certainly within 24 hours if the inquiry is received during the work week. Mr. Phillips will be available to the City of California City by office phone, cell phone, and email at any time to ensure a smooth and stress-free recruitment process.

COSTS AND GUARANTEE

PROFESSIONAL FEE AND EXPENSES

The discounted **all-inclusive professional services fee** for conducting the City Manager recruitment on behalf of the City of California City is **\$33,000**. Services provided for in this fee consist of all steps outlined in this proposal, including design and distribution of the recruitment brochure, advertising, marketing and promotion, administrative support, public records research, comprehensive background reporting on the final candidates, postage, technology, and two days of on-site meetings. This proposal is valid for 60 days from the date of the proposal. We will also forward the names of interim candidates at no additional cost.

*Optional Services are listed below and are in addition to the professional services fee. Expense reimbursement for **Consultant travel** related to additional on-site meeting days is billed at the actual rate (airfare/mileage, lodging) and is the responsibility of the City of California City.*

The professional fee does not limit the amount of time invested by Bob Murray & Associates in promoting a successful outcome for this project. In fact, our mission for this project is to ensure we assist in identifying the right candidate for the City of California City. Therefore, your Recruiter will contact the City at the first anniversary of the placement to confirm an effective transition has occurred.

Optional Services

- ✦ **Additional virtual stakeholder meetings:** \$250/meeting
- ✦ **Additional on-site meeting days:** \$1,500/day/Consultant, plus travel expenses
- ✦ **Online Surveys:** \$500/each (includes preparing recommended questions, preparing and sharing the survey link, closing the survey, and sending the survey response data for your review and analysis)
- ✦ **Additional background checks:** \$300/candidate
- ✦ **Additional reference checks:** \$500/candidate
- ✦ **Additional hires:** \$9,000/candidate

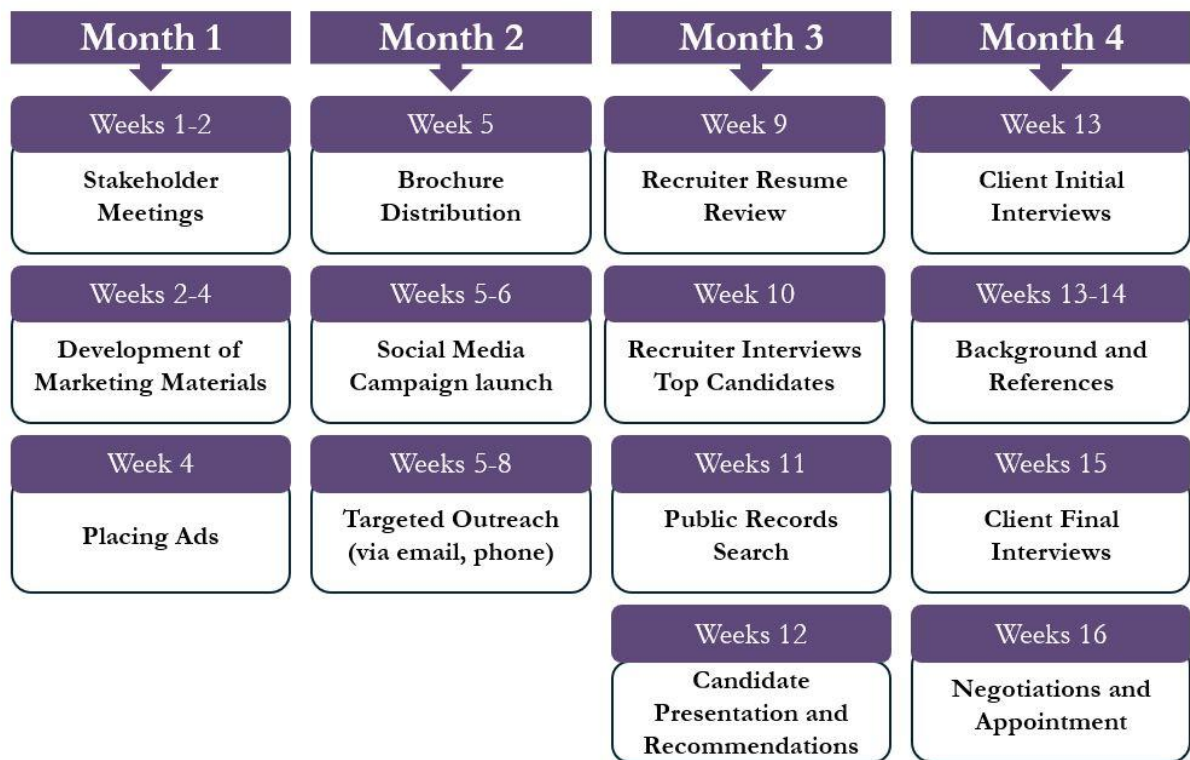
GUARANTEE

There is no guarantee included in this proposal.

RECRUITMENT SCHEDULE

We are prepared to start work on this assignment upon receipt of a signed professional services agreement or other written, authorized notification. A full search can be completed in 13-16 weeks from the date of initial meetings with our client.

The final recruitment schedule will be determined in collaboration with City of California City. A typical timeline of tasks and events is included here for reference.



FIRM PROFILE

OUR STAFF

Bob Murray & Associates is a small firm focusing exclusively on executive search services. We have a team of sixteen (16):

- Valerie Gaeta Phillips, *President and Owner*
- Gary Phillips, *Executive Vice President*
- Yasmin Beers, *Vice President & Senior Executive Recruiter*
- Adele Fresé, *Senior Executive Recruiter*
- Stacy Stevenson, *Senior Executive Recruiter*
- Jon Lewis, *Senior Executive Recruiter*
- Jeff Mori, *Executive Recruiter*
- Michael Ishii, *Executive Recruiter*
- Ian Schmutzler, *Executive Recruiter*
- Troy Brown, *Executive Recruiter, Career Coach*
- Stephanie Dietz, *Career Coach*
- Melanie Richardson, *Career Coach*
- Kathy Lolas, *Executive Recruitment Coordinator and Operations Manager*
- Grace Owens, *Senior Recruitment Coordinator*
- Steph Souza, *Recruitment Coordinator*
- Alexandria Huesca, *Recruitment Support*

Please see your lead recruiter's biography below:

VALERIE GAETA PHILLIPS, PRESIDENT AND RECRUITER



Ms. Gaeta Phillips or Mr. Lewis has over 18 years of recruiting experience, including more than a decade of recent experience in executive search for public, private, and startup companies nationwide. Since joining Bob Murray & Associates, Valerie has completed over 160 searches in a diverse range of fields, including city and general management, planning, finance, human resources, transportation, communication and public relations, community and economic development, information technology, parks and recreation, and operations. She has recruited at all levels of municipal and non-profit organizations, from technicians and engineers to Executive Directors and Chief Executive Officers.

Valerie is valued for her passion for finding and retaining the most outstanding candidates for even the most difficult or untraditional assignments and for her commitment to her clients' success; she is also active in a variety of industry organizations and in diversity-focused associations. Valerie is called upon often to serve as an expert speaker on topics such as managing one's online reputation, diversity

issues in municipal and non-profit leadership, and how to identify a positive placement for the organizational culture.

Ms. Gaeta Phillips, along with Executive Vice President Gary Phillips, has a passion for helping people, evidenced by fundraising, sponsorship, and involvement in raising awareness for organizations such as Autism Speaks, the UC Davis M.I.N.D. Institute, and the Northern California Special Olympics.

JON LEWIS, SENIOR EXECUTIVE RECRUITER



Jon Lewis brings over 30 years of municipal government experience to Bob Murray and Associates. Jon began his career in public service in 1991 with the City of Newport Beach, an iconic coastal community of 53 square miles in Southern California. After successfully working his way through the ranks of the Police Department, he honorably retired in December of 2022 after serving as the Chief of Police for nearly seven years. Jon is known for his commitment to selfless service, ethical leadership and maintaining longstanding community partnerships. During his tenure as Chief of Police, the Newport Beach Police Department achieved reduction in crime to historic lows through effective, data-driven community policing strategies as well as excellence in emergency response and 911 call answer times.

Jon graduated with honors from California State University Long Beach with a Bachelor of Science degree in Criminal Justice and Speech Communication and holds a Master of Arts degree in Criminal Justice from Chapman University. He is a graduate of several advanced law enforcement training courses including the California Commission on Peace Officer Standards and Training Command College. Jon has authored two university-level textbooks in criminal justice and is an instructor with the Center for Criminal Justice Research and Training at California State University Long Beach.

He and his wife, Darcy, have two children and reside in Orange County.

CORPORATION

Bob Murray & Associates was founded in May 2000 and operated under the corporation name MBN Services, Inc. until June 2014; our new corporation name is GVP Ventures, Inc., incorporated in California in 2014. Contact information for the corporation and the firm is as follows:

GVP Ventures, Inc. OR Bob Murray & Associates
1544 Eureka Road, Ste. 180
Roseville, CA 95661
(916) 784-9080
apply@bobmurrayassoc.com

Our corporation and firm are financially sound (and have been so since 2000), with documentation from our accountant available to your organization prior to final execution of a professional service agreement. We have never been involved in any litigation, aside from our personnel serving as expert witnesses when called to do so.

PROFESSIONAL ASSOCIATIONS

Our firm, represented by either our President or our Executive Vice President, are involved in the following organizations to remain engaged with current and future issues relevant to the work we conduct on behalf of clients like City of California City:

- California Special Districts Association
- California City Management Foundation (CCMF)
- Engaging Local Government Leaders (ELGL)
- International City/County Management Association (ICMA)
- International Network of Asian Public Administrators (I-NAPA)
- League of California Cities
- League of Women in Government
- Municipal Management Association of Northern California (MMANC)
- Municipal Management Association of Southern California (MMASC)
- National Forum for Black Public Administrators (NFBPA)

Members of our leadership team not only attend events sponsored by these associations but are also frequently called upon to serve as panel members and to provide specialized lectures regarding industry-specific issues. Recent and upcoming speaking engagements and trainings provided by our staff include:

- "Role of the Chief" class, annually presented by Jon Lewis on behalf of the California Police Chiefs Association;
- MMANC and MMASC annual mock interviews;
- Annual League of California Cities Booth; and
- Annual League of California Cities City Manager's Conference (City Manager hosted event).

REFERENCES

Clients and candidates are the best testament to our ability to conduct quality searches. Clients for whom Bob Murray & Associates has recently conducted similar searches are listed below:

CLIENT: City of Folsom, CA
POSITION: City Manager
REFERENCE: Ms. Allsion Garcia, Human Resources Director
(916) 461-6050

CLIENT: City of Davis, CA
POSITION: City Manager
REFERENCE: Ms. Shelley Tiran, Human Resources Analyst
(530) 747-5814

CLIENT: City of Ventura, CA
POSITION: City Manager
POSITION: Assistant City Manager
POSITION: City Attorney
REFERENCE: Mr. Joe Schroeder, Former Mayor
(949) 584-6478

We appreciate the City of California City's consideration of our proposal and look forward to working with you.

