

AGENDA
REGULAR MEETING of THE HOLTVILLE CITY COUNCIL
121 WEST FIFTH STREET - HOLTVILLE, CALIFORNIA

Monday, November 10, 2025

<input type="checkbox"/> Mike Goodsell, Mayor	<input type="checkbox"/> George Morris, City Treasurer	<input type="checkbox"/> Alex Silva, Fire Chief
<input type="checkbox"/> Michael Pacheco, Mayor Pro Tem	<input type="checkbox"/> Nick Wells, City Manager	<input type="checkbox"/> Damian Martinez, Police Chief
<input type="checkbox"/> Murray Anderson, Council Member	<input type="checkbox"/> Chandler Sinclair, Finance Supervisor	<input type="checkbox"/> Jack Holt, City Engineer
<input type="checkbox"/> John Munger, Council Member	<input type="checkbox"/> Steve Walker, City Attorney	<input type="checkbox"/> Cynthia Mancha, City Planner
<input type="checkbox"/> Vanessa Ramirez, Council Member	<input type="checkbox"/> Yvette Rios, City Clerk	<input type="checkbox"/>

THIS IS A PUBLIC MEETING

The Holtville City Council values your input if there is an issue on which you wish to be heard, for both items listed on the agenda and for items of general concern. The Mayor reserves the right to place a limit on each person's comments. Any public comments must include the individual's name and address for the record. Personal attacks on individuals and/or comments which are slanderous or which may invade an individual's personal privacy are not permitted.

CITY COUNCIL

MEETING CONVENED - 5:30 PM

CLOSED SESSION PUBLIC COMMENTS: This is the time for the public to address the City Council on any item appearing on the Closed Session agenda for this meeting.

ADJOURN TO CLOSED SESSION

CONFERENCE WITH LABOR NEGOTIATORS:

(Government Code Section 54957.6)

Agency Negotiator: City Manager/City Attorney

PUBLIC EMPLOYMENT:

(Government Code Section 54957)

City Manager Evaluation

Evaluation Criteria

RECONVENE OPEN SESSION - 6:00 PM

PLEDGE of ALLEGIANCE:

INVOCATION:

CITY CLERK RE: Verification of Posting of the Agenda

EXECUTIVE SESSION ANNOUNCEMENTS:

GENERAL PUBLIC COMMENTS: The public may address the City Council on any item that DOES NOT appear on the agenda for this meeting within the purview of the City Council.

1. CONSENT AGENDA:

The items on the Consent Agenda are to be approved without comment. Should any Council Member or member of the public wish to discuss any item, they may request that the item be removed from the Consent Agenda and placed on the NEW Business agenda.

- a. Approval of the Minutes from the Regular Meeting of Monday, October 27, 2025.
- b. Current Demands #48666 through #48719.

REPORTS of OFFICERS, COMMISSIONS, COMMITTEES and COMMUNIQUEs:

2. UNFINISHED BUSINESS: *None*

3. NEW BUSINESS:

- a. Discussion/Related Action to Adopt RESOLUTION #25-31** Requesting the Appropriation of Additional Fiscal Year 2024-25 Funds Allocated from the State of California's Citizen Option Services for Public Safety ("COPS") Program to Provide for Front Line Police

Nick Wells, City Manager

- b. PUBLIC HEARING: Discussion/Related Action to Adopt RESOLUTION #25-32** Adopting Certain Findings and Authorizing an Energy Services Contract with Sitellogiq

Nick Wells, City Manager

4. INFORMATION ONLY: *None*

5. STAFF REPORTS

- a. City Manager Report - Nick Wells**
- b. Finance Supervisor - Chandler Sinclair**
- c. Police Chief - Damian Martinez**
- d. Water Plant Foreman - Josh Osuna**
- e. Wastewater Plant Supervisor - Frank Cornejo**
- f. Public Works Supervisor - Alex Chavez**

6. Items for Future Meetings:

7. ADJOURNMENT:

I, Yvette Rios, City Clerk of the City of Holtville, California, **DO HEREBY CERTIFY** that the foregoing agenda was duly posted at Holtville City Hall and on the City of Holtville's website (www.Holtville.ca.gov) on Friday, November 7, 2025.

THE MINUTES OF THE REGULAR MEETING OF THE HOLTVILLE CITY COUNCIL

Monday, October 27, 2025

MEETING DATE:		11/10/25
ITEM NUMBER		1 a
Approvals	CITY MANAGER	
	FINANCE MANAGER	
	CITY ATTORNEY	

The Regular Meeting of the Holtville City Council was held on Monday, October 27, 2025, at 5:00 pm in the Civic Center. Mayor Mike Goodsell was present, as were Council Members Murray Anderson, John Munger, Mike Pacheco, and Vanessa Ramirez. Also present were Police Chief Damian Martinez, City Attorney Steve Walker, City Manager Nick Wells, and City Clerk Yvette Rios.

CITY COUNCIL CLOSED SESSION MEETING CALLED TO ORDER:

The Closed Session meeting was called to order at 5:32 PM. by Mayor Mike Goodsell.

CONFERENCE WITH LABOR NEGOTIATORS:

(Government Code Section 54957.6)

Agency Negotiator: City Manager/City Attorney

No Reportable Action Taken

PUBLIC EMPLOYMENT:

(Government Code Section 54957)

City Manager Evaluation

Evaluation Criteria

CITY COUNCIL OPEN SESSION MEETING CALLED TO ORDER:

Mayor Goodsell called the Open Session meeting to order at 6:15 PM.

PLEDGE OF ALLEGIANCE: *Mr. Munger led the Pledge of Allegiance.*

INVOCATION: *The Invocation was given by Mr. Goodsell.*

CITY CLERK RE: VERIFICATION OF POSTING OF AGENDA:

City Clerk Yvette Rios verified that the agenda was duly posted on Friday, October 24, 2025.

EXECUTIVE SESSION ANNOUNCEMENTS:

Mr. Walker reported that there was no reportable action from the Closed Session.

GENERAL PUBLIC COMMENTS:

Ben Strunk from Omega Harvest Battery Storage came to provide the public and Council with information regarding his project on Melon Road. He wanted to clear up some misconceptions on what operations and materials will take place at the project site. All batteries would be discharged prior to entering his facility. Therefore, Mr. Strunk claims the materials are not dangerous and do not pose a threat to the nearby High School. He answered questions from the Council.

Sean Wilcock (1041 Calle Estrella, Imperial) wanted to speak to Mr. Strunk's character as a businessman. He stated that he has worked with him for 2 years and he has always been forthcoming about his business and has made a sizable investment in the community.

Tim Kelley, from IVEDC, expressed that Mr. Strunk is concerned for the needs of community, therefore he has invested in the community. He explained that California is committed to turning to electrical energy and renewable sources, which is aligned with Mr. Strunk's project.

Christine Lowry (876 Ash Avenue) voiced concern about palm fronds in the street and who is responsible for collecting them.

Sydney Trevino (655 Palm Avenue) commented that the lighting on her street is very poor and inquired if additional lighting could be installed.

Annalisa Imperial (1626 East Thiesen Road) stated that the south side of her street was repaved some years ago and believes that the unpaved portion poses a public hazard, also in part due to an exposed manhole.

1. CITY COUNCIL CONSENT AGENDA:

- a.** Approval of the Minutes from the Regular Meeting of Monday, October 13, 2025.
- b.** Current Demands #48616 through #48665

A motion was made by Mr. Anderson and seconded by Mr. Pacheco to approve the Consent Agenda as presented. The motion passed in the form of a roll call vote.

AYES: *Anderson, Munger, Pacheco, Ramirez, Goodsell*

NOES: *None*

ABSENT: *None*

ABSTAIN: *None*

REPORTS OF OFFICERS, COMMISSIONS, COMMITTEES, AND COMMUNIQUE:

Ms. Rios reported on recent city organized community events.

Mr. Wells reported that he attended a meeting with IID and River Partners for the trail extension and community events like the Farmers Market and Trail Walk.

Mr. Walker reported that he attended the Cal Lafco meeting last week.

Mrs. Ramirez reported that she attended community events like the Trunk or Treat and others.

Mr. Anderson reported that he attended a Townhall meeting hosted by Senator Steve Padilla, a ribbon cutting ceremony by the Holtville Chamber, and Brawley's State of the City Address.

Mr. Pacheco reported that he attended the Alamo River Trail Walk event.

Mr. Munger had nothing to report.

Ms. Mancha introduced herself as the new Holtville City Planner from THG.

Mr. Morris wanted to recognize Mr. Pacheco for being named ICFB's 2025 Friend of the Farmer.

Chief Silva reported on recent community events that he was involved with representing HFD.

Ms. Sinclair reported that she attended the Cal Cities conference, has an ICTC meeting this week, and scored projects with Mr. Chavez and Mr. Wells.

Mayor Goodsell shared information regarding SCAG's pilot program for a Future Leaders Initiative. Next week he will attend meetings for ICTC, SCAG, and CalCog.

2. UNFINISHED BUSINESS: *None*

3. NEW BUSINESS:

- a.** **Discussion/Related Action to Adopt RESOLUTION #25-29** Awarding a Contract for Resident Engineering and Construction Management for the East Ninth Street Sidewalk Improvements Project

Nick Wells, City Manager

Mr. Wells explained the process that staff followed, releasing an RFP for RE/CM. Once bids were received, graded and THG was awarded a contract.

A motion was made by Mr. Pacheco and seconded by Mrs. Ramirez to approve the action as presented. The motion passed in the form of a roll call vote.

AYES: *Anderson, Munger, Pacheco, Ramirez, Goodsell*

NOES: *None*

ABSENT: *None*

ABSTAIN: *None*

b. Discussion/Related Action to Adopt RESOLUTION #25-30 Awarding a Contract for Construction of the West Ninth Street (Olive to Melon) Pedestrian Improvement Project

Nick Wells, City Manager

Ms. Mancha summarized the project, and explained the process for bidding and awarding a contract. pyramid came in as the lowest bid and was deemed the best received proposal.

A motion was made by Mr. Anderson and seconded by Mr. Pacheco to approve the action as presented. The motion passed in the form of a roll call vote.

AYES: *Anderson, Munger, Pacheco, Ramirez, Goodsell*

NOES: *None*

ABSENT: *None*

ABSTAIN: *None*

4. INFORMATION ONLY: *None*

5. STAFF REPORTS:

- a. City Manager Report - *Nick Wells***
- b. Finance Supervisor - *Chandler Sinclair***
- c. Fire Chief - *Alex Silva***
- d. Water/Wastewater Consultant - *Frank Cornejo***
- e. Public Works Supervisor - *Alex Chavez***

6. Items for Future Meetings: *Capital Improvements*

7. ADJOURNMENT: *There being no further business to come before the Council, Mayor Goodsell adjourned the meeting at 7:52 PM.*

Mike Goodsell, Mayor

Yvette Rios, City Clerk

MEETING DATE:		<u>11/10/25</u>
ITEM NUMBER		<u>I b</u>
Approvals	CITY MANAGER	_____
	FINANCE MANAGER	_____
	CITY ATTORNEY	_____

Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount		
48666								
10/28/2025	48666	ACE HARDWARE	F40868	10-31150-44200	45.87	45.87	CLEANING SUPPLIES	PW FIRE DEPT
10/28/2025	48666	ACE HARDWARE	F41257	10-22080-4420	5.58	5.58	TRAP MOUSE	
10/28/2025	48666	ACE HARDWARE	F41452	10-31150-44200	11.30	11.30	OIL	
10/28/2025	48666	ACE HARDWARE	F41546	10-31140-44200	4.29	4.29	SHOP SUPPLIES	
10/28/2025	48666	ACE HARDWARE	F41577	10-31150-43140	56.56	56.56	MEN BOOTS	
10/28/2025	48666	ACE HARDWARE	F41577	11-31510-43140	8.08	8.08	MEN BOOTS	
10/28/2025	48666	ACE HARDWARE	F41577	12-31620-4314	16.16	16.16	MEN BOOTS	
10/28/2025	48666	ACE HARDWARE	F41707	10-31152-44200	36.55	36.55	ELBOWS, ADAPTERS, PIPES	
10/28/2025	48666	ACE HARDWARE	F41912	10-31150-44200	106.93	106.93	BATTERIES	
10/28/2025	48666	ACE HARDWARE	F41914	10-31150-44200	.40	.40	TRAY ITEMS	
10/28/2025	48666	ACE HARDWARE	F41922	11-31520-44200	35.53	35.53	WEED/GRASS KILLER	
10/28/2025	48666	ACE HARDWARE	F42003	10-31150-44200	77.54	77.54	BATTERIES	
10/28/2025	48666	ACE HARDWARE	F42011	10-13050-4420	29.06	29.06	PAINT	
10/28/2025	48666	ACE HARDWARE	F42013	10-22080-4420	8.18	8.18	HITCH PINS	
10/28/2025	48666	ACE HARDWARE	F42122	10-31150-44200	21.29	21.29	TAPE, ROLLER	
10/28/2025	48666	ACE HARDWARE	F42849	10-31150-44200	45.42	45.42	CLEANING SUPPLIES	
10/28/2025	48666	ACE HARDWARE	F42857	10-31150-44200	57.29	57.29	MACHETE, SHOVEL	
10/28/2025	48666	ACE HARDWARE	F42857	11-31510-44200	8.19	8.19	MACHETE, SHOVEL	
10/28/2025	48666	ACE HARDWARE	F42857	12-31620-4420	16.38	16.38	MACHETE, SHOVEL	
10/28/2025	48666	ACE HARDWARE	F42860	10-31140-44200	32.31	32.31	WEED/GRASS KILLER	
10/28/2025	48666	ACE HARDWARE	F42862	10-31150-44200	2.36	2.36	HEX NUTS	
10/28/2025	48666	ACE HARDWARE	F42893	11-31520-44200	41.11	41.11	CLEANING SUPPLIES	
10/28/2025	48666	ACE HARDWARE	F42894	10-31150-44200	48.19	48.19	CLEANING SUPPLIES	
10/28/2025	48666	ACE HARDWARE	F42897	10-31150-44200	10.76	10.76	NOZZLE TWIST	
10/28/2025	48666	ACE HARDWARE	F42908	10-31150-44200	33.37	33.37	CABLE TIES, WEED KILLER	
10/28/2025	48666	ACE HARDWARE	F42933	11-31520-44200	11.40	11.40	NOZZLE, KEYS	
10/28/2025	48666	ACE HARDWARE	F43035	11-31510-44200	69.93	69.93	CEMENT	
10/28/2025	48666	ACE HARDWARE	F43051	11-31520-44200	9.26	9.26	GORILLA EPOXY	
10/28/2025	48666	ACE HARDWARE	F43059	10-31150-44200	29.93	29.93	CABLE TIES, FT LED	
10/28/2025	48666	ACE HARDWARE	F43087	11-31520-44200	10.33	10.33	INSECT KILLER	
10/28/2025	48666	ACE HARDWARE	F43471	10-31140-44200	46.88	46.88	KEYS, KEY RINGS	
10/28/2025	48666	ACE HARDWARE	F43475	10-31140-44200	10.75	10.75	KEYS	
Total 48666:						947.18		
48667								
10/28/2025	48667	ACME SAFETY & SUPPLY CO.	171027-00	10-31140-44200	276.36	276.36	ANCHOR, POST	PW
Total 48667:						276.36		
48668								
10/28/2025	48668	AFLAC TRADITIONAL & DIRECT	619194	10-00000-2023	17.17	17.17	INSURANCE PREMIUM	ADMIN
10/28/2025	48668	AFLAC TRADITIONAL & DIRECT	619194	10-00000-2024	8.08	8.08	INSURANCE PREMIUM	
10/28/2025	48668	AFLAC TRADITIONAL & DIRECT	730311	10-00000-2024	8.08	8.08	INSURANCE PREMIUM	
10/28/2025	48668	AFLAC TRADITIONAL & DIRECT	730311	10-00000-2023	17.17	17.17	INSURANCE PREMIUM	
Total 48668:						50.50		
48669								
10/28/2025	48669	ALL STAR FIRE EQUIPMENT	267915	10-22080-4420	4,301.38	4,301.38	FIREFIGHTER EQUIPMENT	FIRE DEPT
10/28/2025	48669	ALL STAR FIRE EQUIPMENT	267975	10-22080-4420	4,409.13	4,409.13	FIREFIGHTER EQUIPMENT	
Total 48669:						8,710.51		
48670								
10/28/2025	48670	AT&T MOBILITY	8116X101120	10-12001-4423	58.94	58.94	TELEPHONE CHARGES	ADMIN
10/28/2025	48670	AT&T MOBILITY	8116X101120	10-12001-4515	60.36	60.36	TELEPHONE CHARGES	
10/28/2025	48670	AT&T MOBILITY	8116X101120	10-22080-4423	44.90	44.90	TELEPHONE CHARGES	
10/28/2025	48670	AT&T MOBILITY	8116X101120	10-22080-4515	40.24	40.24	TELEPHONE CHARGES	

Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	Description
10/28/2025	48670	AT&T MOBILITY	8116X101120	10-14020-4423	49.95	49.95	TELEPHONE CHARGES
10/28/2025	48670	AT&T MOBILITY	8116X101120	10-14020-4515	20.12	20.12	TELEPHONE CHARGES
10/28/2025	48670	AT&T MOBILITY	8116X101120	10-12003-4423	44.90	44.90	TELEPHONE CHARGES
10/28/2025	48670	AT&T MOBILITY	8116X101120	10-31140-44230	114.08	114.08	TELEPHONE CHARGES
10/28/2025	48670	AT&T MOBILITY	8116X101120	10-31150-44230	69.18	69.18	TELEPHONE CHARGES
10/28/2025	48670	AT&T MOBILITY	8116X101120	12-31610-4423	90.86	90.86	TELEPHONE CHARGES
10/28/2025	48670	AT&T MOBILITY	8116X101120	12-31620-4423	164.02	164.02	TELEPHONE CHARGES
10/28/2025	48670	AT&T MOBILITY	8116X101120	11-31530-44230	47.16	47.16	TELEPHONE CHARGES
10/28/2025	48670	AT&T MOBILITY	8116X101120	11-31510-44230	116.87	116.87	TELEPHONE CHARGES
10/28/2025	48670	AT&T MOBILITY	8116X101120	11-31520-44230	230.08	230.08	TELEPHONE CHARGES
Total 48670:						1,151.66	

PW

48671

10/28/2025	48671	BABCOCK LABORATORIES, INC	CI51984-227	12-31610-4430	183.32	183.32	BIOCHEMICAL OXYGEN DEMAND
10/28/2025	48671	BABCOCK LABORATORIES, INC	CJ50049-227	12-31610-4430	33.44	33.44	E.COLI LAB ANALYSIS
10/28/2025	48671	BABCOCK LABORATORIES, INC	CJ50050-227	12-31610-4430	19.81	19.81	COPPER
10/28/2025	48671	BABCOCK LABORATORIES, INC	CJ50412-227	12-31610-4430	183.32	183.32	BIOCHEMICAL OXYGEN DEMAND
10/28/2025	48671	BABCOCK LABORATORIES, INC	CJ50843-227	12-31610-4430	183.32	183.32	BIOCHEMICAL OXYGEN DEMAND
10/28/2025	48671	BABCOCK LABORATORIES, INC	CJ50845-227	11-31520-44301	19.81	19.81	ALUMINUM
10/28/2025	48671	BABCOCK LABORATORIES, INC	CJ50855-227	12-31610-4430	500.38	500.38	TOTAL PACKAGE
10/28/2025	48671	BABCOCK LABORATORIES, INC	CJ50856-227	12-31610-4430	65.65	65.65	OIL AND GREASE
10/28/2025	48671	BABCOCK LABORATORIES, INC	CJ50857-227	12-31610-4430	19.81	19.81	AMMONIA
10/28/2025	48671	BABCOCK LABORATORIES, INC	CJ50858-227	12-31610-4430	19.81	19.81	COPPER
10/28/2025	48671	BABCOCK LABORATORIES, INC	CJ50859-227	11-31520-44301	39.64	39.64	TOTAL HARDNESS PACKAGE
10/28/2025	48671	BABCOCK LABORATORIES, INC	CJ51440-227	12-31610-4430	19.81	19.81	AMMONIA
10/28/2025	48671	BABCOCK LABORATORIES, INC	LJ50007-227	12-31610-4430	33.44	33.44	E.COLI LAB ANALYSIS
10/28/2025	48671	BABCOCK LABORATORIES, INC	LJ50027-227	12-31610-4430	33.44	33.44	E.COLI LAB ANALYSIS
10/28/2025	48671	BABCOCK LABORATORIES, INC	LJ50033-227	12-31610-4430	33.44	33.44	E.COLI LAB ANALYSIS
10/28/2025	48671	BABCOCK LABORATORIES, INC	LJ50040-227	12-31610-4430	33.44	33.44	E.COLI LAB ANALYSIS
10/28/2025	48671	BABCOCK LABORATORIES, INC	LJ50051-227	12-31610-4430	33.44	33.44	E.COLI LAB ANALYSIS
Total 48671:						1,455.32	

48672

10/28/2025	48672	BAJA DESERT TIRE	S21-27542	11-31510-44280	45.00	45.00	BACKHOE REPAIR
Total 48672:						45.00	

PW

48673

10/28/2025	48673	BLUE SHIELD OF CALIFORNIA	2528700152	10-13010-4230	618.42	618.42	INSURANCE PREMIUM
10/28/2025	48673	BLUE SHIELD OF CALIFORNIA	2528700152	10-12001-4230	1,859.82	1,859.82	INSURANCE PREMIUM
10/28/2025	48673	BLUE SHIELD OF CALIFORNIA	2528700152	10-14020-4230	940.82	940.82	INSURANCE PREMIUM
10/28/2025	48673	BLUE SHIELD OF CALIFORNIA	2528700152	10-22080-4230	1,290.64	1,290.64	INSURANCE PREMIUM
10/28/2025	48673	BLUE SHIELD OF CALIFORNIA	2528700152	10-31140-42300	275.34	275.34	INSURANCE PREMIUM
10/28/2025	48673	BLUE SHIELD OF CALIFORNIA	2528700152	10-12003-4230	1,093.76	1,093.76	INSURANCE PREMIUM
10/28/2025	48673	BLUE SHIELD OF CALIFORNIA	2528700152	11-31530-42300	107.50	107.50	INSURANCE PREMIUM
10/28/2025	48673	BLUE SHIELD OF CALIFORNIA	2528700152	11-31510-42300	1,460.05	1,460.05	INSURANCE PREMIUM
10/28/2025	48673	BLUE SHIELD OF CALIFORNIA	2528700152	12-31610-4230	672.22	672.22	INSURANCE PREMIUM
10/28/2025	48673	BLUE SHIELD OF CALIFORNIA	2528700152	12-31620-4230	1,567.57	1,567.57	INSURANCE PREMIUM
Total 48673:						9,886.14	

ADMIN

48674

10/28/2025	48674	CALIFORNIA DEPT OF TAX & FE	678172948	11-31520-44301	520.82	520.82	HAZARDOUS WASTE GENERATION
Total 48674:						520.82	

PW

48675

10/28/2025	48675	CHANDLER SINCLAIR	OCT 2025 MI	10-12001-4429	42.00	42.00	MILEAGE
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ADMIN

Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	Description	
10/28/2025	48675	CHANDLER SINCLAIR	OCT 2025 MI	10-14020-4429	322.00	322.00	MILEAGE	
10/28/2025	48675	CHANDLER SINCLAIR	OCT 2025 MI	10-14020-43110	185.00	185.00	PER DIEM	
Total 48675:						549.00		
48676								
10/28/2025	48676	CRAIG'S CRANE & SERVICE, IN	8634	11-31520-44300	1,000.00	1,000.00	INSPECTION	PW
Total 48676:						1,000.00		
48677								
10/28/2025	48677	DEPT OF TRANSPORTATION-ST	SL260103	10-31140-44240	161.61	161.61	SIGNALS AND LIGHTING	PW
Total 48677:						161.61		
48678								
10/28/2025	48678	HOLTVILLE CHAMBER OF COM	1001	10-11011-43110	200.00	200.00	TEACHERS LUNCHEON TICKETS	ADMIN
Total 48678:						200.00		
48679								
10/28/2025	48679	HUMANA	296346447	10-13010-4225	78.03	78.03	INSURANCE	ADMIN
10/28/2025	48679	HUMANA	296346447	10-12001-4225	199.60	199.60	INSURANCE	
10/28/2025	48679	HUMANA	296346447	10-14020-4225	104.05	104.05	INSURANCE	
10/28/2025	48679	HUMANA	296346447	10-22080-4225	156.08	156.08	INSURANCE	
10/28/2025	48679	HUMANA	296346447	10-12003-4225	121.56	121.56	INSURANCE	
10/28/2025	48679	HUMANA	296346447	10-31140-42250	35.13	35.13	INSURANCE	
10/28/2025	48679	HUMANA	296346447	10-31150-42250	54.63	54.63	INSURANCE	
10/28/2025	48679	HUMANA	296346447	11-31530-42250	27.31	27.31	INSURANCE	
10/28/2025	48679	HUMANA	296346447	11-31510-42250	145.31	145.31	INSURANCE	
10/28/2025	48679	HUMANA	296346447	12-31610-4225	78.04	78.04	INSURANCE	
10/28/2025	48679	HUMANA	296346447	12-31620-4225	145.34	145.34	INSURANCE	
Total 48679:						1,145.08		
48680								
10/28/2025	48680	I.C. PUBLIC HEALTH DEPT. LAB.	25184	10-31150-44300	104.30	104.30	EMPLOYEE SERVICES	PW
10/28/2025	48680	I.C. PUBLIC HEALTH DEPT. LAB.	25184	11-31510-44300	14.90	14.90	EMPLOYEE SERVICES	
10/28/2025	48680	I.C. PUBLIC HEALTH DEPT. LAB.	25184	12-31620-4430	29.80	29.80	EMPLOYEE SERVICES	
10/28/2025	48680	I.C. PUBLIC HEALTH DEPT. LAB.	25184	12-31610-4430	149.00	149.00	EMPLOYEE SERVICES	
10/28/2025	48680	I.C. PUBLIC HEALTH DEPT. LAB.	25204	11-31520-44301	347.00	347.00	COLIFORM WATER ANALYSIS	
Total 48680:						645.00		
48681								
10/28/2025	48681	IMPERIAL IRRIGATION DISTRIC	#9717 10/20	12-31610-4424	3,968.68	3,968.68	ELECTRIC UTILITIES	PW
10/28/2025	48681	IMPERIAL IRRIGATION DISTRIC	#9835 10/20	11-31520-44240	299.28	299.28	ELECTRIC UTILITIES	
10/28/2025	48681	IMPERIAL IRRIGATION DISTRIC	ELECTRIC 1	10-31140-44240	2,226.77	2,226.77	ELECTRIC UTILITIES	
10/28/2025	48681	IMPERIAL IRRIGATION DISTRIC	ELECTRIC 1	10-31158-44240	2,942.71	2,942.71	ELECTRIC UTILITIES	
10/28/2025	48681	IMPERIAL IRRIGATION DISTRIC	ELECTRIC 1	11-31520-44240	6,904.96	6,904.96	ELECTRIC UTILITIES	
10/28/2025	48681	IMPERIAL IRRIGATION DISTRIC	ELECTRIC 1	12-31620-4424	97.44	97.44	ELECTRIC UTILITIES	
10/28/2025	48681	IMPERIAL IRRIGATION DISTRIC	ELECTRIC 1	11-31510-44240	167.31	167.31	ELECTRIC UTILITIES	
10/28/2025	48681	IMPERIAL IRRIGATION DISTRIC	ELECTRIC 1	11-31520-44240	167.32	167.32	ELECTRIC UTILITIES	
10/28/2025	48681	IMPERIAL IRRIGATION DISTRIC	PARKS ELE	10-31150-44240	2,283.14	2,283.14	ELECTRIC UTILITIES	
Total 48681:						19,057.61		
48682								
10/28/2025	48682	IV WATER SPECIALISTS	101525	12-31610-4430	2,325.00	2,325.00	MONTHLY WATER AND WASTEWATER	
10/28/2025	48682	IV WATER SPECIALISTS	101525	11-31520-44300	2,325.00	2,325.00	MONTHLY WATER AND WASTEWATER	

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Total 48682:						4,650.00		
								PW
48683								
10/28/2025	48683	JADE SECURITY SYSTEMS, INC	0227863	11-31520-44300	64.48	64.48	MONITOR SECURITY SYSTEM	
10/28/2025	48683	JADE SECURITY SYSTEMS, INC	0227863	12-31610-4430	64.49	64.49	MONITOR SECURITY SYSTEM	
Total 48683:						128.97		
48684								ADMIN
10/28/2025	48684	JOHN MUNGER	OCT 2025 MI	10-11011-44290	322.00	322.00	MILEAGE	
10/28/2025	48684	JOHN MUNGER	OCT 2025 MI	10-11011-43110	238.00	238.00	PER DIEM	
10/28/2025	48684	JOHN MUNGER	OCT 2025 MI	10-11011-43110	123.70	123.70	LODGING	
Total 48684:						683.70		
48685								PW
10/28/2025	48685	LA BRUCHERIE IRRIGATION SU	312338C	11-31520-44200	104.78	104.78	TAPE, GLUE, PLUGS	
10/28/2025	48685	LA BRUCHERIE IRRIGATION SU	312795C	11-31520-44200	46.76	46.76	EPOXY	
Total 48685:						151.54		
48686								FIRE DEPT
10/28/2025	48686	LEAF	19139015	10-22080-4525	166.14	166.14	INSURANCE XEROX	
10/28/2025	48686	LEAF	19139016	10-22080-4525	19.25	19.25	PROPERTY TAX XEROX	
Total 48686:						185.39		
48687								PW
10/28/2025	48687	MACIAS ELECTRIC, INC.	1034	11-31520-44300	2,460.00	2,460.00	ELECTRIC REPAIRS	
Total 48687:						2,460.00		
48688								ADMIN
10/28/2025	48688	MISSIONSQUARE	6684712	10-00000-2026	2,544.73	2,544.73	RETIREMENT	
10/28/2025	48688	MISSIONSQUARE	6684712	10-00000-2027	720.93	720.93	RETIREMENT	
10/28/2025	48688	MISSIONSQUARE	6684712	10-12001-4240	688.72	688.72	RETIREMENT	
10/28/2025	48688	MISSIONSQUARE	6684712	10-14020-4240	268.80	268.80	RETIREMENT	
10/28/2025	48688	MISSIONSQUARE	6684712	10-22080-4240	351.81	351.81	RETIREMENT	
10/28/2025	48688	MISSIONSQUARE	6684712	10-12003-4240	212.48	212.48	RETIREMENT	
10/28/2025	48688	MISSIONSQUARE	6684712	10-21070-4240	42.86	42.86	RETIREMENT	
10/28/2025	48688	MISSIONSQUARE	6684712	10-31140-42400	145.37	145.37	RETIREMENT	
10/28/2025	48688	MISSIONSQUARE	6684712	10-31150-42400	157.72	157.72	RETIREMENT	
10/28/2025	48688	MISSIONSQUARE	6684712	11-31530-42400	31.12	31.12	RETIREMENT	
10/28/2025	48688	MISSIONSQUARE	6684712	11-31510-42400	495.25	495.25	RETIREMENT	
10/28/2025	48688	MISSIONSQUARE	6684712	11-31520-42400	429.20	429.20	RETIREMENT	
10/28/2025	48688	MISSIONSQUARE	6684712	12-31610-4240	605.20	605.20	RETIREMENT	
10/28/2025	48688	MISSIONSQUARE	6684712	12-31620-4240	580.88	580.88	RETIREMENT	
Total 48688:						7,275.07		
48689								PW
10/28/2025	48689	NAPA AUTO PARTS	320797	10-31150-44200	144.21	144.21	AIR FILTERS	
10/28/2025	48689	NAPA AUTO PARTS	320949	10-31140-44200	4.24	4.24	CONNECTOR	
10/28/2025	48689	NAPA AUTO PARTS	320949	11-31510-44200	7.43	7.43	CONNECTOR	
10/28/2025	48689	NAPA AUTO PARTS	320949	11-31530-44200	2.12	2.12	CONNECTOR	
10/28/2025	48689	NAPA AUTO PARTS	320949	12-31620-4420	7.43	7.43	CONNECTOR	
10/28/2025	48689	NAPA AUTO PARTS	320953	10-31140-44200	258.60	258.60	OIL DRY	

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Total 48689:						424.03		
48690								
10/28/2025	48690	NICHOLAS WELLS	OCTOBER 2	10-12001-4429	175.50	175.50	MILEAGE 11/20/24 - 12/18/24	ADMIN
10/28/2025	48690	NICHOLAS WELLS	OCTOBER 2	10-12001-43110	99.06	99.06	PER DIEM, TRANSPORT	
Total 48690:						274.56		
48691								
10/28/2025	48691	PEAC SOLUTIONS	41087487	12-31620-4525	94.45	94.45	PRINTER LEASE	ADMIN
10/28/2025	48691	PEAC SOLUTIONS	41087487	11-31510-45250	94.45	94.45	PRINTER LEASE	
10/28/2025	48691	PEAC SOLUTIONS	41087487	10-14020-4525	94.45	94.45	PRINTER LEASE	
10/28/2025	48691	PEAC SOLUTIONS	41087487	10-13010-4525	94.45	94.45	PRINTER LEASE	
10/28/2025	48691	PEAC SOLUTIONS	41087487	10-12001-4525	94.45	94.45	PRINTER LEASE	
Total 48691:						472.25		
48692								
10/28/2025	48692	PEOPLEREADY,INC.	29329600	10-31152-41400	433.01	433.01	TEMP WORKER POOL	PW
10/28/2025	48692	PEOPLEREADY,INC.	29341467	10-31152-41400	436.50	436.50	TEMP WORKER POOL	
Total 48692:						869.51		
48693								
10/28/2025	48693	PURCHASE POWER (PITNEY B	#9843 OCT 2	10-13010-4417	16.81	16.81	POSTAGE	ADMIN
10/28/2025	48693	PURCHASE POWER (PITNEY B	#9843 OCT 2	10-14020-4417	158.89	158.89	POSTAGE	
10/28/2025	48693	PURCHASE POWER (PITNEY B	#9843 OCT 2	10-22080-4417	38.19	38.19	POSTAGE	
10/28/2025	48693	PURCHASE POWER (PITNEY B	#9843 OCT 2	10-12003-4417	1.53	1.53	POSTAGE	
10/28/2025	48693	PURCHASE POWER (PITNEY B	#9843 OCT 2	10-12001-4417	55.00	55.00	POSTAGE	
10/28/2025	48693	PURCHASE POWER (PITNEY B	#9843 OCT 2	12-31620-4417	21.39	21.39	POSTAGE	
10/28/2025	48693	PURCHASE POWER (PITNEY B	#9843 OCT 2	11-31510-44170	2,311.56	2,311.56	POSTAGE	
Total 48693:						2,603.37		
ADMIN								
48694								
10/28/2025	48694	RAMON ALEJANDRO ESTRADA	1564	10-22080-4510	90.00	90.00	MANAGEMENT INFO SERVICES	ADMIN
10/28/2025	48694	RAMON ALEJANDRO ESTRADA	1564	10-12001-4510	90.00	90.00	MANAGEMENT INFO SERVICES	
10/28/2025	48694	RAMON ALEJANDRO ESTRADA	1564	10-12003-4510	90.00	90.00	MANAGEMENT INFO SERVICES	
10/28/2025	48694	RAMON ALEJANDRO ESTRADA	1564	10-14020-4510	90.00	90.00	MANAGEMENT INFO SERVICES	
10/28/2025	48694	RAMON ALEJANDRO ESTRADA	1564	11-31510-45100	90.00	90.00	MANAGEMENT INFO SERVICES	
10/28/2025	48694	RAMON ALEJANDRO ESTRADA	1564	12-31620-4510	90.00	90.00	MANAGEMENT INFO SERVICES	
10/28/2025	48694	RAMON ALEJANDRO ESTRADA	1564	11-31520-45100	90.00	90.00	MANAGEMENT INFO SERVICES	
10/28/2025	48694	RAMON ALEJANDRO ESTRADA	1564	12-31610-4510	90.00	90.00	MANAGEMENT INFO SERVICES	
10/28/2025	48694	RAMON ALEJANDRO ESTRADA	1564	10-12003-4520	150.00	150.00	BUILDING PERMIT SYSTEM	
10/28/2025	48694	RAMON ALEJANDRO ESTRADA	1564	10-14020-4520	200.00	200.00	FINANCE CONSULTING	
10/28/2025	48694	RAMON ALEJANDRO ESTRADA	1564	11-31510-45200	200.00	200.00	PW CONSULTING	
10/28/2025	48694	RAMON ALEJANDRO ESTRADA	1564	12-31620-4520	200.00	200.00	PW CONSULTING	
10/28/2025	48694	RAMON ALEJANDRO ESTRADA	1564	10-22080-4520	600.00	600.00	FIRE DEPT CONSULTING	
10/28/2025	48694	RAMON ALEJANDRO ESTRADA	1564	11-31520-45200	600.00	600.00	WTP CONSULTING	
10/28/2025	48694	RAMON ALEJANDRO ESTRADA	1564	12-31610-4520	2,400.00	2,400.00	WWTP CONSULTING	
Total 48694:						5,070.00		
PW								
48695								
10/28/2025	48695	RDO EQUIPMENT CO.	P9379743	10-31150-44300	231.74	231.74	SPACERS, BEARINGS, RETAINERS	PW
10/28/2025	48695	RDO EQUIPMENT CO.	P9391343	10-31150-44200	256.40	256.40	CYLINDER, BUSHINGS, LOCK NUTS	
10/28/2025	48695	RDO EQUIPMENT CO.	P9403343	10-31150-44200	10.17	10.17	SCREWS, LOCKING PIN	
10/28/2025	48695	RDO EQUIPMENT CO.	W7739043	10-31150-44300	6,247.53	6,247.53	LAWN MOWER REPAIRS	

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Total 48695:						6,745.84		
48696								
10/28/2025	48696	ROBERT S. NELSON AUTOMOT	15395	10-21070-4428	16.00	16.00	STOPLIGHT SWITCH	PW
10/28/2025	48696	ROBERT S. NELSON AUTOMOT	15395	10-31140-44280	9.60	9.60	STOPLIGHT SWITCH	
10/28/2025	48696	ROBERT S. NELSON AUTOMOT	15395	10-31150-44280	9.60	9.60	STOPLIGHT SWITCH	
10/28/2025	48696	ROBERT S. NELSON AUTOMOT	15395	11-31510-44280	9.60	9.60	STOPLIGHT SWITCH	
10/28/2025	48696	ROBERT S. NELSON AUTOMOT	15395	12-31620-4428	19.20	19.20	STOPLIGHT SWITCH	
Total 48696:						64.00		
48697								
10/28/2025	48697	SAND & GRAVEL INNOVATIONS,	5915	10-31140-44200	1,238.38	1,238.38	2 LOADS OF SAND	PW
Total 48697:						1,238.38		
48698								
10/28/2025	48698	SHI INTERNATIONAL CORP.	B20331504	10-31158-45200	3,703.07	3,703.07	FIREWALL UPDATES	ADMIN
10/28/2025	48698	SHI INTERNATIONAL CORP.	B20331504	11-31520-45200	1,060.69	1,060.69	FIREWALL UPDATES	
10/28/2025	48698	SHI INTERNATIONAL CORP.	B20331504	12-31610-4520	1,060.69	1,060.69	FIREWALL UPDATES	
Total 48698:						5,824.45		
48699								
10/28/2025	48699	SIMNSA HEALTH PLAN	143967	10-22080-4230	150.37	150.37	INSURANCE PREMIUM	ADMIN
10/28/2025	48699	SIMNSA HEALTH PLAN	143967	10-21070-4230	89.23	89.23	INSURANCE PREMIUM	
10/28/2025	48699	SIMNSA HEALTH PLAN	143967	10-31140-42300	175.78	175.78	INSURANCE PREMIUM	
10/28/2025	48699	SIMNSA HEALTH PLAN	143967	10-31150-42300	701.31	701.31	INSURANCE PREMIUM	
10/28/2025	48699	SIMNSA HEALTH PLAN	143967	11-31530-42300	27.62	27.62	INSURANCE PREMIUM	
10/28/2025	48699	SIMNSA HEALTH PLAN	143967	11-31510-42300	477.15	477.15	INSURANCE PREMIUM	
10/28/2025	48699	SIMNSA HEALTH PLAN	143967	11-31520-42300	283.47	283.47	INSURANCE PREMIUM	
10/28/2025	48699	SIMNSA HEALTH PLAN	143967	12-31610-4230	973.03	973.03	INSURANCE PREMIUM	
10/28/2025	48699	SIMNSA HEALTH PLAN	143967	12-31620-4230	757.16	757.16	INSURANCE PREMIUM	
10/28/2025	48699	SIMNSA HEALTH PLAN	143967	10-22080-4225	18.93	18.93	INSURANCE PREMIUM	
10/28/2025	48699	SIMNSA HEALTH PLAN	143967	10-21070-4225	10.58	10.58	INSURANCE PREMIUM	
10/28/2025	48699	SIMNSA HEALTH PLAN	143967	10-31140-42250	19.05	19.05	INSURANCE PREMIUM	
10/28/2025	48699	SIMNSA HEALTH PLAN	143967	10-31150-42250	68.70	68.70	INSURANCE PREMIUM	
10/28/2025	48699	SIMNSA HEALTH PLAN	143967	11-31530-42250	3.80	3.80	INSURANCE PREMIUM	
10/28/2025	48699	SIMNSA HEALTH PLAN	143967	11-31510-42250	46.45	46.45	INSURANCE PREMIUM	
10/28/2025	48699	SIMNSA HEALTH PLAN	143967	11-31520-42250	18.93	18.93	INSURANCE PREMIUM	
10/28/2025	48699	SIMNSA HEALTH PLAN	143967	12-31610-4225	122.50	122.50	INSURANCE PREMIUM	
10/28/2025	48699	SIMNSA HEALTH PLAN	143967	12-31620-4225	71.96	71.96	INSURANCE PREMIUM	
Total 48699:						4,016.02		
48700								
10/28/2025	48700	SUNBELT RENTALS	175065452-0	10-31140-44200	498.34	498.34	GENERATOR	PW
10/28/2025	48700	SUNBELT RENTALS	175065452-0	10-31150-44200	498.34	498.34	GENERATOR	
10/28/2025	48700	SUNBELT RENTALS	175065452-0	11-31510-44200	498.35	498.35	GENERATOR	
10/28/2025	48700	SUNBELT RENTALS	175065452-0	12-31620-4420	498.35	498.35	GENERATOR	
10/28/2025	48700	SUNBELT RENTALS	175065857-0	11-31520-44200	1,993.38	1,993.38	GENERATOR	
Total 48700:						3,986.76		
48701								
10/28/2025	48701	VISION SERVICE PLAN	823890877	10-13010-4225	12.39	12.39	INSURANCE PREMIUM	ADMIN
10/28/2025	48701	VISION SERVICE PLAN	823890877	10-12001-4225	40.05	40.05	INSURANCE PREMIUM	
10/28/2025	48701	VISION SERVICE PLAN	823890877	10-14020-4225	16.52	16.52	INSURANCE PREMIUM	
10/28/2025	48701	VISION SERVICE PLAN	823890877	10-12003-4225	20.23	20.23	INSURANCE PREMIUM	


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10/28/2025	48701	VISION SERVICE PLAN	823890877	10-22080-4225	37.17	37.17	INSURANCE PREMIUM	
10/28/2025	48701	VISION SERVICE PLAN	823890877	10-21070-4225	3.10	3.10	INSURANCE PREMIUM	
10/28/2025	48701	VISION SERVICE PLAN	823890877	10-31140-42250	12.02	12.02	INSURANCE PREMIUM	
10/28/2025	48701	VISION SERVICE PLAN	823890877	10-31150-42250	50.73	50.73	INSURANCE PREMIUM	
10/28/2025	48701	VISION SERVICE PLAN	823890877	11-31530-42250	3.72	3.72	INSURANCE PREMIUM	
10/28/2025	48701	VISION SERVICE PLAN	823890877	11-31510-42250	50.24	50.24	INSURANCE PREMIUM	
10/28/2025	48701	VISION SERVICE PLAN	823890877	11-31520-42250	32.21	32.21	INSURANCE PREMIUM	
10/28/2025	48701	VISION SERVICE PLAN	823890877	12-31610-4225	57.40	57.40	INSURANCE PREMIUM	
10/28/2025	48701	VISION SERVICE PLAN	823890877	12-31620-4225	60.24	60.24	INSURANCE PREMIUM	
Total 48701:						396.02		
48702								
10/28/2025	48702	VISUAL EDGE IT, INC.	24AR305026	10-13010-4416	30.11	30.11	PRINTER	ADMIN
10/28/2025	48702	VISUAL EDGE IT, INC.	24AR305026	10-12001-4416	30.11	30.11	PRINTER	
10/28/2025	48702	VISUAL EDGE IT, INC.	24AR305026	10-14020-4416	30.11	30.11	PRINTER	
10/28/2025	48702	VISUAL EDGE IT, INC.	24AR305026	12-31620-4416	30.12	30.12	PRINTER	
10/28/2025	48702	VISUAL EDGE IT, INC.	24AR305026	11-31510-44160	30.12	30.12	PRINTER	
Total 48702:						150.57		
48703								
11/04/2025	48703	ACE HARDWARE	F43224	10-22080-4420	15.07	15.07	LED LIGHTS	PW
11/04/2025	48703	ACE HARDWARE	F43243	10-31150-44210	44.16	44.16	PICKUP TOOL	FIRE DEPT
11/04/2025	48703	ACE HARDWARE	F43585	10-22080-4420	41.56	41.56	NOZZLES	
11/04/2025	48703	ACE HARDWARE	F43805	10-21070-4420	48.48	48.48	FOOD FOR DOG POUND	
11/04/2025	48703	ACE HARDWARE	F43917	10-31150-44200	14.20	14.20	BATTERIES	
11/04/2025	48703	ACE HARDWARE	F43926	10-31150-44210	23.68	23.68	SAW BLADES	
11/04/2025	48703	ACE HARDWARE	F44041	10-31158-44200	37.68	37.68	BATTERIES	
11/04/2025	48703	ACE HARDWARE	F44130	11-31510-44200	61.18	61.18	PLIERS	
11/04/2025	48703	ACE HARDWARE	F44130	12-31620-4420	61.17	61.17	PLIERS	
11/04/2025	48703	ACE HARDWARE	F44307	10-31140-44200	67.16	67.16	METAL CUTTING WHEELS	
11/04/2025	48703	ACE HARDWARE	F44316	10-22080-4420	66.69	66.69	FIRE DEPT SUPPLIES	
11/04/2025	48703	ACE HARDWARE	F44413	10-31150-44200	36.58	36.58	HOSE, RISER, GEAR DRIVE	
11/04/2025	48703	ACE HARDWARE	F44584	12-31620-4420	17.23	17.23	PADLOCK	
11/04/2025	48703	ACE HARDWARE	F44600	10-31150-44200	9.69	9.69	HAND BULB PANTERS	
Total 48703:						544.53		
48704								
11/04/2025	48704	ACE UNIFORMS OF SAN DIEGO	SD0244099	10-22080-4314	165.99	165.99	SHIRT	FIRE DEPT
Total 48704:						165.99		
48705								
11/04/2025	48705	APPLIED INDUSTRIAL TECHNO	7033245037	12-31610-4420	258.40	258.40	GLOVES	PW
Total 48705:						258.40		
48706								
11/04/2025	48706	BABCOCK LABORATORIES, INC	CJ51330-227	12-31610-4430	196.94	196.94	TOTAL NITROGEN PACKAGE	
11/04/2025	48706	BABCOCK LABORATORIES, INC	CJ51497-227	12-31610-4430	183.32	183.32	BIOCHEMICAL OXYGEN DEMAND	
11/04/2025	48706	BABCOCK LABORATORIES, INC	LJ50055-227	12-31610-4430	33.44	33.44	E.COLI LAB ANALYSIS	
Total 48706:						413.70		
48707								
11/04/2025	48707	BAJA DESERT TIRE	S21-27900	10-31140-44300	5.00	5.00	FLAT REPAIR	PW
11/04/2025	48707	BAJA DESERT TIRE	S21-27900	11-31510-44300	10.00	10.00	FLAT REPAIR	
11/04/2025	48707	BAJA DESERT TIRE	S21-27900	12-31620-4430	10.00	10.00	FLAT REPAIR	

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11/04/2025	48707	BAJA DESERT TIRE	S21-27923	11-31510-44300	90.00	90.00	FLAT REPAIR	
Total 48707:						115.00		
								PW
48708								
11/04/2025	48708	BAVCO	361787	11-31530-44200	123.60	123.60	TEST KIT CALIBRATION CHECK	
Total 48708:						123.60		
								PW
48709								
11/04/2025	48709	BOOT BARN, INC.	INV0053521	12-31610-4314	185.10	185.10	LUIS AYON BOOTS	
Total 48709:						185.10		
								PW
48710								
11/04/2025	48710	CONTROL SYSTEMS ENGINEE	2025-1028	12-31610-4420	11,309.25	11,309.25	TROJAN UV SYSTEM MATERIALS	
11/04/2025	48710	CONTROL SYSTEMS ENGINEE	2025-1028	12-31610-4430	15,311.39	15,311.39	TROJAN UV SYSTEM LABOR	
Total 48710:						26,620.64		
								PW
48711								
11/04/2025	48711	FERNANDO RUIZ, INC.	171777	10-31150-43150	105.00	105.00	SAFETY SERVICES	
11/04/2025	48711	FERNANDO RUIZ, INC.	171777	11-31510-43150	105.00	105.00	SAFETY SERVICES	
11/04/2025	48711	FERNANDO RUIZ, INC.	171777	12-31620-4315	105.00	105.00	SAFETY SERVICES	
11/04/2025	48711	FERNANDO RUIZ, INC.	171777	11-31520-43150	105.00	105.00	SAFETY SERVICES	
11/04/2025	48711	FERNANDO RUIZ, INC.	171777	12-31610-4315	105.00	105.00	SAFETY SERVICES	
Total 48711:						525.00		
								PW
48712								
11/04/2025	48712	LA BRUCHERIE IRRIGATION SU	312606C	12-31610-4420	398.60	398.60	IRRIGATION SUPPLIES	
11/04/2025	48712	LA BRUCHERIE IRRIGATION SU	312794C	10-31150-44200	639.15	639.15	ADAPTERS, VALVES	
11/04/2025	48712	LA BRUCHERIE IRRIGATION SU	312862C	10-31150-44200	360.87	360.87	IRRIGATION SUPPLIES	
Total 48712:						1,398.62		
								PW
48713								
11/04/2025	48713	METRON - FARNIER	992408080	11-31530-47950	29,500.67	29,500.67	METER, REGISTER, ANTENNAS	
Total 48713:						29,500.67		
								PW
48714								
11/04/2025	48714	NAPA AUTO PARTS	321029	10-31158-44200	275.67	275.67	BATTERIES	
11/04/2025	48714	NAPA AUTO PARTS	321034	10-31140-44200	7.36	7.36	FUEL FILTER, COPPER SPARK	
11/04/2025	48714	NAPA AUTO PARTS	321034	10-31150-44200	7.35	7.35	FUEL FILTER, COPPER SPARK	
11/04/2025	48714	NAPA AUTO PARTS	321042	11-31510-44210	53.32	53.32	PLIERS	
11/04/2025	48714	NAPA AUTO PARTS	321042	12-31620-4421	53.32	53.32	PLIERS	
11/04/2025	48714	NAPA AUTO PARTS	321104	10-31140-44210	37.70	37.70	STRAP WRENCH	
Total 48714:						434.72		
								PW
48715								
11/04/2025	48715	NAUTILUS	NAU2508043	11-31520-44301	4,800.00	4,800.00	WATER ANALYSIS	
11/04/2025	48715	NAUTILUS	NAU2510032	11-31520-44301	4,800.00	4,800.00	WATER ANALYSIS	
11/04/2025	48715	NAUTILUS	NAU2510036	11-31520-44301	1,530.00	1,530.00	WATER ANALYSIS	
Total 48715:						11,130.00		
								PW
48716								
11/04/2025	48716	PRIMO BRANDS	05J87302777	10-22080-4420	234.64	234.64	FIRE DEPT WATER	

Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	Description
Total 48716:						234.64	
48717							
11/04/2025	48717	TARGETSOLUTIONS LEARNING	INV124505	10-22080-4313	214.40	214.40	TRAINING PLATFORM
11/04/2025	48717	TARGETSOLUTIONS LEARNING	INV130074	10-22080-4313	214.40	214.40	TRAINING PLATFORM
Total 48717:						428.80	
48718							
11/04/2025	48718	UNDERGROUND SERVICE ALE	1020250343	10-31140-44300	36.00	36.00	DIG ALERT FEES
Total 48718:						36.00	
48719							
11/04/2025	48719	WAXIE SANITARY SUPPLY	83605546	10-22080-4420	67.76	67.76	TOILET PAPER
Total 48719:						67.76	
Grand Totals:						165,655.39	

City of Holtville

REPORT TO COUNCIL

MEETING DATE:	11/10/25
ITEM NUMBER	3 a
Approvals	CITY MANAGER 
	FINANCE MANAGER
	CITY ATTORNEY

DATE ISSUED: November 7, 2025

FROM: Nick Wells, City Manager

SUBJECT: *Resolution No. 25-31 Requesting \$114,624 in Additional State COPS "Growth" Funding Held by the County of Imperial for the 2024-25 Fiscal Year*

ISSUE:

Shall the City Council approve Resolution No. 25-31, authorizing the request of additional 'growth' funding allocated to the City for the 2024-25 Fiscal Year through the State of California's Citizen Option for Public Safety ("COPS") Program to provide frontline police services?

DISCUSSION:

The City must resolve annually to appropriate funds from the State's COPS program, which are allocated to Holtville to provide frontline police services. As in past years, it is recommended that the request be made to offset "law enforcement officer salaries."

In addition to the standard annual allocation of \$100,000 previously requested for the 2024-25 fiscal year, the Imperial County Executive Office, which administers the State's COPS funding regionally, has notified the City that additional 'growth' funding for that fiscal year in the amount of \$114,624.46 is now available to be claimed. As with the City's initial allotment, the funds must be requested via resolution and a letter sent to the Imperial County Executive Office to that effect.

FISCAL IMPACT:

Receipt of \$114,624.46, to be used to offset frontline police service expenditures from 2024-25

CITY MANAGER RECOMMENDED ACTION:

It is recommended that the resolution be adopted and the additional funds be requested.

ALTERNATIVE:

Not to adopt the Resolution and forego receipt of these funds.

**CITY OF HOLTVILLE
RESOLUTION NO. 25-31**

**A RESOLUTION OF THE HOLTVILLE CITY COUNCIL APPROVING A REQUEST
FOR THE APPROPRIATION OF ADDITIONAL FUNDS ALLOCATED TO THE CITY
FOR FISCAL YEAR 2024-25 BY THE STATE OF CALIFORNIA UNDER THE
CITIZEN OPTION FOR PUBLIC SAFETY ("COPS") PROGRAM
TO PROVIDE FOR FRONTLINE POLICE SERVICES**

WHEREAS, the program known as the Citizens Option for Public Safety ("COPS"), allocates funds to local agencies to be used for front line law enforcement services; and

WHEREAS, the Imperial County Executive Office has received additional "growth" funding under the COPS Program for the 2024-25 fiscal year; and

WHEREAS, the City of Holtville has been allocated an additional \$114,624.46 in State COPS Grant funding over and above the \$100,000 previously received; and

WHEREAS, the Imperial County Executive Office requires Council action and a letter requesting the disbursement the funding; and

WHEREAS, the funding of law enforcement officer salaries to provide patrols in and around schools and the business districts promotes and maintains safety for children and the general public; and

**NOW, THEREFORE, THE HOLTVILLE CITY COUNCIL DOES HEREBY
RESOLVE, DETERMINE AND ORDAIN AS FOLLOWS:**

1. That the City of Holtville hereby requests disbursement of the additional growth funds for Fiscal Year 2024-25 allocated under the State COPS Grant Program in the amount of \$114,624.46.
2. That the funds are hereby designated to offset expenditures incurred that are allowable under AB 3229 of 1996 to fund law enforcement officer salaries.
3. That the foregoing is true, correct and adopted.

PASSED, APPROVED AND ADOPTED by Holtville City Council at a regular meeting held on this 10th day of November, 2025, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Attest:

Yvette Rios, City Clerk

Mike Goodsell, Mayor

City of Holtville

REPORT TO COUNCIL

DATE ISSUED: November 10, 2025

FROM: Nick Wells, City Manager

SUBJECT: **Resolution 25-32** *Authorizing an Energy Service Contract with SitelogiQ to Implement Energy Efficiency Modifications and Solutions to City Buildings & Facilities*

ISSUE:

Shall the City Council approve Resolution No. 25-32, authorizing an agreement with SitelogiQ for energy conservation services for the City facilities as defined by the Energy Service Contract?

DISCUSSION:

Over past several years, the State of California has passed various pieces of legislation that requires residents and entities to take measures to adopt clean energy procedures and encourage “greener” buildings, public installations and spaces. The City of Holtville has done minimal activity in moves toward compliance.

Several months ago, staff began discussions with SitelogiQ, an engineering firm that specializes in analyzing energy usage, designing programs to streamline energy usage, while maximizing the ability to procure government funding to install energy-saving devices and alternative sources of electricity. Presentations were given to Council in March, then again in June.

It is hoped that after this phase, there is potential for future utilization of their services in conjunction with the Public Safety complex. It is obviously necessary to make some inroads to energy efficiency in its construction, however, discussion regarding solar car shades and EV car chargers has long been in the mix, one of their areas of specialty. If engaged for the current project, SitlogiQ would be well-positioned to participate in the construction of those types of applications during and after construction of the facility.

SitelogiQ’s initial analysis of the City’s energy usage focused on the Water Plant, Sewer Plant, Chamber of Commerce building and sports field lighting. It produced multiple scenarios that demonstrate substantial potential savings. In each of the potential scenarios, the City would have a nominal initial investment that would quickly turn into savings from lowered IID energy bills. Again, these are preliminary estimates that need more edification.

After the Council authorized a more substantive evaluation of the City’s needs and potential for savings, a more extensive analysis was developed demonstrating potential for substantial savings. A prospectus demonstrating those savings was presented to Council in October and authorization was given to proceed with a project.

The bulk of the savings from the proposed measures will be from the installation of solar arrays at both the Water and Wastewater Plants, however, there are multiple buildings that will be retrofitted with LED lighting. Additional LED lighting will also be installed at Samaha Park.

To move forward, the public hearing on the current agenda is required. An additional public hearing is upcoming for the funding component.

FISCAL IMPACT:

If the presented assumptions are correct, there will be no cash outlay for the life of the project beyond current and projected expenditure levels for energy consumption. Should the City choose to NOT move forward, there will be a breakage fee of \$32,000, due to the fact that the project was shown to be viable and financially beneficial.

ALTERNATIVES

- 1) Authorize execution of the agreement.***
- 2) Choose not to pursue the project at this time, triggering the breakage fee.***
- 3) Direct staff to work with other vendors to examine this area, also triggering the fee.***
- 4) Give staff alternate direction.***

CITY MANAGER RECOMMENDATION:

The City Manager recommends that the agreement be authorized.

**HOLTVILLE CITY COUNCIL
RESOLUTION NO. 25-31**

**A RESOLUTION OF THE HOLTVILLE CITY COUNCIL ADOPTIZING CERTAIN
FINDINGS AND AUTHORIZING AN ENERGY SERVICES CONTRACT WITH SITELOGIQ**

WHEREAS, California Government Code Section 4217.10 to 4217.18, authorizes the City Council to enter into an Energy Services Contract for the implementation of energy related improvements if the City Council finds that it is in the best interest of the City to do so; and

WHEREAS, City staff and the City Council have examined findings and a proposal by SitelogiQ that demonstrate that the anticipated cost to the City for electrical energy, mobility, and conservation services provided under a proposed Energy Service Contract with their firm will be less than the anticipated marginal cost to the City of electrical, mobility or other energy that would have been consumed by the City in absent of those purchases; and

WHEREAS, the proposed Energy Service Contract by and between the City and SitelogiQ for the implementation of certain energy measures whose cost to the City such for thermal or electrical energy or conservation services provided under the Energy Service Contract will be less than the anticipated marginal cost to the City of thermal, electrical, or other energy that would have been consumed by the City in absent of the implementation of the improvements under the Energy Service Contract.

WHEREAS, proposed financing is being finalized that will require zero outlay of capital in the short term, and no cash infusion beyond current and projected expenditure levels for energy consumption over the useful life of the improvements, in fact demonstrating a significant cash savings over that time; and

**NOW, THEREFORE, THE HOLTVILLE CITY COUNCIL DOES HEREBY
RESOLVE, DETERMINE AND AUTHORIZE AS FOLLOWS:**

1. That the City Council finds that the proposed Energy Service Contract by and between the City and SitelogiQ should result in significant savings and is in the best interest of the City to enter into such an agreement.
2. That the City Council hereby declares its intention to enter into the proposed agreement with SitelogiQ for energy conservation services for the City facilities as defined by the Energy Services Contract.
3. Delegates and authorizes the City Manager to sign, execute and submit any necessary documents to enter into this agreement.
4. That the foregoing is true, correct and adopted.

PASSED, APPROVED AND ADOPTED by Holtville City Council at a regular meeting held on this 10th day of November, 2025, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

4217 ENERGY SERVICES MASTER AGREEMENT

by and between

City of Holtville

and

SitelogIQ, Inc

1651 Response Road, Suite 300

Sacramento, California 95815

CA Contractor License #: 1054171

November 10, 2025

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DRAFT

ENERGY SERVICES AGREEMENT

This ENERGY SERVICES AGREEMENT ("Agreement"), dated as of November 10, 2025, ("Effective Date"), is by and between City of Holtville, a California city, organized and existing under the laws of the State of California ("Owner") and SitelogIQ, Inc, a Delaware corporation ("Contractor") (each a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, Owner wishes to reduce energy consumption and operational expenses through the installation of energy conservation and energy generation technologies;

WHEREAS, California Government Code § 4217.10 et seq. authorizes a city to enter into agreements, contracts and related documents with private sector entities for developing energy generation and conservation projects upon Owner's finding that the anticipated costs for such services provided under this Agreement, together with any financing costs, will be less than the anticipated marginal energy costs to Owner;

WHEREAS, Owner has assigned specific areas on Owner properties (each one, a "Site") on which the energy generation and conservation measures (each one, a "System") will be constructed;

WHEREAS, Owner wants to engage Contractor, and Contractor desires to provide the design, procurement, and installation of the Systems at each Site all in accordance with the terms and conditions set forth in this Agreement;

WHEREAS, Contractor is a full-service energy services company with the technical capabilities to provide services to the Owner, including, but not limited to, energy and energy system auditing, engineering, design, procurement, construction management, installation, construction, financing, training, monitoring and verification, maintenance, operation, and repair;

WHEREAS, Owner may issue additional work orders from time to time to complete such energy or related projects as long as the project meets the requirements of California Government Code 4217.10 et seq. and does not exceed the Contract Price; and

WHEREAS, Owner's Governing Board, after holding a hearing at a regularly scheduled public hearing and after having provided two weeks advanced notice of such hearing, made all findings requires by Government Code section § 4217.12 for the Owner to enter into this Agreement;

NOW THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. DEFINITIONS.

Unless otherwise required by the context in which any term appears: (a) capitalized terms used in this Agreement shall have the respective meanings set forth in Exhibit A; (b) the singular shall include the plural and vice versa; (c) the word "including" shall mean "including, without limitation," (d) references to "Sections" and "Exhibits" shall be to sections and exhibits of this Agreement; (e) the words "herein", "hereof" and "hereunder" shall refer to this Agreement as a whole and not to any particular section or subsection; and (f) references to this Agreement shall include a reference to all attached Exhibits, as the same may be amended, modified, supplemented or replaced from time to time.

2. CONTRACTOR CERTIFICATIONS

This Agreement includes the following contractor certifications, the forms of which are attached in Exhibit B, which must be completed by Contractor prior to commencement of the work on the Systems:

- 2.1. Drug-Free Workplace / Tobacco-Free Environment Certification (Exhibit B-1)
- 2.2. Asbestos & Other Hazardous Materials Certification (Exhibit B-2)
- 2.3. Iran Contracting Act Certification (Exhibit B-3)
- 2.4. Workers Compensation Certificate (Exhibit B-4)
- 2.5. Prevailing Wage Certification (Exhibit B-5)
- 2.6. Payment Bond (Exhibit B-6)
- 2.7. Performance Bond (Exhibit B-7)
- 2.8. Non-Collusion Declaration (Exhibit B-8)

3. GENERAL

3.1. Scope of Work

- (a) Contractor shall furnish to Owner energy efficiency upgrades and the engineering, design, procurement, construction management, installation, construction, monitoring, and commissioning of energy generation systems installed at various sites (collectively, the upgrades and Systems shall be referred to as the "Project").
- (b) Operations and maintenance are not a part of this Agreement. Owner shall enter into a separate contract for operations and maintenance with Contractor prior to Substantial Completion of the Work.
- (c) Project will be executed by individual Work Orders, detailed in Exhibit C ("Work").
- (d) Work shall be performed in accordance with this Agreement and Exhibits attached hereto.

- (e) If applicable, construction work shall not commence at the Site prior to DSA approval of the Project plans.

3.2. Contract Price

- (a) Contract Price. Subject to adjustments and/or the issuance of additional of Work Orders as set forth in this Agreement, Contractor agrees to perform the Work for the price as defined in each Work Order ("Work Order Price") as detailed in Exhibit C. The total value of this Agreement is the summation of the Work Order Prices ("Contract Price").
 - (i) Payment of each Work Order Price shall be made in compliance with the process described in Exhibit C.

3.3. Protective Measures

- (a) Contractor shall be responsible for all injury or damage to individuals or property that may occur as a result of its fault or negligence, or that of its Subcontractors, in connection with the performance of the Work.
- (b) Contractor shall take all reasonably necessary precautions for the safety of its employees and any and all other individuals present on the Site where the System is located and prevent accidents or injury to individuals on, about, or adjacent to the premises where the Work is being performed.
- (c) Contractor shall keep the relevant part of the Site where the System is located and surrounding areas free from accumulation of waste materials or rubbish caused by the Work, and at the end of each Day that the Contractor performs the Work, Contractor shall remove any debris, store such debris in containers at its sole expense, and leave the Site in a clean and orderly condition. Upon Final Completion, Contractor shall remove from the relevant part of the Site where the System is located all waste materials, rubbish, debris, debris containers, tools, Equipment, machinery and surplus materials from the Site and leave the Site in a clean and orderly condition.

3.4. Prevailing Wage

- (a) California Labor Code. Contractor shall comply with all applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1-5, including (without limitation) the payment of the general prevailing per diem wage rates for public work projects as required by law. In addition, Contractor and each Subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, commencing with Section 1720, and including Sections 1735, 1777.5 and 1777.6 forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or Subcontractor.
- (b) Davis-Bacon Act. If Work under this Agreement is financed partially with federal funds, to the extent required by such financing, Contractor shall also comply with all applicable provisions of the Davis-Bacon Act (40 U.S.C. 3141-48). Specifically, those provisions found at Title 29 CFR 5.5 requiring Contractor to pay the laborers and mechanics employed on the Project, on a weekly basis, no less than the wages and benefits that are prevailing in the area as determined by the Secretary of Labor.

- (c) Certified Payroll Records. This Project is subject to the requirements of Subchapter 4.5 of Chapter 8 of Title 8 of the California Code of Regulations. Contractor and all subcontractors must furnish certified payroll records to the Department of Industrial Relations' Compliance Monitoring Unit at least monthly, or within 10 days of any separate request by the Compliance Monitoring Unit, in the manner required by the Compliance Monitoring Unit.
- (d) Payment Withholding. Pursuant to 8 CCR 16463(e), the Owner may withhold contract payments when payroll records are delinquent or inadequate or as required by the Labor Commissioner. The amount withheld shall be limited to those payments due or estimated to be due to the Contractor or Subcontractor whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Commissioner has reasonable cause to believe may be needed to cover a back wage and penalty assessment against the Contractor or Subcontractor whose payroll records are delinquent or inadequate; provided that the Contractor shall be required in turn to cease all payments to a Subcontractor whose payroll records are delinquent or inadequate until the Labor Commissioner provides notice that the Subcontractor has cured the delinquency or deficiency.
- (e) Site Access. Contractor shall provide site access to Department of Industrial Relations personnel upon request.
- (f) Prevailing Wage Notice. On each job site that is subject to compliance monitoring and enforcement by the Department of Industrial Relations, the Contractor shall post at appropriate, conspicuous, weatherproof points at the site the Notice of Projects Subject to Requirements of Subchapter provided in Title 8, section 16451(d) of the California Code of Regulations.
- (g) Prevailing Rate Penalty. Contractor shall, as a penalty, forfeit not less than Two Hundred Dollars (\$200.00) to the Owner for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the Department of Industrial Relations for such work or craft in which such worker is employed for the Work by the Contractor or by any Subcontractor, of any tier, in connection with the Work. Pursuant to California Labor Code §1775, the difference between prevailing wage rates and the amount paid to each worker each calendar day, or portion thereof, for which each worker paid less than the prevailing wage rate, shall be paid to each worker by Contractor.

3.5. Unanticipated Conditions

Contractor will conduct a full and complete visual inspection of each Site, including (a) the readily apparent surface conditions of any areas where a System will be installed in or on the ground, including areas where utilities are located such as manhole covers, pull boxes, marked underground service areas, etc., (b) all staging, storage, delivery, and other areas necessary to perform the Work, (c) ingress to and egress from each Site for all supplies, personnel and Equipment, and (d) all as-built drawings, Site layout, easement and other documentation provided by Owner to Contractor as set forth in Exhibit C and Exhibit G. Upon request, Contractor will provide documentation associated with the inspection to Owner, including all findings. If any conditions exist, arise, or are discovered at the Sites that differ materially from: (i) the information contained in the documents referenced in Exhibit C and Exhibit G, (ii) the assumption that the soils at the Sites have an allowable vertical bearing pressure of 2,000 psf and a lateral bearing pressure

of 300 psf/ft below natural grade, or (iii) those conditions that Contractor discovered or should have reasonably discovered based on the inspections set forth in the first sentence of this Section 2.4, including without limitation, conditions related to Hazardous Materials or archeological findings, soils conditions, or subsurface obstructions of which Contractor was not aware on the date of this Agreement or could not reasonably be expected to anticipate based on the inspection described above, and such conditions involve the incurrence by Contractor of any material expenses to correct or accommodate such conditions (hereinafter, "Unanticipated Condition"), Contractor shall submit a request for approval of a Change Order and payment of the related expenses to Owner. Owner and Contractor may mutually agree to reduce portions of the Work to offset the Change Order request to comply with Owner budget limits.

3.6. Labor

Contractor shall be responsible for all Contractor labor-related delays or disruption of the progress of the Work that result from Contractor's acts or omissions. Contractor shall promptly take any and all reasonable steps that may be available in connection with the resolution of violations of collective bargaining agreements or labor jurisdictional disputes. Contractor shall advise Owner promptly in writing of any actual or threatened labor dispute of which Contractor has knowledge that might materially affect the performance of the Work by Contractor or by any of its Subcontractors. Contractor shall not be responsible for labor disputes, including union related strikes, walkouts, and lockouts outside of Contractor's control.

3.7. Insurance

- (a) Contractor and Owner, at their own expense, shall procure or cause to be procured and maintain or cause to be maintained in full force and effect at all times commencing no later than commencement of the Work at the Site and until Final Completion, all insurance coverage specified in Exhibit E.
- (b) Owner and any lenders to the Owner shall be added as additional insureds under the commercial general liability, automobile liability and umbrella/excess liability insurance procured and maintained by Contractor in connection with the Work. Contractor shall not add Owner or any lender as additional insureds under its worker's compensation insurance policy.
- (c) Each Party shall furnish current certificates indicating that the insurance required under this Agreement is being maintained. Each Party's certificate shall contain a provision whereby the insurer agrees to give the other Party thirty (30) days (or ten (10) days in the event of failure to pay premiums) written notice before the insurance is cancelled.

3.8. Performance of the Work

- (a) Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for all methods, techniques, sequences and procedures, and shall coordinate all portions of the Work. Owner will deal only through Contractor, who shall be responsible for the proper execution of the entire Work. In performing any professional services, Contractor shall perform such services with the care and skill ordinarily

used by members of the subject profession practicing under similar circumstances at the same time in the same locality.

- (b) Contractor agrees to use and agrees that it shall require each of its Subcontractors to use, only personnel who are qualified and properly trained and who possess every license, permit, registration, certificate or other approval required by Applicable Law or any Governmental Authority to enable such Persons to perform their Work involving any part of Contractor's obligations under this Agreement.
- (c) Contractor agrees that all materials and Equipment to be supplied or used by Contractor or its Subcontractors in the performance of its obligations under this Agreement shall be new (if being incorporated into the System) or in good operating condition (if not being incorporated into the System) and fit for the use(s) for which they are employed by Contractor or its Subcontractors. Such materials and Equipment shall at all times be maintained, inspected and operated pursuant to Industry Standards and as required by Applicable Law. Contractor further agrees that all licenses, permits, registrations and certificates or other approvals required by Applicable Law or any Governmental Authority will be procured and maintained for such materials and Equipment at all times during the use of the same by Contractor or its Subcontractors in the performance of any of Contractor's obligations under this Agreement.

3.9. Hazardous Materials

- (a) Contractor hereby specifically agrees to indemnify, defend and hold Owner, their present and future Board members, administrators, employees, agents, representatives, successors and assigns harmless from and against any and all losses, liabilities, claims, demands, damages, causes of action, fines, penalties, costs and expenses (including, but not limited to, all reasonable consulting, engineering, attorneys' or other professional fees) up to the amount referenced in Section 7.4(b) of this Agreement, that they may incur or suffer by reason of:
 - (i) any release of a Hazardous Material brought on to the Site by Contractor; and
 - (ii) any disturbance or release of pre-existing Hazardous Materials caused by Contractor's sole negligence, provided the Owner made Contractor aware of such pre-existing Hazardous Materials; and
 - (iii) Any enforcement or compliance proceeding commenced by or in the name of any Governmental Authority because of an alleged, threatened or actual violation of any Applicable Law by Contractor.
- (b) Owner hereby specifically agrees to indemnify, defend and hold Contractor, its present and future direct or indirect parents, subsidiaries, affiliates, divisions, and their respective directors, officers, employees, shareholders, agents, representatives, successors and assigns harmless from and against any and all losses, liabilities, claims, demands, damages, causes of action, fines, penalties, costs and expenses (including, but not limited to, all reasonable consulting, engineering, attorneys' or other professional fees), that they may incur or suffer by reason of:
 - (i) any release of a Hazardous Material brought on to the Site by Owner, Owner Representative, or Owner's contractors on other projects;

- (ii) any pre-existing Hazardous Material that through Owner's negligence, are released or distributed at the Site, with the exception of pre-existing Hazardous Material released or disturbed at the Site through Contractor's negligence;
- (iii) any enforcement or compliance proceeding commenced by or in the name of any Governmental Authority because of an alleged, threatened or actual violation of any Applicable Law by Owner or Owner Representative; and
- (iv) any action reasonably necessary to abate, remediate or prevent a violation or threatened violation of any Applicable Law by Owner or Owner Representative.

3.10. Suspension of the Work

- (a) If Contractor does not receive payment of any undisputed invoices submitted in accordance with Section 4.2, Contractor shall have the right, upon not less than fifteen (15) days written notice, to suspend the Work under this Agreement. Contractor shall be entitled to compensation for all undisputed amounts under this Agreement. If Owner issues full payment of the undisputed invoice within fifteen (15) days of written notice of intention to suspend, the notice of intention to suspend shall have no further force or effect and Contractor shall continue to perform the services hereunder as if the notice of intention to suspend had not been given. In the event of any such suspension, Contractor shall be entitled to request (i) an extension of the deadlines of this Agreement for the same period of the suspension, and (ii) the reimbursement of the additional costs and expenses, if any, reasonably incurred and substantiated by Contractor (provided Contractor undertakes reasonable efforts to mitigate such costs and expenses) in protecting, securing or insuring the Work, the delay resulting from such suspension, and in resumption of the Work. If a suspension of the Work under this Section 3.10(a) continues for more than two (2) months, Contractor shall be entitled to, at its sole discretion, terminate this Agreement.
- (b) Owner may suspend the Work temporarily at its discretion. In the event of any such suspension, Contractor shall be entitled to request (i) an extension of the deadlines of this Agreement for the same period of the suspension, and (ii) the reimbursement of the additional costs and expenses, if any, reasonably incurred and substantiated by Contractor (provided Contractor undertakes reasonable efforts to mitigate such costs and expenses) in protecting, securing or insuring the Work, the delay resulting from such suspension, and in resumption of the Work. If a suspension of the Work under this Section 3.10(b) continues for more than six (6) months, Contractor shall be entitled, at its sole discretion, to terminate this Agreement.
- (c) After the resumption of the performance of the Work, Contractor shall, after due notice to Owner, examine the Work affected by the suspension. Contractor shall make good any defect, deterioration or loss of the construction or the Work affected that may have occurred during the suspension period. Costs properly incurred by Contractor (including but not limited to demobilization and mobilization costs, insurance fees, and repair cost) shall be added to the Work Order Price, so long as the suspension did not arise due to any sole act, omission, or default on the part of Contractor.

3.11. Taxes

The Work Order Price includes (and Contractor assumes exclusive liability for and shall pay before delinquency) all federal, state or local sales, use, value added, excise and other taxes, charges or contributions imposed on, or with respect to all Equipment and Contractor's services contemplated by this Agreement, provided that Owner shall pay and have exclusive liability with respect to any taxes payable with respect to Owner's income. Contractor shall hold harmless, indemnify and defend Owner, together with any and all its governing board, administrators, agents and employees from any liability, penalty, interest and expense by reason of Contractor's failure to pay such taxes, charges or contributions. Contractor and Owner shall cooperate with each other to minimize the tax liability of both Parties to the extent legally permissible.

3.12. Liens

Contractor warrants good title, free and clear of all liens, claims, charges, security interests, and encumbrances whatsoever, to all Equipment and other items furnished by it or any of its Subcontractors that become part of the System to the extent payment therefore has been received by Contractor from Owner.

3.13. Compliance with Applicable Laws

- (a) Contractor specifically agrees that it shall at all times fully comply with Applicable Laws and that it shall perform the Work in accordance with the Applicable Laws. Notwithstanding the foregoing, Contractor's responsibility for any environmental liabilities shall be governed by Section 3.9.
- (b) Owner specifically agrees that in the performance of its obligations under this Agreement it shall at all times fully comply with Applicable Laws.

3.14. Environmental Attributes, Incentives, and Energy Credits

- (a) Contractor acknowledges that Owner shall retain all rights and interests to the performance based incentive payments made under the California Solar Initiative.
- (b) Owner acknowledges that Contractor shall own, and may assign or sell in its sole discretion, all rights, title, and interest associated with or resulting from the development, construction, installation and ownership of the System or the production, sale, purchase or use of the energy output including, without limitation:
 - (i) All Environmental Incentives arising from the Environmental Attributes associated with the System;
 - (ii) The reporting rights and exclusive rights to claim that: (i) the energy output was generated by the System (except as stated in paragraph (a)), (ii) Contractor is responsible for the reductions in emissions of pollution and greenhouse gases resulting from the System, (iii) Contractor is entitled to all credits, certificates, registrations, etc., evidencing or representing any of the foregoing;

- (iii) All carbon reduction tonnage as defined under the Climate Action Reserve or similar definition as enacted by the State of California or the U.S. Federal Government ("Carbon Credits");
 - (iv) All "renewable energy credits" (as such term is defined in Section 399.12(h)(2) of the California Public Utilities Code);
 - (v) All Environmental Incentives hereafter enacted into law, whether under federal, state or local law, arising from the Environmental Attributes of the System or the energy output or production, sale, purchase, consumption or use of the energy output from the System, expressly excluding, however, any future Environmental Incentives that are or may be dependent on ownership of the System for federal tax purposes.
- (c) The Carbon Credits, renewable energy credits, grants and future Environmental Incentives as described herein shall be referred to collectively as "Energy Credits". The Contractor may assign, sell, transfer or otherwise convey all or any part of its right, title, and interest in and to the Energy Credits from time to time as it may determine to be in its best interest. Owner shall take such steps as Contractor shall reasonably request to confirm Contractor's ownership of Energy Credits as herein provided and shall cooperate with Contractor, to the extent Contractor reasonably requests and at Contractor's expense, in the sale or other disposition of Energy Credits.
- (d) Owner recognizes that Contractor shall be the designer under this project may be eligible for a tax deduction for energy efficient commercial buildings under §179D of the Internal Revenue Code. Owner shall cooperate with Contractor in completing the paperwork and certifications necessary to allow Contractor to claim any §179D or other energy efficient commercial buildings tax deduction.

3.15. Independent Contractor

Contractor acts hereunder as an independent contractor and not as an agent or employee of the Owner. The Contractor shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the Owner. Contractor understands and agrees that Contractor and all of Contractor's employees shall not be considered officers, employees, agents, partner, or joint venture of Owner, and are not entitled to benefits of any kind or nature normally provided employees of Owner and/or to which Owner's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

3.16. Subcontractors

To the extent required by law, Contractor shall be responsible for the acts and omissions of Subcontractors. Contractor shall be responsible for performance of all the Work, whether performed by Contractor or, to the extent required by law, its Subcontractors. Owner shall not undertake any obligation to pay or to be responsible for the payment of any sums to any Subcontractor. The Owner shall have no responsibility for settling Subcontractor claims or disputes.

3.17. Performance & Payment Bonds

See individual Work Orders in Exhibit C for bonding requirements. Bonds shall be provided in substantially similar form to Exhibits B-6 and B-7.

3.18. Title; Risk of Loss

- (a) From Effective Date and until the date of Substantial Completion for the Work subject to the applicable Work Order, and subject to Sections 3.18(b) and 3.18(c), Contractor assumes risk of loss and full responsibility for the cost of replacing or repairing any damage to the System and all damages to and defects in materials, Equipment, supplies and maintenance equipment (including temporary materials, equipment and supplies) that are purchased by Contractor for permanent installation in or for use during construction of the System.
- (b) Unless changed by separate or subsequent agreement, Owner shall bear the risk of loss and full responsibility with respect of the System from and after the date of Substantial Completion of the Work subject to the Work Order.
- (c) Notwithstanding anything herein to the contrary, and except as set forth in a separate or subsequent agreement, the Owner shall bear the risk of loss and full responsibility for the cost of replacing or repairing any damage to that portion of the System applicable to the Work Order and all materials, Equipment, supplies and maintenance equipment (including temporary materials, equipment and supplies) that are purchased by Contractor or Owner for permanent installation in or for use during construction of the System to the extent caused by the negligent, grossly negligent or willful acts of Owner or its agents, employees or representatives.
- (d) Title to all materials, Equipment, supplies and maintenance equipment required by this Agreement, to be purchased by Contractor for permanent installation as part of the System or for use by Owner in the operation of that portion of the System subject to the particular Work Order shall pass to the Owner upon the achievement of Substantial Completion of the Work required by that Work Order.

4. PRICE AND PAYMENT

4.1. Contract Price

- (a) The Work Order Price is firm and fixed and includes all expenses to be incurred by Contractor including, but not limited to, Equipment and materials, erection, commissioning, inclusive of cost of travel and lodging expenses, Applicable Permits (other than the Owner Permits) and taxes, related to Contractor's performance of its obligations under this Agreement.
- (b) Any Changes to the System or Work above and beyond code requirements and Industry Standards requested by the Owner shall be resolved through a Change Order to this Agreement.
- (c) Any additional Work not otherwise specified in Exhibit C shall be resolved through a Change Order to this Agreement. Contractor shall not begin any additional Work until execution of

the Change Order. Contractor shall not be held liable for any costs associated with delays resulting from Owner's failure to execute a Change Order required by this Section 4.1(c).

- (d) Owner and Contractor may mutually agree to reduce portions of the Work to offset the Change Order request to comply with Owner budget limits.
- (e) The Work Order Price shall only be changed by Change Order approved by Contractor and Owner.
- (f) When a Change Order is proposed, the Contractor shall furnish a breakdown of actual costs, itemized by materials, labor, subcontract work, taxes, overhead and profit. Subcontract work shall also be itemized.

4.2. Payment

- (a) Cost Breakdown: Prior to submitting Contractor's first request for payment, the Contractor shall prepare and submit to the Owner a cost breakdown (schedule of values) showing the major work items for each trade or operation required in construction of the Project. The work items shall be sufficiently detailed to enable the Owner to accurately evaluate the completion percentages requested by the Contractor. The cost for each work item shall include overhead and profit. The total of all work item costs shall equal the amount of the Agreement.
- (b) Scope of Payment: Payment to the Contractor at the unit price or other price fixed in the Agreement for performing the work required under any item or at the lump sum price fixed in the Agreement for performing all the work required under the Agreement, shall be full compensation for furnishing all labor, materials, equipment and tools necessary to the work, and for performing and completing, in accordance with the specifications, all work required under the item or under the Agreement, and for all expense incurred by the Contractor for any purpose in connection with the performance and completion of the work.
- (c) Progress Payments: The Contractor will, on or about the last day of each month, make an estimate of the value of the work completed by Contractor in the performance of the Agreement. These estimates shall be subject to the review and approval of the Owner. The first such estimate will be of the value of the work completed after the Contractor commenced the performance of the Agreement, and every subsequent estimate, except the final estimate, will be of the value of the work completed since the immediately preceding estimate. Such estimates will be based on labor, materials and equipment incorporated into the work, and items of materials and equipment delivered to the Project. The Contractor shall be responsible for the security and protection of such materials and equipment delivered to the Project and not incorporated in the work. Within thirty (30) calendar days after the approval of each estimate for progress payment, the Owner will pay to the Contractor an amount equal to ninety five (95) percent of the approved estimate. Payments may at any time be withheld if in the judgment of the Owner the work is not proceeding in accordance with the Agreement, the Contractor is not complying with the requirements of the Agreement, stop notices have been timely filed, the estimate contains an error, or the Owner has incurred costs or requests reasonable financial assurances regarding defective work by

the Contractor. The Owner shall pay interest on all progress payments not made within thirty (30) days at the rate specified in California Public Contract Code section 20104.50.

- (d) **Final Payment:** Within thirty (30) days after all required work is fully completed in accordance with the Agreement, the Contractor shall submit a final invoice for the total value of the work completed in accordance with the Agreement, which shall be subject to review and approval by the Owner. As required by law, Owner shall pay Contractor the unpaid balance of the Agreement price of the work, or the whole Agreement price of the work if no progress payment has been made, determined in accordance with the terms of the Agreement, less such sums as may be lawfully retained under any provision of the Agreement, including, but not limited to, amounts retained for damages, for stop notices, for third-party claims for which the Contractor is required to indemnify the Owner, for defective work and costs incurred by the Owner in connection therewith, or for other such claims and damages attributable to the Contractor ("Final Payment"). Prior progress estimates and payments are subject to correction in the Final Payment. Tender of the Final Payment shall constitute denial by the Owner of any unresolved claim. Contractor's acceptance of the Final Payment shall operate as a full and final release to the Owner and its agents from any and all unasserted claims Contractor has, or may have, related to this Agreement. Owner shall make Final Payment to SitelogIQ within thirty (30) days of receipt of Contractor's final invoice. The Owner shall pay interest if final payment is not made within thirty (30) days at the rate specified in California Public Contract Code section 20104.50.
- (e) **Payments Do Not Imply Acceptance of Work:** The granting of any progress payment or payments by the Owner or the receipt thereof by the Contractor shall not constitute acceptance of the work or of any portion thereof, and shall in no way lessen the liability of the Contractor to replace unsatisfactory work or material, whether or not the unsatisfactory character of such work or material was apparent or detected at the time such payment was made.
- (f) **Retention of Sums Charged Against Contractor:** It is mutually understood and agreed that when under any provision of this Agreement the Owner shall charge any sums of money against the Contractor, the amount of such charge shall be deducted and retained by the Owner from the amount of the next succeeding progress estimate, or from any other monies due or that may become due the Contractor on account of the Agreement. If on completion or termination of the Agreement such monies due the Contractor are found insufficient to cover the Owner's charges against the Contractor, the Owner shall have the right to recover the balance from the Contractor or the Contractor's sureties.
- (g) **Release:** The Contractor and each assignee under an assignment in effect at the time of Final Payment shall, if required by the Owner, execute and deliver at the time of Final Payment and as a condition precedent to Final Payment, a release in form and substance satisfactory to and containing such exemptions as may be found appropriate by the Owner, discharging the Owner, its officers, agents and employees of and from liabilities, obligations and claims arising under this Agreement.
- (h) **Payment to Sub-contractors and Suppliers:** The Contractor shall pay each sub-contractor and supplier promptly on receipt of each progress payment from the Owner for the materials, labor and equipment delivered to the site or incorporated in the work by each sub-contractor

during the period for which the progress payment is made, less any retention as provided above.

- (i) Stop Notice Costs: The Owner reserves the right to charge the Contractor or surety, or to withhold from release of retention, all costs incurred by the Owner, including attorney's fees, for processing and defending stop notice claims.
- (j) Contractor shall be entitled to, an increase in the Contract Price where the cost to Contractor for any labor, raw-material or component (including without limitation, solar panels, tracking equipment, inverters, lighting and mechanical system components or any other equipment or materials necessary to complete the work required by this Agreement) increases after the date of this Agreement. Such increase may be determined by the relative index for such labor, equipment, or material component including but limited to Consumer Price Index, The Steel Index, Commodity Indexes, etc. Contractor shall be entitled to an equitable adjustment in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in taxes, tariffs, or similar charges due to such changes including, without limitation, escalation, delay damages, costs to re-procure, costs to change suppliers, costs of manufactured equipment or system components, or other costs of any kind resulting from the changes.

5. COMMENCEMENT & COMPLETION

5.1 Commencement and Substantial Completion

- (a) Contractor shall perform the Work as soon as practicable following the receipt of Notice To Proceed payment and receipt of Site title reports and as-built drawings from the Owner.
- (b) The Contractor shall achieve Substantial Completion as set forth in Work Order. Contractor may claim a justified extension of the Substantial Completion Date if it is or will be delayed in completing the Work for one or more of the following causes:
 - (i) Unanticipated Conditions which directly affect the Project Milestones;
 - (ii) Changes in the design, scope, or schedule of the Project required by the Owner;
 - (iii) Breach of this Agreement by Owner;
 - (iv) Suspension of the Work pursuant to Section 3.10; or
 - (v) Force Majeure Event.
- (c) The following are conditions precedent to Substantial Completion:
 - (i) the System is mechanically, electrically, and structurally constructed in accordance with the requirements of this Agreement, the Work and Industry Standards, except for non-critical punchlist items that do not affect operations;
 - (ii) the electrical infrastructure and the grid connection for the System is mechanically, electrically and functionally complete and capable of interconnection with the local utility;

- (iii) Owner and Contractor shall have agreed on the punchlist items. For clarity purposes, the punchlist shall include final as-built drawings, operation and maintenance manuals, operation and maintenance training, permission to operate by local utility, Performance Test, and final lien waivers; and
 - (iv) all necessary documents have been submitted to the local public utility and all Work has been completed to the extent necessary for the local utility to issue a permission to operate.
- (d) When Contractor believes it has achieved Substantial Completion, Contractor shall provide notice to Owner containing sufficient detail to enable Owner to determine that Contractor has complied fully with the requirements of Section 5.1(c). Within five (5) Business Days after receipt of such notice, Owner shall either issue to Contractor the Certificate of Substantial Completion in a form similar to Exhibit F, or, if reasonable cause exists for doing so, advise Contractor by notice (stating the reasons therefore) that Substantial Completion has not been achieved. In the event Owner determines that Substantial Completion has not been achieved in accordance with the conditions precedent in Section 5.1(c), Contractor shall promptly take such action or perform such Work as is required to achieve Substantial Completion and shall thereupon issue to Owner another notice as set forth above. This procedure shall be repeated until such time as Owner has acknowledged Substantial Completion subject to Section 5.1(f).
- (e) All punchlist items shall be completed no later than sixty (60) Business Days after Substantial Completion Date unless otherwise delayed by the local utility. Failure of Contractor to fulfill this obligation shall entitle Owner to complete the pending works on its own. Owner shall issue final payment to Contractor minus the cost to complete remaining or incomplete punchlist items.
- (f) Any dispute between Owner and Contractor with respect to the projected achievement of Substantial Completion as contemplated by this Section 5.1(c) shall be resolved in accordance with Section 8.5(b).

5.2. Final Completion.

- (a) Final Completion of the System shall be deemed to have occurred only if:
- (i) all punchlist items contemplated in Section 5.1(c)(iii) have been completed or waived;
 - (ii) all manuals, drawings and other documents expressly required to be delivered by Contractor hereunder have been delivered to Owner;
 - (iii) on-site operation and maintenance training as required has occurred;
 - (iv) all final lien waivers have been obtained;
 - (v) a Certificate of Final Completion in a form similar to Exhibit F is duly signed by Owner's Representative and the Contractor's Representative; and
 - (vi) the local utility has provided a permission to operate.

- (b) Upon Final Completion, Contractor shall submit to Owner a Certificate of Final Completion in a form similar to Exhibit F certifying that all of the foregoing conditions have been satisfied. Owner shall, within five (5) Business Days after the receipt by Owner of such written certificate, shall execute an acknowledgment of such certificate if Contractor has achieved Final Completion or provide written notice of Contractor's failure to achieve Final Completion. Contractor shall promptly take such action or perform such Work as is required to achieve Final Completion and shall thereupon issue to Owner another notice as set forth above. This procedure shall be repeated until such time as Owner has acknowledged Final Completion subject to Section 5.2(c).
- (c) Payment of retention from the Agreement, less any sums withheld pursuant to the terms of this Agreement or applicable law, shall not be made to the Contractor sooner than thirty (30) calendar days after the date the Owner acknowledges Final Completion.
- (d) Any dispute between Owner and Contractor with respect to the projected achievement of Final Completion as contemplated by this Section 5.2(a) shall be resolved in accordance with Section 8.5(b).

5.3. Inspection.

All Work performed by Contractor and all Equipment shall be subject to inspection by Owner, but such right of inspection of the Work or Equipment shall not relieve Contractor of responsibility for the proper performance of the Work or Equipment to the extent provided under this Agreement. Contractor shall provide to Owner or Owner's designee access to Contractor's facility or facilities where the Work is being performed during business hours, and subject to compliance with Site safety rules and policies. Owner shall ensure that the inspections do not affect the normal performance of this Agreement unless Work is not in compliance with this Agreement.

6. REPRESENTATIONS & WARRANTIES

6.1. Representations and Warranties of Contractor.

Contractor represents and warrants to Owner that:

- (a) Contractor is a Delaware corporation, duly organized, validly existing, and in good standing under the laws of the State of Delaware, and has full power to engage in the business it presently conducts and contemplates conducting, and is and will be duly licensed or qualified and in good standing under the laws of the State of California and in each other jurisdiction wherein the nature of the business transacted by it makes such licensing or qualification necessary and where the failure to be licensed or qualified would have a material adverse effect on its ability to perform its obligations hereunder.
- (b) Contractor has (either directly or through a Subcontractor) all the required authority, ability, skills, experience and capacity necessary to perform and shall diligently perform the Work in a timely and professional manner, utilizing sound procurement principles, project management procedures, construction procedures and supervisory procedures, all in accordance with Industry Standards. Contractor has (either directly or through a

Subcontractor) the experience and skills necessary to determine, and Contractor has reasonably determined, that Contractor can perform the Work for the Work Order Price.

- (c) The execution, delivery and performance by Contractor of this Agreement will not (i) violate or conflict with any covenant, agreement or understanding to which it is a party or by which it or any of its properties or assets is bound or affected, or its organizational documents or (ii) subject the System or any component part thereof to any lien other than as contemplated or permitted by this Agreement.
- (d) There are no undisclosed actions, suits, proceedings, patent or license infringements or investigations pending or, to Contractor's knowledge, threatened against it before any court or arbitrator that individually or in the aggregate could result in any materially adverse effect on the business, properties or assets or the condition, financial or otherwise, of Contractor or in any impairment of its ability to perform its obligations under this Agreement.
- (e) All goods, services, equipment, parts, and materials furnished in connection with the Work related to the System are new, unused and undamaged at the time of delivery to the Site.
- (f) The individual executing this Agreement on behalf of Contractor is duly authorized to execute and deliver this Agreement on behalf of Contractor and this Agreement is binding upon Contractor in accordance with its terms.

6.2. Representations and Warranties of Owner.

Owner represents and warrants to Contractor that:

- (a) Owner is a California city duly organized, validly existing, and in good standing under the laws of the State of California and has full legal capacity and standing to pursue its purpose (including the capacity to dispose of and encumber all of its assets) and full power to engage in the business it presently conducts and contemplates conducting.
- (b) The execution, delivery and performance by Owner of this Agreement will not (i) violate or conflict with any covenant, agreement or understanding to which it is a party or by which it or any of its properties or assets is bound or affected, or its organizational documents or (ii) subject the System or any component part thereof or the Site or any portion thereof to any lien other than as contemplated or permitted by this Agreement.
- (c) There are no undisclosed actions, suits, proceedings, patent or license infringements or investigations pending or, to Owner's knowledge, threatened against it before any court or arbitrator that individually or in the aggregate could result in any materially adverse effect on the business, properties or assets or the condition, financial or otherwise, of Owner or in any impairment of its ability to perform its obligations under this Agreement.
- (d) Owner will exercise commercially reasonable efforts to procure funding for the Project within 180 days of the Effective Date.
- (e) Owner has proof of funds, to the satisfaction of the Contractor, that are necessary from time to time to pay Contractor the Work Order Price in accordance with the terms of this Agreement.

- (f) The individual executing this Agreement on behalf of Owner is duly authorized to execute and deliver this Agreement on behalf of Owner and this Agreement is binding upon Owner in accordance with its terms.

7. BREACH & TERMINATION

7.1. Termination by Owner

- (a) Contractor agrees that Owner shall be entitled to terminate this Agreement upon the occurrence of any of the following circumstances:
 - (i) Except as otherwise permitted under this Agreement, Contractor abandons the entire Work for more than ninety (90) days or fails to commence the Work within one-hundred and eighty (180) days after receiving the Funding Date payment, and after expiration of said period fails to commence or continue performance of the Work within ten (10) business days of Contractor's written notice from Owner to commence or continue performance of the Work;
 - (ii) Contractor commits a material breach of this Agreement, and Contractor does not commence the cure of said breach and thereafter diligent pursuant to completion the cure of said breach, within thirty (30) days following Contractor's receipt of written notice thereof from Owner, or
 - (iii) Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency, or it becomes the subject of any proceeding commenced under any federal or state insolvency statute or law for the relief of debtors.
- (b) Upon the occurrence of any of the foregoing, Owner may instruct Contractor to discontinue all or any part of the Work, and Contractor shall thereupon discontinue the Work of such parts thereof. Owner shall thereupon have the right to continue and complete the Work or any part thereof, by contract or otherwise.
- (c) Upon exercising commercially reasonable efforts, Owner shall be entitled to terminate this Agreement if it is unable to procure funding for the Project within 180 days of the Effective Date. Upon this occurrence, Owner shall have no further obligation to Contractor.
- (d) If Owner elects to terminate this Agreement for any reason other than provided herein, Owner shall reimburse Contractor for all expenses incurred prior to termination, including but not limited to development and engineering cost prior to the Effective Date.
- (e) If any covenant, condition or restriction upon the Site prohibits the installation of the System at the Site, Owner has the right to terminate this Agreement. Upon such termination, provided it is not due to the negligence or misconduct of the Contractor or its subcontractors, agents or representatives, Owner shall pay to Contractor for all services rendered up to and including the date of termination; plus all costs incurred with respect to equipment or materials ordered (which order cannot be refunded, terminated or such costs otherwise recovered by Contractor) prior to the date of termination; plus, if applicable, amounts payable to Subcontractors arising from costs or expenses reasonably incurred by such

Subcontractor and directly resulting from such termination; plus, if applicable, costs incurred by Contractor in demobilizing its work force from Site; plus all engineering and development cost incurred by Contractor prior to the Effective Date.

7.2. Termination by Contractor

- (a) Without limiting the provisions of Section 8.5, Owner agrees that upon the occurrence of any of the following, Owner shall reimburse Contractor for all expenses incurred prior to termination, including but not limited to development and engineering cost incurred prior to the Effective Date:
 - (i) If Owner makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency, or it becomes the subject of any proceeding commenced under any federal or state insolvency statute or law for the relief of debtors.
 - (ii) If Owner fails to make any payment to Contractor hereunder when due, which failure remains uncured for thirty (30) days following Owner's receipt of written notice thereof from Contractor, the Owner shall be in breach and Contractor shall have all rights and remedies that may be available under Applicable Law against Owner with respect thereto, including without limitation the right to suspend performance of the Work or terminate this Agreement as set forth in Section 3.10.

7.3. Indemnity

- (a) Contractor shall fully indemnify, save harmless and defend Owner from and against any and all costs, claims, and expenses incurred by Owner and their successors, assigns, governing board members, administrators, managers, employees, agents, affiliates and partners in connection with or arising from any claim by a third party for physical damage to or physical destruction of property, or death of or bodily injury to any person (other than Affiliates of Owner) arising from or relating to Contractor's performance of its obligations under this Agreement, but only to the extent caused by (a) the negligence, gross negligence or willful misconduct of Contractor or its Subcontractors, agents or employees or others under Contractor's control or (b) a breach by Contractor of its obligations hereunder.
- (b) Owner shall fully indemnify, save harmless and defend Contractor and its successors, assigns, officers, directors, members, managers, employees, agents, affiliates and partners in connection with or arising from any claim by a third party for physical damage to or physical destruction of property, or death of or bodily injury to any person (other than Affiliates of Contractor or Subcontractors) arising from or relating to this Agreement, but only to the extent caused by (a) the negligence, gross negligence or willful misconduct of Owner or its agents or employees or others under Owner's control or (b) a breach by Owner of its obligations hereunder.
- (c) Each Party shall indemnify, defend and hold the other Party, and its present and future governing board members, administrators, direct and indirect parents, subsidiaries and Affiliates and their directors, officers, shareholders, employees, agents and representatives

harmless from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, damages, costs or expenses (including attorneys' fees and disbursements) of any kind whatsoever arising from (a) actual or alleged infringement or misappropriation by such Party (or in the case of Contractor, any Subcontractor) of any patent, copyright, trade secret, trademark, service mark, trade name, or other intellectual property right in connection with the System, including without limitation, any deliverable, (b) such Party's (and in the case of Contractor, any Subcontractor's) violation of any third-party license to use intellectual property in connection with the Work, including, without limitation, any deliverable. Notwithstanding the foregoing, the indemnification obligations of Contractor set forth in this Section 7.3(c) shall not apply when the claim of infringement arises from a particular design, process or product of a particular manufacturer or manufacturers that Contractor is directed by Owner to use in connection with the Contract Documents, unless the Contractor has reason to believe there is an infringement of such intellectual property right.

- (d) If any claim is brought against a Party (the "Indemnified Party") that gives rise to a potential indemnity claim under this Section 7.3, then the Indemnified Party shall give written notice of said claim to the other Party (the "Indemnifying Party"). Upon receipt of written notice of the claim, the Indemnifying Party shall be entitled to participate in, and, unless in the opinion of counsel for the Indemnifying Party a conflict of interest between the Parties may exist with respect to such claim, assume the defense of such claim, with counsel reasonably acceptable to the Indemnified Party. Where the Indemnifying Party has elected not to assume the defense of a claim that gives rise to a potential indemnity claim under this Section 7.3, the Indemnifying Party shall reimburse the Indemnified Party for its reasonable and necessary defense expenses to the extent said claim is adjudged to be covered under the indemnity obligations. Even if the Indemnifying Party assumes the defense of the Indemnified Party with acceptable counsel, the Indemnified Party, at its sole option, may participate in the defense, at its own expense, with counsel of its own choice without relieving the Indemnifying Party of any of its obligations hereunder.

7.4. Limitations of Liability

- (a) No Consequential Damages. IN NO CIRCUMSTANCES SHALL THE CONTRACTOR OR OWNER OR ANY OF THEIR RESPECTIVE OFFICERS, MEMBERS OR EMPLOYEES BE LIABLE FOR PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY NATURE INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS OR REVENUES OR THE LOSS OF USE OF SUCH PROFITS OR REVENUE, LOSS BY REASON OF PLANT SHUTDOWN OR INABILITY TO OPERATE AT RATED CAPACITY, COSTS OF REPLACEMENT POWER OR CAPITAL, DEBT SERVICE FEES OR PENALTIES, INVENTORY OR USE CHARGES, DAMAGES TO REPUTATION, DAMAGES FOR LOST OPPORTUNITIES, REGARDLESS OF WHETHER SAID CLAIM IS BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS ON PARTIES' LIABILITY FOR CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES IN THIS SECTION 7.4(a) SHALL NOT APPLY TO THE PARTIES' RESPECTIVE INDEMNITY OBLIGATIONS AS SET FORTH IN THIS AGREEMENT FOR SUCH DAMAGES WHEN SUCH DAMAGES ARE SOUGHT BY THIRD PARTIES.
- (b) Maximum Liability. Whether an action or claim is based on warranty, contract, tort or otherwise, under no circumstance shall (i) Owner's total liability arising out of or related to

this Agreement exceed the Contract Price or available insurance proceeds whichever is greater, and (ii) Contractor's total liability arising out of or related to this Agreement exceed the Contract Price or available insurance proceeds whichever is greater.

8. MISCELLANEOUS

8.1. Representatives

- (a) Owner Representative. Owner designates, and Contractor agrees to accept, Nick Wells, City Manager, as Owner Representative for all matters relating to Contractor's performance of the Work. The actions taken by Owner Representative regarding such performance shall be deemed the acts of Owner and shall be fully binding for Owner. Owner may, upon written notice to Contractor, pursuant to Section 8.6 hereof, change the designated Owner Representative.
- (b) Contractor Representative. Contractor designates, and Owner agrees to accept, John Gajan as Contractor Representative for all matters relating to Contractor's performance under this Agreement. The actions taken by Contractor Representative shall be deemed the acts of Contractor and shall be fully binding for Contractor. Contractor may, upon written notice to Owner, pursuant to Section 8.6 hereof, change the designated Contractor Representative.
- (c) Power of Representatives. The Parties shall vest their Representatives with sufficient powers to enable them to assume the obligations and exercise the rights of Contractor or Owner, as applicable, under this Agreement.
- (d) Notices to Representative. Notwithstanding Sections 8.1(a) and 8.1(b), all amendments, Change Orders, notices and other communications between Contractor and Owner contemplated herein shall be delivered in writing and otherwise in accordance with Section 8.6.

8.2. Ownership of Plans, Data, Reports and Material

- (a) Subject to Sections 8.2(c), Contract Documents developed by Contractor under this Agreement shall become the property of Owner when prepared and shall be delivered to Owner upon completion of the Work; provided that nothing in the foregoing shall impair, alter or otherwise affect Contractor's proprietary rights in its patents, products or other intellectual property.
- (b) Any additional inventions or intellectual property created during performance of this Agreement shall be owned by Contractor.
- (c) Contractor further agrees to grant and hereby grants to Owner an irrevocable, non-exclusive, royalty-free license under all patents, copyrights and other proprietary information of Contractor related to the Work now or hereafter owned or controlled by Contractor to the extent reasonably necessary for the operation, maintenance or repair of the System or any subsystem or component thereof designed, specified, or constructed by Contractor under this Agreement. No other license in such patents and proprietary information is granted pursuant to this Agreement.

8.3. Governing Law

The formation, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event of any Dispute that is not resolved pursuant to Section 8.5, the Parties hereto agree to submit to the jurisdiction of any court of competent jurisdiction within California and shall comply with all requirements necessary to give such court jurisdiction.

8.4. Force Majeure

Contractor shall promptly notify Owner in writing of any delay or anticipated delay in Contractor's performance of this Agreement due to a Force Majeure Event, and the reason for and anticipated length of the delay. Contractor shall deliver such notice as soon as reasonably practicable, but in any event within seventy-two (72) hours of Contractor's becoming aware of such delay. Contractor shall be excused for any delays or defaults in the performance of its obligations under this Agreement that are the result of a Force Majeure Event. Contractor shall be entitled to a reasonable extension of time for delays due to a Force Majeure Event; provided that any Work done or materials furnished by Contractor in restoring or rebuilding the System will be paid for by Owner as an approved Change Order.

8.5. Dispute Resolution

- (a) Good faith negotiations. In the event that any question, dispute, difference or claim arises out of or in connection with this Agreement, including any question regarding its existence, validity, performance or termination (a "Dispute"), which either Party has notified to the other, senior management personnel from both Contractor and Owner shall meet and diligently attempt in good faith to resolve the Dispute for a period of thirty (30) days following one Party's written request to the other Party for such a meeting. If, however, either Party refuses or fails to so meet, or the Dispute is not resolved by negotiation, the provisions of Sections 8.5(b), 8.5(c) and 8.5(d) shall apply to the extent applicable to the Dispute.
- (b) Technical Dispute. Technical Disputes shall be resolved by a mutually agreed upon independent expert. For the purposes of this Agreement, a "Technical Dispute" shall mean a Dispute regarding whether the System conforms to the Industry Standards and applicable Building Codes, whether the relevant part of the Site where the System is located meets the required Site characteristics, and any other Disputes of a technical or engineering nature. All Technical Disputes shall be resolved on an accelerated basis by a nationally recognized professional expert unless otherwise agreed in writing by Contractor and Owner. Parties will share equally in the cost of the independent expert engaged to resolve Technical Disputes.
- (c) Non-Binding Mediation. If the Dispute remains unresolved, a Party may require that a non-binding mediation take place with a mediator mutually chosen by Owner and Contractor. If Owner and Contractor are unable to agree on a mediator, then either may request that the American Arbitration Association (the "AAA") to appoint a mediator. The mediator's fee and expenses shall be paid one-half by Owner, and one-half by Contractor. In any such mediation, representatives of the Parties with authority to resolve the dispute shall meet for at least three hours with mediator. The obligation to mediate shall not be binding upon any Party with respect to (i) requests for preliminary injunctions, temporary restraining orders, specific performance, or other procedures in a court of competent jurisdiction to obtain interim relief deemed necessary by such court to preserve the status quo or prevent irreparable injury

pending resolution by mediation of the actual Dispute; (ii) actions to collect payments not subject to bona fide Dispute; or (iii) claims involving third parties who have not agreed to participate in the mediation of the Dispute. The provisions of this Section 8.5 shall survive any termination of this Agreement.

- (d) Attorneys' Fees. The prevailing Party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable attorneys' fees and court costs, including expert witness fees, expended in connection with such an action from the other Party.

8.6. Notices and Demands

Any notice, request, demand or other communication required or permitted under this Agreement, shall be deemed to be properly given by the sender and received by the addressee if made in writing (a) the same day if personally delivered; (b) three (3) days after deposit in the mail if mailed by certified or registered air mail, post prepaid, with a return receipt requested; or (c) the same day if sent by facsimile or electronic mail with confirmation. Mailed notices, facsimile notices or electronic notices shall be addressed as follows to:

Owner:

Name: City of Holtville
Attention: Nick Wells
Address: 121 W 5th St
Holtville, CA Holtville
Phone: 760-356-2912
Email: nwells@holtville.ca.gov

Contractor:

Name: SitelogIQ, Inc.
Attention: John Gajan, President West Energy
Address: 1651 Response Rd, Suite 300
Sacramento, CA 95815
Phone: (888) 819-0041
E-mail: john.gajan@sitelogiq.com
cc: legal@sitelogiq.com

8.7. Nondisclosure

To the extent permitted by law, whichever Party receives confidential information (the "Receiving Party") from the other Party (the "Disclosing Party") shall not use for any purpose other than performing the Work under this Agreement or divulge, disclose, produce, publish, or permit access to, without the prior written consent of the Disclosing Party, any such information of the Disclosing Party. Confidential Information includes, without limitation, all information or materials prepared in connection with the Work performed under this or any related subsequent Agreement, designs, drawings, specifications, techniques, models, data, documentation, source code, object code, diagrams, flow charts, research, development, processes, procedures, know-how, manufacturing, development or marketing techniques and materials, development or marketing timetables, strategies and development plans, personnel names and other

information related to Contractor, Suppliers, personnel, pricing policies and financial information, and other information of a similar nature, whether or not reduced to writing or other tangible form, and any other trade secrets. Confidential information does not include (a) information known to the Receiving Party prior to obtaining the same from the Disclosing Party; (b) information in the public domain at the time of disclosure by the Receiving Party; or (c) information obtained by the Receiving Party from a third party who did not receive same, directly or indirectly, from the Disclosing Party. The Receiving Party shall use the higher of the standard of care that the Receiving Party uses to preserve its own confidential information or a reasonable standard of care to prevent unauthorized use or disclosure of such confidential information. Notwithstanding anything herein to the contrary, the Receiving Party has the right to disclose Confidential Information without the prior written consent of the Disclosing Party: (i) as required by any court or other Governmental Authority, or by any stock exchange upon which the shares of any Party are listed, (ii) as otherwise required by law, (iii) as advisable or required in connection with any government or regulatory filings, including without limitation, filings with any regulating authorities covering the relevant financial markets, (iv) to its attorneys, accountants, financial advisors or other agents, in each case bound by confidentiality obligations, (v) to banks, investors and other financing sources and their advisors, in each case bound by confidentiality obligations; or (vi) in connection with an actual or prospective merger or acquisition or similar transaction where the party receiving the Confidential Information is bound by confidentiality obligations. If a Receiving Party believes that it will be compelled by a court or other Governmental Authority to disclose confidential information of the Disclosing Party, it shall give the Disclosing Party prompt written notice, and in all cases not less than five (5) Business Days' notice in advance of disclosure, so that the Disclosing Party may determine whether to take steps to oppose such disclosure. Notwithstanding the foregoing, Contractor acknowledges that this Agreement, once fully executed and approved by the Owner's Board of Trustees, is public information, subject to release in response to public information requests under California Government Code § 7920.000 *et seq.* (Public Records Act). Owner shall use reasonable efforts to prevent or limit disclosure of the Confidential Information.

8.8. Time of Essence

Time is expressly agreed to be of the essence of this Agreement and each, every and all of the terms, conditions and provisions herein.

8.9. Validity

The provisions contained in each section, subsection and clause of this Agreement shall be enforceable independently of each of the others and their validity shall not be affected if any of the others are invalid. If any of those provisions is void but would be valid if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid. The Parties shall, if necessary, negotiate in good faith and make any necessary amendments to ensure the enforceable terms of this Agreement reflect the true intent of the Parties as of the date of execution of this Agreement.

8.10. Binding Effect

This Agreement shall be binding on the Parties hereto and on their respective permitted successors, heirs and assigns.

8.11. Modifications

No oral or written amendment or modification of this Agreement by any administrator, Board member, officer, agent or employee of Contractor or Owner, either before or after execution of this Agreement, shall be of any force or effect unless such amendment or modification is in writing and is signed by any duly authorized representative of both Parties to be bound thereby.

8.12. Headings

The headings in this Agreement are for convenience of reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

8.13. Counterparts; Signature Pages

This Agreement may be executed in counterparts which, taken together, shall constitute a single instrument. Facsimile and other electronically transmitted signature pages shall be effective to bind a Party to this Agreement.

8.14. Announcements and Publications

Contractor shall coordinate with Owner with respect to, and provide advance copies to Owner for review of, the text of any proposed announcements or publications that include any non-public information concerning the Work prior to the dissemination thereof to the public or to any Person other than Subcontractors or advisors of Contractor, in each case, who agree to keep such information confidential. If Owner delivers written notice to Contractor rejecting any such proposed announcement or publication within two (2) Business Days after receiving such advance copies, the Contractor shall not make such public announcement or publication; provided, however, that Contractor may disseminate or release such information in response to requirements of Governmental Authority.

8.15. Complete Agreement

This Agreement together with the Exhibits hereto completely and exclusively states the agreement of the Parties regarding its subject matter and its terms govern, all prior proposals, agreements, or other communications between the Parties, oral or written, regarding such subject matter. No oral agreement or conversation with any officer or employee of either Party or any or all prior proposals shall affect or modify any of the terms and conditions of this Agreement. This Agreement shall not be modified except by written amendment signed on behalf of the Owner and Contractor by their duly authorized representatives. Any purported oral amendment to the Agreement shall have no effect.

8.16. No Agency

This Agreement is not intended, and shall not be construed, to create any association, joint venture, agency relationship or partnership between the Parties or to impose any such obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act as or be an agent or representative of, or otherwise bind, the other Party.

8.17. Priority of Documents

In the event of conflicting provisions between any of the Contract Documents, the provisions shall govern in the following priority: first, duly executed amendments to this Agreement (to the extent not superseded by a subsequent amendment); second, this Agreement; third, Work Order in Exhibit C, and fourth, the other Contract Documents.

8.18. Assignment

No Party shall be entitled to assign or subcontract this Agreement or any of its rights or obligations under this Agreement, nor shall it enter into any transaction as a result of which it may transfer, assign, charge or dispose by any title of any of those rights and obligations, without the prior written consent of the other Party, which shall not be unreasonably withheld, provided that Contractor may subcontract that portion of the Work to Subcontractors. Notwithstanding the foregoing, (i) without the consent of the Contractor, Owner shall be entitled to assign its right, title and interest in and to this Agreement (and, in particular, any rights arising in relation to any insurance policy and any other right to collect any amount from Contractor) to any lenders by way of security for the performance of obligations to such lenders; (ii) without consent of the Owner, Contractor shall be entitled to assign its right, obligation, title and interest in and to this Agreement in connection with a merger or acquisition of Contractor; and (iii) without consent of Owner, Contractor shall be entitled to assign its right, obligation, title and interest in and to this Agreement to an Affiliate of the Contractor.

8.19. No Waiver

Neither Party's failure to enforce any provision of this Agreement or the waiver thereof in a particular instance shall not be construed as a general waiver of any part of such provision. The provision shall remain in full force and effect.

[Signatures to follow]

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Agreement as of the date set forth above.

CITY OF HOLTVILLE,
organized and existing under the laws of the State of
California

By: _____
Name: _____
Title: _____

SITELOGIQ, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

Exhibit A – Definitions

“Affiliate” of a specified Person means any Person that directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with, such specified Person. As used in this definition of Affiliate, the term **“control”** of a specified Person including, with correlative meanings, the terms, “controlled by” and “under common control with,” means (a) the ownership, directly or indirectly, of 50% or more of the equity interest in a Person or (b) the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

“Agreement” shall have the meaning set forth in the preamble.

“Applicable Law” shall mean, with respect to any Governmental Authority, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, injunction, registration, license, permit, authorization, guideline, governmental approval, consent or requirement of such Governmental Authority, as construed from time to time by any Governmental Authority.

“Applicable Permits” means those permits identified as the responsibility of Contractor as determined in Exhibit C.

“Authority Having Jurisdiction (AHJ)” means those local, state, or federal entities having regulatory authority over a specific aspect of the Project, such as building officials, Department of State Architecture, and fire departments.

“Business Day” means Mondays to Fridays, except such days on which banks are permitted or required to close in California.

“Certificate of Substantial Completion” shall mean a document in similar form to Exhibit F.

“Certificate of Final Completion” shall mean a document in similar form to Exhibit F.

“Change” shall mean any addition to, deletion from, suspension of, or other modification to the quality, function, or intent of the Work, including without limitation any such addition, deletion, suspension, or other modification that effects a change in the scope of the Work. An “Unanticipated Condition” as defined in Section 2.4 hereof, experienced by Contractor during the course of the Work is included within the definition of “Change”.

“Change Order” shall mean a written document signed by Owner and Contractor to adjust the Work Order Price or Construction Schedule as a result of a Change issued after execution of this Agreement.

“Commencement of Work” shall mean the commencement of Work for each Work Order.

“Construction Schedule” shall mean the schedule for implementation of the Work as determined by the Contractor to meet the Project Milestones as set forth on Exhibit C.

“Construction Documents” shall mean construction documents prepared by Contractor and approved by Owner.

“Contract Documents” shall mean this Agreement and Exhibits hereto, and drawings, specifications, plans, calculations, models and designs that are part of this Agreement and the Construction Documents prepared by Contractor and approved by Owner.

“Contractor” shall have the meaning set forth in the preamble.

“Contractor Representative” shall mean the individual designated by the Contractor in accordance with Section 7.1(b).

“Day” means calendar day unless it is specified that it means a “Business Day”.

“Disclosing Party” shall have the meaning set forth in Section 7.7.

“Dispute” shall have the meaning set forth in Section 7.5(a).

“Dollar” and “\$” shall mean the lawful currency of the United States of America.

“Effective Date” shall mean the date first set forth in the preamble.

“Environmental Attributes” means all environmental and other attributes that differentiate the System or the energy generated by fossil-fuel based generation units, fuels or resources, characteristics of the System that may result in the avoidance of environmental impacts on air, soil or water, such as the absence of emission of any oxides of nitrogen, sulfur or carbon or of mercury, or other gas or chemical, soot, particulate matter or other substances attributable to the System or the compliance of the System or the energy output with the law, rules and standards of the United Nations Framework Convention on Climate Change (the “UNFCCC”) or the Kyoto Protocol to the UNFCCC or crediting “early action” with a view thereto, or laws or regulations involving or administered by the Clean Air Markets Division of the Environmental Protection Agency or successor administrator or any state or federal entity given jurisdiction over a program involving transferability of Environmental Attributes and Reporting Rights.

“Environmental Incentives” means all rights, credits (including tax credits), grants, rebates, benefits, reductions, offsets and allowances and entitlements of any kind, howsoever entitled or named (including Carbon Credits and allowances), whether arising under federal, state or local law, international treaty, trade association membership or the like arising from the Environmental Attributes of the System on each Site or the energy output or otherwise from the development, construction, installation or ownership of the System on each Site or the production, sale, purchase, consumption or use of the energy output from each Site. Without limiting the foregoing, “Environmental Incentives” includes green tags, renewable energy credits, grants, tradable renewable certificates, portfolio energy credits, the right to apply for (and entitlement to receive) incentive programs offered by the State of California and the right to claim federal income tax credits under Section 45 or 48 of the Code as such credits are available arising from the Environmental Attributes of the system on each Site or the energy output or otherwise from the development, construction, installation or ownership of the System on each Site or the production, sale, purchase, consumption or use of the energy output from each Site.

“Equipment” shall mean (a) all materials, supplies, apparatus, machinery, equipment, parts, tools, components, instruments, appliances, spare parts and appurtenances thereto that are required for prudent design, construction or operation of the System in accordance with Industry Standards and (b) all materials, supplies, apparatus, machinery, equipment, parts, tools, components, instruments, appliances,

spare parts and appurtenances thereto described in, required by, reasonably inferable from or incidental to the Work or the Contract Documents.

“Excusable Delay” shall mean a Delay outside of Contractor’s control that prevents Contractor from achieving the Commercial Operation Date for any System in accordance with the Project Schedule, and to the extent that such Delay adversely affects the Work such that the performance of the Work is prevented or delayed, Contractor shall be entitled to an adjustment in the Construction Schedule and deadlines of this Agreement. For purposes of this Agreement, an Excusable Delay shall include any of the following events:

- (a) an act or failure to act of, or other delay caused by, or negligence of, Owner or its agents or employees;
- (b) changes in the design, scope or schedule of the Project unilaterally required by the Owner;
- (c) the suspension of Work in whole or in part by Owner;
- (d) labor disputes, fire, vandalism, supply chain related delays, including delays in manufacturing and deliveries;
- (e) adverse weather conditions not reasonably anticipated and in excess of 150% of the normal weather (*e.g.*, rain, snow, sleet) for the local geographic area for the past ten (10) years as measured in a given month;
- (f) unforeseen conditions at any Site, including discovery or existence of Hazardous Substances;
- (g) the occurrence of a Force Majeure, or other unavoidable casualties or other causes beyond Contractor’s control;
- (h) the failure to obtain any Utility Interconnection Agreement, permission to operate, Applicable Permit, CEQA/NEPA approval or approval of a Governmental Authority or delays caused by changes and/or modifications to the Scope of Work as required by any Governmental Authority having jurisdiction over the Project;
- (i) any equipment or material delays caused by suppliers or vendors;
- (j) adverse changes to regulatory requirements;
- (k) any breach of this Agreement or the Utility Interconnection Agreement or any information provided to the Contractor by Owner or Utility is inaccurate or incomplete; or
- (l) any other cause outside Contractor’s control after Contractor’s best efforts to mitigate that delay, to the extent that Contractor is able to mitigate such delay, provided that a failure to perform of Contractor’s subcontractors’ shall not be an Excusable Delay, unless such subcontractors are unable to perform the Work as a result of any of the events described in this definition of “Excusable Delay.”

“Facility” shall mean any and all properties of the Owner upon which the System shall be constructed or to which the System shall be connected, including land, buildings, structures, equipment, and electrical tie-in points.

“Final Completion” shall mean satisfaction or waiver of all of the conditions for completion of that portion of the System applicable to a particular Work Order as set forth in Section 5.2.

“Force Majeure Event” shall mean, when used in connection with the performance of a Party’s obligations under this Agreement, any act or event (to the extent not caused by such Party or its agents or employees) which is reasonably unforeseeable, or being reasonably foreseeable, reasonably unavoidable (including by taking prudent protective and preventative measures) and outside the control of the Party which invokes it, and which renders said Party unable to comply totally or partially with its obligations under this Agreement. In particular, any of the following shall be considered a Force Majeure Event:

- (a) war (whether or not war is declared), hostilities, revolution, rebellion, insurrection against any Governmental Authority, riot, terrorism, acts of a public enemy or other civil disturbance;
- (b) acts of God, including but not limited to, unusually severe storms, floods, lightning, earthquakes, hailstorms, ice storms, tornados, typhoons, hurricanes, landslides, volcanic eruptions, winds in excess of ninety (90) miles per hour, and objects striking the earth from space (such as meteorites) sabotage or destruction by a third party (other than any contractor retained by or on behalf of the Party) of facility and equipment relating to the performance by the affected Party of its obligations under this Agreement;
- (c) strikes, walkouts, lockouts or similar industrial or labor actions or disputes, in each case of a regional or national nature;
- (d) changes in Applicable Law after the Effective Date that materially impact a Party’s ability to perform under this Agreement; and
- (e) acts of any Governmental Authority that materially restrict or limit Contractor’s access to the Site.
- (f) plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other restrictions.
- (g) explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break-down of transport, telecommunication or electric current.

“Funding Date” shall mean the date that Owner has received monetary funds necessary to fulfill its obligations under this Agreement.

“Governmental Authority” shall mean any national, autonomic, regional, province, town, Owner, or municipal government, or other administrative, regulatory or judicial body of any of the foregoing.

“Hazardous Material” shall mean oil or petroleum and petroleum products, asbestos and any asbestos containing materials, radon, polychlorinated biphenyl’s (“PCBs”), urea formaldehyde insulation, lead paints and coatings, and all of those chemicals, substances, materials, controlled substances, objects,

conditions and waste or combinations thereof which are now listed, defined or regulated in any manner by any federal, state or Applicable Law.

"Indemnified Party" shall have the meaning set forth in Section 6.3(d).

"Indemnifying Party" shall have the meaning set forth in Section 6.3(d).

"Industry Standards" shall mean those standards of care and diligence normally practiced by a majority of engineering, construction and installation firms in performing services of a similar nature in jurisdictions in which the Work will be performed and in accordance with good construction practices, Applicable Permits, and other standards established for such Work.

"Manufacturer Warranty" shall have the meaning set forth in Exhibit C.

"Owner" shall have the meaning set forth in the Preamble to this Agreement.

"Owner Permits" means those permits identified as the responsibility of Owner in Exhibit C.

"Owner's Representative" shall mean the individual designated by Owner in accordance with Section 7.1(a).

"Party" shall mean, individually, each of the parties to this Agreement.

"Performance Tests" means, the tests of the System, as more particularly described in Exhibit C.

"Person" shall mean any individual, corporation, partnership, company, joint venture, association, trust, unincorporated organization or Governmental Authority.

"Project" shall mean the entirety of Work to be performed by Contractor pursuant to the terms and conditions of the Work and any Change Orders.

"Receiving Party" shall have the meaning set forth in Section 7.7.

"Representatives" shall mean the Contractor Representative and the Owner Representative and each may individually be referred to as a "Representative".

"Rock" is defined as limestone, sandstone, granite, cobble greater than 3 inches in diameter, or similar rocks in solid beds or masses in original or stratified position which can be removed only by continuous drilling, blasting or the use of pneumatic tools, and all boulders of 1 cubic yard in volume or larger. Material which can be loosened with a pick, frozen materials, soft laminated shale and hardpan, which for convenience or economy is loosened by drilling, blasting, wedging or the use of pneumatic tools, shall not be classified as "Rock".

"Site" shall have the meaning set forth in the first recital, and is more fully described in Exhibit C. An individual Site shall mean any area of a property owned by the Owner upon which a System is constructed.

"Solar Plant" shall mean that portion of the System only related to converting solar radiation into electricity and explicitly excludes all energy conservation technologies.

“Subcontractor” shall mean any Person, other than Contractor and Suppliers, retained by Contractor to perform any portion of the Work (including any Subcontractor of any tier) in furtherance of Contractor’s obligations under this Agreement.

“Substantial Completion” shall mean satisfaction or waiver of all of the conditions for completion of that portion of the System applicable to a particular Work Order as set forth in Section 5.1(c).

“Substantial Completion Date” shall mean the actual date on which the Substantial Completion of the System, as defined in Section 5.1(c), has occurred.

“Suppliers” shall mean those Equipment suppliers with which Contractor contracts to build the System.

“System” shall have the meaning ascribed in the Recitals to this Agreement.

“Technical Dispute” shall have the meaning set forth in Section 7.5(b).

“Third Party” shall have the meaning of any persons or entity not affiliated with Contractor or Owner.

“Unanticipated Condition” shall have the meaning set forth in Section 3.5.

“Work” shall mean all obligations, duties, and responsibilities assigned to or undertaken by Contractor and described in Exhibit C with respect to the System.

“Work Order” shall mean the assigned Work for each Site as described in Exhibit C.

“Work Order Price” shall mean the amount for performing the Work that is payable to Contractor as set forth in Section 3.2, as the same may be modified from time to time in accordance with the terms hereof, and as described in Exhibit C.

Exhibit B – Certifications

Exhibit B-1	Drug-Free Workplace/Tobacco-Free Environment Certification
Exhibit B-2	Asbestos and Other Hazardous Materials Certification
Exhibit B-3	Iran Contracting Act Certification
Exhibit B-4	Workers Compensation Certification
Exhibit B-5	Prevailing Wage Certification
Exhibit B-6	Payment Bond
Exhibit B-7	Performance Bond
Exhibit B-8	Non-Collusion Declaration

DRAFT

Exhibit B-1: Drug-Free Workplace/Tobacco Free Environment Certification

Government Code section 8350 *et seq.*, the Drug-Free Workplace Act of 1990, requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. City of Holtville is not a "state agency" as defined in the applicable section(s) of the Government Code, but City of Holtville is a local agency under California law and requires all contractors on projects to comply with the provisions and requirements of Government Code section 8350 *et seq.*, the Drug-Free Workplace Act of 1990. Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- 1 Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- 2 Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace.
 - b. The person's or organization's policy of maintaining a drug-free workplace.
 - c. The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations.
- 3 Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I understand that if City of Holtville determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350 *et seq.*

I acknowledge that I am aware of the provisions of Government Code section 8350 *et seq.* and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

In addition, and pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 *et seq.*, Health & Safety Code section 104350 *et seq.* and City of Holtville Policies, all City of Holtville sites, including the Sites, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in City of Holtville property. City of Holtville property includes Owner Owned or Leased buildings, grounds, Owner owned vehicles and vehicles owned by others while on City of Holtville property. I acknowledge that I am aware of City of Holtville's policy regarding tobacco-free environments and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees,

agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Sites.

Effective Date:

November 10, 2025

Proper Name of Contractor:

SitelogIQ, Inc.

Signature:

Print Name:

Title:

Exhibit B-2: Asbestos & Other Hazardous Materials Certification

Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations "New Material Hazardous," shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for the Owner.

Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the Owner's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with "New Hazardous Material" containing equipment will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the Owner.

Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Effective Date:

November 10, 2025

Proper Name of Contractor:

SitelogIQ, Inc.

Signature:

Print Name:

Title:

Exhibit B-3: Iran Contracting Act Certification
(Public contract code sections 2202-2208)

PROJECT/CONTRACT NO.: 01, Government Code 4217 Energy Services Agreement between City of Holtville ("Owner") and SitologIQ, Inc. ("Contractor")

Per California Public Contract Code Sections 2202-2208 or Owner's reduced threshold, prior to bidding on or submitting a proposal for a contract for goods or services of \$500,000.00 or more to the Owner, the Contractor must either:

1. Certify it is **NOT** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or
2. Demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **ONE** of the options below. California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205).

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **NOT** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i> November 10, 2025	<i>Executed in</i>

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or to enter into or to renew, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and **ATTACH DOCUMENTATION DEMONSTRATING THE EXEMPTION APPROVAL.**

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

END OF DOCUMENT

Exhibit B-4: Workers' Compensation Certification

The Contractor and all of its Subcontractors shall pay all workers on all work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the State of California Department of Industrial Relations, for the type of work performed and the locality in which the work is to be performed within the boundaries of the Owner, pursuant to sections 1770 et seq. (1770 & 3700) of the California Labor Code.

Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by the Director of the State of California Department of Industrial Relations, are available upon request at the Owner's principal office. Prevailing wage rates are also available on the internet at <http://www.dir.ca.gov>. Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one (1) or more insurers duly authorized to write compensation insurance in this state; and/or
- b. By securing from the Department of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Department of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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.

Effective Date:

November 10, 2025

Proper Name of Contractor:

SitelogIQ, Inc.

Signature:

Print Name:

Title:

(In accordance with Labor Code sections 1860 and 1861, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

END OF DOCUMENT

Exhibit B-5: Prevailing Wage and Related Labor Requirements Certification

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

1. CLAUSES MANDATED BY CONTRACT WORK HOURS & SAFETY STANDARDS ACT. As used in the following paragraphs, the terms laborers and mechanics include watchmen and guards.

- a. Overtime requirements.** No Contractor or Subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in the foregoing paragraph the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the foregoing paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to Work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the foregoing paragraph.
- c. Withholding for unpaid wages and liquidated damages.** The Owner may upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of Work performed by the Contractor or Subcontractor under the Contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the foregoing paragraph.
- d. Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the foregoing paragraphs concerning Overtime Requirements and Violation: Liability for Unpaid Wages and Liquidated Damages and also a clause requiring each Subcontractor to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set in this section.

I hereby certify that I will also conform to the Federal Labor Standards Provisions regarding minimum wages, withholding, payrolls and basic records, apprentice and trainee employment requirements, equal employment opportunity requirements, Copeland Act requirements, Davis-Bacon and Related Act requirements, Contract Work Hours and Safety Standards Act requirements, and any and all other applicable requirements for federal funding for all Work on the above Project.

Effective Date:

November 10, 2025

Proper Name of Contractor:

SitelogIQ, Inc.

Signature:

Print Name:

Title:

END OF DOCUMENT

Exhibit B-6: Payment Bond

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing body of the _____ a city, ("Owner") and SitelogIQ, Inc. ("Contractor") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient and proper to perform the following project:

Energy Services Agreement ("Contract") which Contract dated July 30, 2025, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part thereof; and

WHEREAS, pursuant to law and the Contract, the Contractor is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to one hundred percent (100%) of the value of the Work Orders contained therein, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Contractor and _____ ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of _____ (\$_____), lawful money of the United States, being a sum notless than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Contractor or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond. Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Contractor and Surety above named, on July 30, 2025.

(Affix Corporate Seal)

Contractor	
By	
Surety	
By	
Name of California Agent of Surety	
Address of California Agent of Surety	
Telephone No. of California Agent of Surety	

Exhibit B-7: Performance Bond

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing body of the City of Holtville a city, ("Owner") and SitelogIQ, Inc. ("Contractor") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient and proper to perform the following project

Energy Services Agreement ("Project" or "Contract") which Contract dated July 30, 2025, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, said Contractor is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, the Contractor and ("Surety") are held and firmly bound unto the governing body of the Owner in the penal sum of _____ (\$_____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and
- Pay to the Owner all damages the Owner incurs as a result of the Contractor's failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Contractor, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the Owner, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

Surety expressly agrees that the Owner may reject any contractor or subcontractor proposed by Surety to fulfill its obligations in the event of default by the Contractor. Surety shall not utilize Contractor in completing the Work nor shall Surety accept a Bid from Contractor for completion of the Work if the Owner declares the Contractor to be in default and notifies Surety of the Owner's objection to Contractor's further participation in the completion of the Work.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the Owner from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the Owner's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Contractor and Surety above named, on July 30, 2025.

(Affix Corporate Seal)

Contractor

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone No. of California Agent of Surety

Exhibit B-8: Non-Collusion Declaration
(EXHIBIT B-8)
(Public Contract Code § 7106)

The undersigned declares:

I am the President of the West Energy division of SitelogIQ, Inc., the party making the foregoing Agreement.

The Agreement is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Agreement is genuine and not collusive or sham. Contractor has not directly or indirectly induced or solicited any other entity to put in a false or sham bid or proposal. Contractor has not directly or indirectly colluded, conspired, connived, or agreed with any other designer/builder or anyone else to put in a sham bid or proposal, or to refrain from proposing. Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Contract Price of Contractor or any other entity, or to fix any overhead, profit, or cost element of the Contract Price, or of that of any other entity. All statements contained in the Contract are true. Contractor has not, directly or indirectly, submitted his or her Contract Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, governing agency, or to any member or agent thereof, to effectuate a collusive or sham bid or proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Contractor that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of Contractor.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the following date:

Effective Date:

November 10, 2025

Proper Name of Contractor:

SitelogIQ, Inc.

Signature:

Print Name:

Title:

Exhibit C

Photovoltaic Renewable Energy System Installation and Energy Conservation Work Including Lighting Retrofit Replacements

PROJECT SCOPE OF WORK INDEX

<u>Section 1</u>	Basis of Energy Engineering
<u>Section 2</u>	Lighting Scope of Work
<u>Section 3</u>	Solar Plant Scope of Work
<u>Section 4</u>	Proposed Project Installation Timeline & Coordination
<u>Section 5</u>	Work Milestones
<u>Section 6</u>	Fixed Price Amount
<u>Section 7</u>	Progress Payment Schedule
<u>Section 8</u>	Performance and Payment Bonds
<u>Section 9</u>	Terms and Conditions

1.0 BASIS OF ENERGY ENGINEERING

Forecasted energy savings are the difference between the pre- and post-retrofit period consumption for the equipment included in the scope of Work. The pre-retrofit (or Baseline) data for this project covers the period from December 2023 through November 2024. The Baseline data takes into consideration the quantity of facilities and size; 2023/2024 building operational schedules; occupancy factors and utilization; utility usage, costs and utility rates along with the available average NREL weather data for the closest weather station. Except weather data, this information has been obtained from the City.

Since Contractor does not control/follow the building/site operations on a day-by-day basis, it is virtually impossible to track the energy consumption and savings from utility bills due to many dynamic factors that are out of Contractor's control. These factors (permanent or temporary) include, but are not limited to: weather changes; changes in the use of any facility and number of occupants (including, but not limited to, staff); changes to the hours of operation of any facility; changes to the control system scheduling; changes or modifications to the equipment or services provided under this Agreement; changes in utility suppliers, method of utility billing, number of days in the billing cycle, utility rates or method of utility purchasing; improper maintenance of the equipment or of any energy-consuming equipment; changes to the equipment or to any facility required by changes to building codes; additions or deletions of energy-consuming equipment; personal portable heaters; refrigerators and vending machines and/or additions or deletions of any facilities (i.e. portable buildings), etc.

Therefore, engineering calculations approach is based on a measure-by-measure (ECM-by-ECM) basis and is to be derived by comparing the specific value of physical parameters after the installation to its value prior to the installations. For example: lighting systems retrofit (see below) will result in lower wattage consumption than Baseline scenario. This measure is not affected by weather changes, HVAC or other unrelated equipment energy consumption that are reflected in the utility bills. Below are some key characteristics and features of the measure-by-measure energy saving calculations method:

- It calculates savings based on City inputs, field measurements, and agreed upon assumptions and stipulations.

- It does not involve utility bill comparisons; however, utility bills may be analyzed to identify energy consuming trends and correlations.
- It is structured so that the individual measure's savings, as described in Scope of Work, shall not be affected by unrelated building modifications.

In any event, the overall energy use of the facility would be lower than if the energy saving measures (retrofits) identified in the facility solutions project herein had not been implemented.

If desired, Contractor may provide additional utility data analysis and benchmarking based on the standard engineering principals for an additional fee (excluded from this Scope of Work). The City is to notify Contractor in writing no later than thirty (30) days after any changes as outlined above made to the Property that would affect the energy usage at the Property. The City shall make available to Contractor no later than thirty (30) days upon receipt, on a monthly basis for at least one year after Completion and Acceptance Date, copies of required energy bills, energy usage data, and any other such documentation related to changes to energy usage as outlined above.

Scope of Work presented herein is based on retrofits feasibility, cost effectiveness and maximum energy savings for the different ECM's. Equipment brand and/or materials noted herein can be substituted with similar equipment/materials based on the availability and costs at the time of the scheduled installation, constructability and other considerations as determined by the engineer and project manager.

In order to achieve energy savings in the future years and for trouble-free operation, City agrees to maintain and service the equipment and systems included in the Scope of Work per equipment manufacturer's guidelines and in accordance with industry standards as applicable to the specific systems. The City may need to provide accurate preventative maintenance and repair records for any work performed on the systems included herein.

2.0 LIGHTING SCOPE OF WORK

Energy savings are realized as result of the total input watts of the lighting fixtures being reduced. Energy savings resulting from the Lighting System Retrofit have been estimated for each individual light fixture type based on the following simple formula:

Annual Saving, \$ = (Existing Watts – New Watts) /1000 x Hours/Year x Utility Rate x N

Where,

Existing Watts –	Wattage rating for the existing (Baseline) light fixture
New Watts –	New wattage rating for the existing light fixture
Hours/Year –	Annual number of “burn-hours” (run hours for different areas)
Utility Rate –	Actual weighted composite utility rate, \$/kWh
N –	Number of light fixtures of the particular type (see below for the actual quantities).

Currently the 4 sites have a mixture of lighting technologies. In general, past modernization and retrofit projects included the upgrading of several sites with first generation electronic ballasts and T-8 fluorescent lamps. Areas not inclusive of these past projects are still using older style inefficient T-12/T-8 fluorescent lamps.

This project will provide a significant energy reduction while improving overall lighting quality. T-8 fluorescent lamps included in the Lighting Scope of Work below will be replaced with High Efficiency LED fixtures. In addition to the linear fluorescent fixture retrofits, HPS, MH, INC, and CFL lamps identified in the scope of work below will be replaced with LED lamps or fixtures unless specifically excluded.

Exterior lighting included in this project will be replaced with new LED fixtures or lamps as applicable.

Expendable lighting lamps and ballasts will be disposed of per current EPA regulations. Any lighting ballasts removed that contain PCB's will be treated as Hazardous waste and disposed of per EPA hazardous waste regulations.

Unless specifically requested by the City, the intent of lighting retrofit Work is not to increase the light levels but rather to maintain the existing or better lighting levels while maximize energy savings without re-designing the overall system. In some cases, where the areas are over illuminated (per Illumination Engineering Society recommendations), light levels may be reduced to the recommended levels. Unless specifically requested by the City, the retrofitted lamps will be based on 4000K for interior lamps and 5000K for exterior lamps, unless otherwise noted in listed scope below.

Scope of Work presented herein is based on retrofits feasibility, cost effectiveness and maximum energy savings for the different options. The presented retrofits will not affect the usability of the buildings or facilities and therefore are not alterations, additions, new construction or modification of the existing systems. The proposed Lighting Retrofits predominantly use Type A LED lamps combined with high efficiency ballast. This retrofit will not modify or alter the existing T-Bar ceiling and existing fixtures. Therefore, this scope is considered general maintenance and not a modification and/or replacement of the fixture.

As a result, the scope of work is considered maintenance replacement of the existing outdated lighting system components with like-kind components of higher efficiency and longer useful life. Maintenance related items are not considered lighting alterations and are exempted from many Title 24 provisions for the new installations. Due to the possibility of dissimilar interpretations of regulations, additional cost-incurring system upgrades may be requested. Upon the City requesting changes based on interpretations, the Contractor will provide a written change order to the City for review and approval.

All the new fixtures listed below are covered with 1-year parts & labor warranty by Contractor and additional 4-year manufacturer's materials warranty.

Below is the Itemized Scope of work below for specific retrofit strategies and fixture totals for each site:

Site	Area / Room	Existing Lighting Type	Qty	Proposed Lighting Solution	Qty
Ralph Samaha Park	Basketball	Flood, HPS 240W	8	Flood, LED 100W	8
Ralph Samaha Park	Basketball	Flood, MH 460W	8	Flood, LED 190W	8
Ralph Samaha Park	Restroom (Field - 1)	Wallpack, INC 60W	4	Selectable CCT Wallmount, LED 30W	4
Ralph Samaha Park	Restroom (Field - 2)	Wallpack, INC 60W	5	Field Selectable Wallmount, LED 30W	5

Ralph Samaha Park	Pool (Exterior)	Wallpack, INC 60W	4	Garage & Canopy Selectable, LED 20W	4
Ralph Samaha Park	Restroom (Pool - 1)	T8 4ft 2-Lamp, 59W	4	Linear Field Adj., LED 21W	4
Ralph Samaha Park	Restroom (Pool - 2)	T8 4ft 2-Lamp, 59W	4	Linear Field Adj., LED 21W	4
Ralph Samaha Park	Storage	T8 4ft 2-Lamp, 59W	2	Linear Field Adj., LED 21W	2
Ralph Samaha Park	Pool Room	T8 8ft 1-Lamp, 59W	2	Linear Field Selectable, LED 60W	2
Ralph Samaha Park	Side Access	Jelly Jar CFL, 29W	2	A19, LED 9W	2
Chamber of Commerce	Back Room	T8 8ft 1-Lamp, 59W	1	Linear Field Selectable, LED 60W	1
Chamber of Commerce	Back Room	T8 4ft 4-Lamp, 118W	1	Linear Field Adj., LED 42W	1
Water Treatment Plant	Office	T8 4ft 2-Lamp, 59W	3	Linear Field Selectable, LED 40W	3
Water Treatment Plant	Office	T8 4ft 2-Lamp, 59W	10	Retrofit Kit 2x4, LED 35W	10
Water Treatment Plant	Office	T8 4ft 2-Lamp, 59W	1	Linear Field Adj., LED 21W	1
Water Treatment Plant	Restroom	T8 4ft 2-Lamp, 59W	1	Linear Field Adj., LED 21W	1
Water Treatment Plant	Tool Room	T8 4ft 2-Lamp, 59W	8	Linear Field Selectable, LED 60W	8
Water Treatment Plant	Electrical Room	T8 4ft 2-Lamp, 59W	8	Linear Field Adj., LED 21W	8
Wastewater Treatment Plant	Breakroom	T8 4ft 2-Lamp, 59W	4	Retrofit Kit 2x4, LED 35W	4
Wastewater Treatment Plant	Office	T8 4ft 2-Lamp, 59W	6	Retrofit Kit 2x4, LED 35W	6
Wastewater Treatment Plant	Shower	T8 4ft 2-Lamp, 59W	2	Linear Field Adj., LED 21W	2
Wastewater Treatment Plant	Restroom	T8 4ft 2-Lamp, 59W	1	Linear Field Adj., LED 21W	1
Wastewater Treatment Plant	Main Office	T8 4ft 2-Lamp, 59W	5	Retrofit Kit 2x4, LED 35W	5
Wastewater Treatment Plant	Main Office	T8 4ft 2-Lamp, 59W	1	Retrofit Kit 2x4, LED 35W	1
Wastewater Treatment Plant	Drive Aisle	T8 4ft 2-Lamp, 59W	3	Linear Field Selectable, LED 40W	3
Wastewater Treatment Plant	Workroom	T8 4ft 2-Lamp, 59W	3	Linear Field Selectable, LED 40W	3
Wastewater Treatment Plant	Blower Room	T8 4ft 2-Lamp, 59W	4	Linear Field Selectable, LED 40W	4

Wastewater Treatment Plant	Ext001	Wallpack, MH 185W	2	Field Selectable Wallmount, LED 60W	2
Wastewater Treatment Plant	UV Area	T8 8ft 2-Lamp, 158W	8	Linear Field Selectable, LED 80W	8
Total:					115

2.1 Lighting System Terms and Definitions

- INC Standard Incandescent style lamp
- LED Light Emitting Diode technology
- T-8 High Efficient 8/8" diameter lamp
- T-12 Inefficient 12/8" (1.5") diameter lamp
- CFL Compact Fluorescent Lamp
- MH Metal Halide
- HPS High Pressure Sodium lamp
- Flood A type of exterior lighting fixture possessing directional capabilities.

2.2 Lighting Scope of Work Exclusions

The above Scope of Work excludes the following:

- Repair of any preexisting electrical distribution problems. Upgrade of pre-existing power quality issues including but not limited to LED flickering due to grounding issues, etc. Repair or replacement of any existing lighting controls & scheduling (to remain as-is) including older controls incompatibility; new lighting controls; incompatible technology; dimmable ballasts.
- All existing LED lighting, all emergency ballasts, all Stadium lighting, all cracked/yellow lenses that requires custom order to be replaced, all cracked/yellow lenses for any existing LED fixtures.
- Asbestos, ballasts leaking PCB, lead removal, sheetrock work, framing, stucco, painting of any kind (if needed).
- Title 24 design & documentation (exempted); permits, reviews, and approvals (exempted).
- New acoustical ceiling tiles for the existing T-bar grid unless broken by Contractor; Seismic Strapping.
- Any additional costs associated with COVID-19 (this includes, but not limited to, safety training, sanitizing equipment, limitation on number of workers in a space, etc.).
- All exterior lighting work is to be completed during normal hours and all interior lighting work is to be completed during shift hours. Any request by City to change working times may result in a change order for added overtime rates.
- Any items not specified in this scope of work.

3.0 SOLAR PLANT SCOPE OF WORK

General

The scope of work for the new systems include engineering, permitting, procurement, construction, and commissioning, supervision, materials and supplies, labor, tools, construction equipment and machinery, utilities and transportation for the proper execution and completion of a fully integrated and operational System, unless otherwise excluded in this Scope of Work. Contractor shall perform, supervise and direct the Work in accordance with Industry Standards, Applicable Law and Project Milestone dates.

3.1 Solar System Summary

System Descriptions

Site 1

1. **Premises Location:** Water Treatment Plant

180 E 4th St, Holtville, CA 92250

2. **Approximate System Size (DC kW):** 155.0 (DC)

3. **System Description:**

☒ Ground Mount ☐ Roof Mount ☐ Canopy Structure ☐ Other: _____

Module: Heliene USA, 156HC M10 SL 570 or similar

Inverter: Qty (2): CPS, SCA60KTL or similar

Racking: MBL Energy Fixed-Tilt Ground Mount System or similar

Site 2

1. **Premises Location:** Wastewater Treatment Plant

1250 Kamm Rd, Holtville, CA 92250

2. **Approximate System Size (DC kW):** 88.9 (DC)

3. **System Description:**

☒ Ground Mount ☐ Roof Mount ☐ Canopy Structure ☐ Other: _____

Module: Heliene USA, 156HC M10 SL 570 or similar

Inverter: Qty (2): CPS, SCA36KTL or similar

Racking: MBL Energy Fixed-Tilt Ground Mount System or similar

In general, the PV Systems will consist of the following:

- a. PV modules
- b. PV module support structure
- c. Inverter(s)
- d. System electrical protection
- e. Electrical disconnects
- f. Switchgear
- g. Control and monitoring systems
- h. Outdoor rated equipment enclosures
- i. Cables, wires, jumpers, connectors, system grounding and associated trenching and/or boring
- j. Equipment foundations
- k. Under Canopy Lighting
- l. Signage
- m. Fencing for ground mount system at Water Treatment Plant

3.2 Engineering Design Services

Contractor shall be responsible for detailed design and operational coordination of equipment and materials installed for the System. Contractor shall conform to Industry Standard and Applicable Law.

The following design services shall be provided by the Contractor:

- A. Civil Engineering design, including the preparation of the following:
 - Site Plan
 - Geotechnical Report (if required)
- B. Structural Engineering Design, including:
 - Foundations and other structural concrete
 - PV module support structural design
 - Structural design calculations, as required
- C. Electrical Systems design, including:
 - PV modules
 - Inverter
 - DC combiners, disconnects, fuses, and wiring
 - AC breakers and disconnects
 - Revenue metering
 - Enclosures, conduit, and wiring
 - Communications and control systems as described herein
 - Other electrical systems included in the scope of work

Shade Structure Design Basis Table

Finish Type	Pier Depth	Degree Tilt Max	Minimum Clear Height	Assumed SdS Value	Wind Max Value	Wind Exposure	Snow Load
Galvanized (G90)	8'-0"	20 (max)	N/A	1.08g	110 mph	B	0 psf

3.3 Permits

Contractor shall obtain and shall file on a timely basis any documents required to obtain Applicable Permits except those permits that are the responsibility of the City ("City Permits"). City shall obtain, and shall file on a timely basis, any documents required to obtain all such City Permits. City shall pay for all taxes, fees, and costs required to obtain all Permits.

Applicable Permits include:

- Fire Marshal
- General Construction and Building Permits

City Permits include:

- CEQA (Categorical Exemption certified by the City is assumed for this project)
- Easements required to complete the work.
- All other permits required for construction of the System, except for Applicable Permits

3.4 Procurement

Contractor shall procure all materials and equipment included in the Scope of Work for the installation of a complete System under this Scope of Work.

3.5 Construction Services

The following services shall be provided by Contractor as part of the general construction activities:

- A. Civil construction, including surveying, clearing, grubbing, excavation, trenching, backfill, and fencing.
- B. Structural construction, including foundations, concrete work, grouting, anchors, erection of PV racks, shade structures, and other support structures.
- C. Electrical construction, including PV modules, combiners, inverter, disconnects, wiring, breakers, metering, control and monitoring systems, telecom systems, and lighting systems as required for a complete System.
- D. Safety services, including on-site safety equipment, personnel training, and safety monitoring of construction activities.
- E. Support services, including Contractor's trailers, shaded worker rest areas, restroom facilities, and security.
- F. Coordination with City's staff for site access, laydown, and storage with minimal interference with City operations.
- G. Operator training services.
- H. Restoration of landscape and hardscape to pre-construction condition, or in accordance with new design, as needed.
- I. Coordination of construction inspections, material verification, and testing as required.
- J. Lawful Disposal of refuse, spoils, chemicals, and waste materials associated with construction activities.
- K. Testing and start-up services for electrical and control systems included in the scope of work. Testing shall include pre-operational functional tests, equipment calibration, and insulation resistance tests. All necessary test equipment and instrumentation will be provided.
- L. Miscellaneous consumable materials required to erect the System.

- M. Coordination with City's Staff and Representatives, including Inspector of Record ("IOR") for all inspections and submittals.

3.6 Documentation Submittals

Contractor will prepare and submit designs, drawings, and specifications to the City for review and approval. City shall review the documents and provide any comments in writing to Contractor within ten (10) Business Days after receipt of such documents (the "Design Review Period"). Contractor will proceed with the assumption that City has approved the documents if no comments are received within ten (10) Business Days. Any comments provided by City after ten (10) Business Days that result in re-work shall constitute a Change Order. City shall consolidate all comments for each review cycle such that Contractor does not receive comments in separate submittals at different times from various City personnel. Any re-work as a result of receiving comments in separate submittals shall constitute a Change Order. To the extent consistent with Applicable Law and Industry Standards, Contractor will incorporate City comments into the final designs, drawings, and specifications (the "Construction Documents"), as applicable. Contractor shall submit such revised documents to City for additional Design Review Periods, which shall not extend longer than ten (10) Business Days, until City approves such revised documents subject to the terms of the Agreement.

The following list is not all inclusive but defines the Contract Documents that are required to be submitted by Contractor for review and approval by the City.

- A. Facility drawing with Project improvements drawn to scale (Site Plan).
- B. Electrical design package including:
 - Single Line AC and DC diagrams
 - Communication, Monitoring and Control schematics
 - Electrical Circuit and Conduit schedule
 - Electrical Equipment installation plans
 - Lighting plan, if required
 - Placard schedule
 - Equipment data sheets
- C. Structural Calculations package including:
 - Ground structural elements for ground-mount systems
 - Equipment foundations and enclosures
 - Security fencing
- D. System energy production calculations and software model based on Site Plan.
- E. Approved Applicable Permits.
- F. Geotechnical report including Project applicable soil properties (if required).
- G. Project Schedule.
- H. Environment, Health and Safety Plan.
- I. System Manual with specifications, startup, commissioning and testing procedures for relevant equipment.
- J. System Operation and Maintenance manual (O&M plan).
- K. As-Builts (Record Drawings).
- L. Professional Engineer Wet Stamps and signatures on final design documents:
 - Electrical Design package
 - Structural Calculation package

- M. Interconnection Agreement with Local Utility.
- N. Documentation for Rate Change with Local Utility.

3.7 Workmanship Warranty

Commencing on the Final Completion Date and for a period of one (1) year thereafter, Contractor warrants that the Systems will be free from defects (“Workmanship Warranty”). If a System has a defect, and City provides written notification of said defect within the one (1) year workmanship warranty period, Contractor will, at its option, either repair or replace the portion of the System that is defective at no cost to City within forty-five (45) days of notification. The Workmanship Warranty shall not apply to the extent such defect is caused by any of the following:

- (a) Alterations or repairs made to the supporting structure of any System or associated wiring and parts without Contractor's prior written approval;
- (b) Failure of a System to perform caused by legislative, administrative, or executive regulation, order or requisition of the government, local utility or public utilities commission, or any state, provincial or municipal government or official;
- (c) Use of a System beyond the scope contemplated in its operating manuals or technical specifications;
- (d) Damage to a System not caused directly or indirectly by Contractor or its subcontractors under any agreement between Contractor and City;
- (e) Force Majeure Events;
- (f) A change in usage of that portion of the Site on which the System is located which may affect building or site permits and related requirements, without the written approval of Contractor, or a change in ownership of building or property and the new owner has not signed an assumption agreement of the terms and conditions herein,
- (g) Any defect of deficiency to the extent the same results from a specific written direction from the City if, prior to implementing such written direction, Contractor advised City that City's written direction would so affect the warranty provided by Contractor hereunder.

3.8 Manufacturer Warranties

Contractor shall procure and assign to City warranties from the equipment manufacturers (the “Manufacturer Warranty”) to the extent said equipment is purchased and provided for the Solar Plant by Contractor. Solar energy equipment included in the scope of work for electricity generation (PV modules, inverters) shall have a minimum ten (10) year manufacturer performance warranty to protect against degradation of electrical generation output of more than 15% from their originally rated electrical output. Except as expressly provided in this Agreement, Contractor's obligations under this warranty do not apply to any defects whatsoever in the equipment purchased and provided by Contractor for the Solar Plant, provided Contractor has procured and assigned to City the Manufacturer Warranty of such equipment. Contractor makes no representation or warranty, and City shall seek no recourse from Contractor, regarding the Manufacturer Warranties, including, without limitation, any degradation in electrical generation output of the PV modules.

Contractor shall require that Manufacturers provide the following warranties:

- a. Inverters shall have a ten (10) year standard Manufacturer Warranty.
- b. PV modules shall have the following standard Manufacturer Warranties:
 - i. Five (5) year material and workmanship warranty;
 - ii. Ten (10) year power output warranty at ninety percent (90%) of rated nominal power output; and
 - iii. Twenty-five (25) year power output warranty at eighty percent (80%) of rated nominal power output.
- c. Meters shall have a one (1) year standard Manufacturer Warranty.

3.9 Project Closeout

- a. Contractor shall deliver to City an owner's manual, operator's manual and as-built drawings for the System no later than ninety (90) days after Substantial Completion occurs. For the avoidance of doubt, the as-built drawings shall be included in the punchlist items.
- b. At City's request, Contractor shall provide City's personnel up to four (4) hours of detailed and complete on-site operation training with respect to the System. City's personnel shall have the qualifications necessary to perform their activities and will be hired by City or its Affiliate. Contractor shall provide City reasonable assistance in soliciting and obtaining any subsidies, rebates or incentives that may be available from any Governmental Authority pursuant to or in connection with the purchase or operation of the System or otherwise. Contractor makes no representation nor warranty to City as to the availability or amount of any such subsidies, rebates or incentives.

3.10 City Responsibilities

Contractor shall not be obligated to perform any work or activity beyond the scope of the work and its other obligations under this Agreement. In particular, the following shall not be included in the Scope of Work and therefore shall be performed by City:

- a. The City shall furnish, to the extent not already provided to Contractor: (a) all surveys or other information in City's possession that describe the physical characteristics, legal limitations, and utility locations in and around the Site; (b) any prior environmental review documentation and all known information in City's possession concerning subsurface conditions, including without limitation the existence of any known Hazardous Materials, in or around the general area of the Site where the Work will be performed; (c) all relevant information in City's possession, including any structural or other relevant as-built drawings and photographs, of prior construction undertaken in the general area where the Work will be performed; (d) title reports less than one (1) year in age; and (e) any and all easements, zoning variances, planning approvals, including any resolution of any environmental impact issues, and any other legal authorization regarding utilization of the Site essential to the execution of the Work;
- b. City shall provide continuous access to the Site to perform the Work according to the Construction Schedule;

- c. City shall make water source available at the Site for construction water;
- d. City shall obtain the City Permits;
- e. City shall select its own personnel so that it is present at the date of Substantial Completion;
- f. City shall pay for and provide communication access for system monitoring;
- g. City shall pay for all taxes, fees, and costs required to obtain all Permits;
- h. City shall provide access to, and allow Contractor the use of, water lines, sewer lines, storm water lines, power lines, fuel lines, telephone and communication lines, pipelines, and drainage ditches; and
- i. City shall be responsible for operating the System from and after Substantial Completion.

3.11 General Clarifications & Qualifications to Scope of Work

- a. One (1) review cycle by City of the equipment layout drawings, one (1) review cycle by City of final design documentation, and one (1) final set of as-built drawings delivered to City in electronic format and hard copy.
- b. City will review and provide comments on drawings within 10 business days.
- c. Scope is based on code approved conduit and wiring methods.
- d. Contractor will not encounter any ground water during trenching and excavating.
- e. Native Soil can be utilized for backfill and compaction.
- f. Wiring from PV panels to combiners is USE cable and not placed in raceways.
- g. Grounding as required by NEC.
- h. Plastic UV-Rated cable ties and UV-Rated Cable Clips for wire management.
- i. Underground conduits shall be schedule 40 PVC with schedule 80 PVC risers.
- j. Placards shall be adhered and not mechanically affixed.
- k. AC and DC wiring to be aluminum where possible.
- l. Current electrical service has adequate capacity for the system.
- m. Inverters shall be mounted via piles or on columns with Unistrut. No Equipment Pads.
- n. Price is based on the COMEX and The Steel Index (TSI) material pricing as of the Effective Date. Increases to COMEX and The Steel Index (TSI) may result in an increase in the Contract Price.
- o. One (1) mobilization per site.
- p. Site parking being available to all Contractor and Subcontractor employees.
- q. Scope of Work Price is based on straight time Monday to Friday (no holidays) work week, 40 hours per week between 6:00 AM and 6:00 PM.
- r. Due to high heat index, work will be limited during Summer (or in excess of 100 degrees Fahrenheit).
- s. Prevailing Wage Labor included. Any delays or increased prevailing wage requirements not included.
- t. City will receive all necessary easements within 45 business days after the Effective Date.
- u. There are no existing encumbrances or easements on the site.
- v. Existing site is fairly level with minimum grading required to achieve +/- 1/10th grading performance standard.

- w. Adverse soil conditions, including rocky, sandy, contaminated, ground water, or otherwise problematic constructions limitations, may require additional costs.
- x. Piers to be installed via vibra-pile methods.
- y. Assumes pier depth for foundations to be no more than 8'-0".
- z. Solar is assumed to be interconnected via a load side tap at Water Treatment Plant.
- aa. Solar is assumed to be interconnected via a line side tap at Wastewater Treatment Plant.
- bb. City currently owns, or will own in its entirety prior to commencement of construction, the area necessary for installation of solar at the Water Treatment Plant as indicated in 3.13.

3.12 Solar Scope of Work Exclusions

The Solar Work excludes the following:

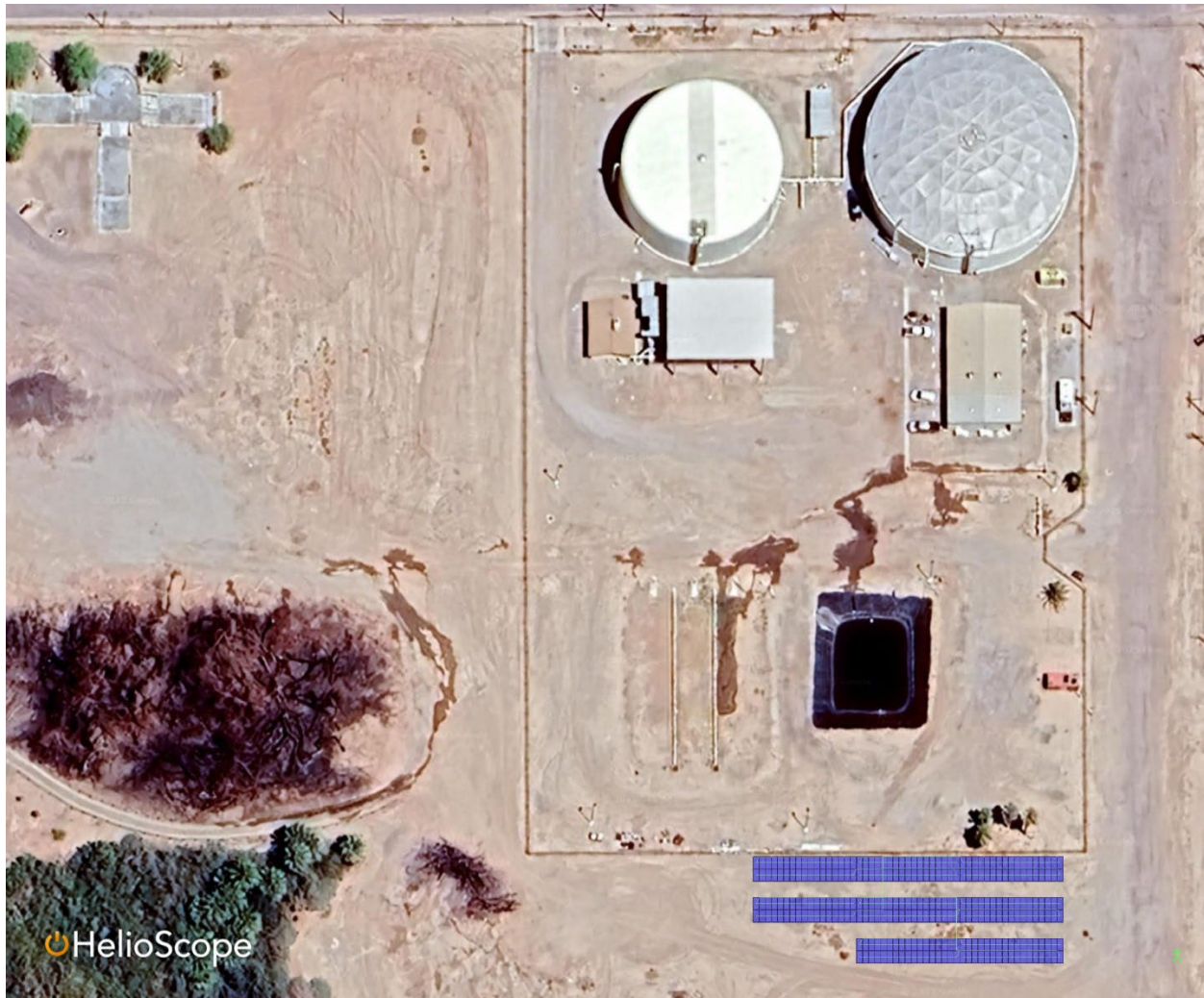
- a. Plumbing, Fire Sprinklers, Fire and Life Safety equipment and its components.
- b. Warranty, repair and/or upgrade of the existing mechanical, plumbing and electrical systems, air distribution and control systems found in disrepair or not compliant to code. Any and all systems and structure defects repairs/replacements as a result of pre-existing condition.
- c. Fees for expediting the manufacturing and/or delivery of electrical equipment.
- d. Upgrade of the existing site electrical service capacity and transformer.
- e. Any upgrades to existing parking lots, sidewalks, etc. unless otherwise included in scope.
- f. Drill hole casing, water mitigation, underground obstructions, caving soils, or Rock drilling.
- g. Any conditions, such as rock or hard-pan, that a 310 SG backhoe or similar cannot excavate.
- h. Fine grading.
- i. Special inspections.
- j. Hazardous material abatement and/or removal of any kind.
- k. Plan Check Fees (to be paid directly by the City).
- l. Inspector of Record fees.
- m. Storm Water Pollution Prevention Plan (SWPPP) or perimeter silt fencing.
- n. Americans with Disabilities Act (ADA) improvements including curb cutting, truncated dome installation, repainting, restriping, or installation of new signs.
- o. Tree removal, unless otherwise noted.
- p. Tree Mitigation Costs.
- q. Excessive shrub, plant, or other vegetation removal beyond minimal grading and grubbing.
- r. Relocation or removal of equipment storage or storage containers.
- s. String level monitoring.
- t. Relocation and modification of underground utilities.
- u. Premium time (except for utility tie-in).
- v. Field painting – lot striping, conduit painting, etc. above and beyond any items altered during construction or otherwise specified in the scope of work.
- w. Asphalt (fog, coating, and striping)
- x. Operation and Maintenance services.

- y. Net Generation Output Meter (NGOM).
- z. Site Security.
- aa. Temporary power / back up power during shutdown.
- bb. Metallic cable ties for wire management.
- cc. Removal and/or reconfiguration of sheet metal walls at vehicle shade structure adjacent to prospective installation at Wastewater Treatment Plant.
- dd. Privacy screen for temporary or permanent fencing. Barb wire for fencing.
- ee. Other Fees (plan check, utility permits, parking, etc.).
- ff. Compliance with Buy American, Buy America or Domestic Content Provision of the Inflation Reduction Act.
- gg. Any additional costs associated with COVID-19 (this includes, but not limited to, safety training, sanitizing equipment, limitation on number of workers in a space, etc.).
- hh. Any items not specified in this scope.

Contractor will notify the City of any excluded work or repairs which are necessary to the function of the Work as soon as Contractor becomes aware of such, and before proceeding with related work.

3.13 Site Plans

Water Treatment Plant – PV Layout



Wastewater Treatment Plant – PV Layout



4.0 PROPOSED PROJECT INSTALLATION TIMELINE & COORDINATION

This project will require extensive scheduling and coordination to ensure the efficient implementation of the Work shown herein. Contractor will provide retrofit services in Phases. Each construction Phase will include a complete PV system retrofit at a given building or site. Contractor will provide adequate and suitable supervision with a dedicated Project Manager.

The City shall provide safe access to the buildings and provide the necessary security for staff safety during the rigging and equipment handling process. During the retrofit services, areas of the building designated by Contractor may need to be vacated to ensure the safety of the occupants. It will be the City's responsibility to temporarily relocate the occupants to other buildings and/or, if needed, provide temporary facilities for the duration of the given phase of each project.

In order to minimize the disruption of City's operation, coordination and scheduling items shall include but are not limited to multiple trips to the job site, multiple equipment riggings, temporary relocation of the tenants (Staff), etc. Contractor will work with the City to develop a detailed project schedule. Once the project schedule is confirmed, Contractor will provide the City with a Schedule of Values and a progress payment schedule, which corresponds to the project schedule. The installation of this project will start upon executing this Agreement and ordering and obtaining necessary equipment, parts and

materials needed for installation, as listed in the scope of work. It is anticipated the construction phase of this project would be performed in 2026.

City and its representatives shall coordinate all the project activities with Contractor's Project Manager only.

5.0 WORK MILESTONES

Estimated Milestone Schedule	
Milestone	Milestone Date
Notice to Proceed	TBD
Equipment Procurement	Notice to Proceed + 8 Weeks
Construction Mobilization	Notice to Proceed + 20 weeks
Substantial Completion	Notice to Proceed + 60 weeks
Final Completion	Notice to Proceed + 72 weeks

Contractor shall be given a day-for-day slip in the Work Milestone Schedule for a delay in utility approvals beyond 12 weeks from Construction Mobilization date above. Contractor shall be given a day-for-day slip in the Work Milestone Schedule for a delay in Equipment delivery from the manufacture due to supply chain issues.

6.0 FIXED PRICE AMOUNT

The fixed price for this Scope of Work is **One Million, Eight Hundred Ninety-Eight Thousand, Nine Hundred Forty-One US Dollars (\$1,898,941.00)**.

7.0 PROGRESS PAYMENT SCHEDULE

The City shall pay to Contractor the progress payments set forth below when Contractor has completed the Work associated with such payment. Contractor must submit documentation at the time of invoicing for related progress payments.

Progress Payments Schedule	
Payment Milestone	% of Total Task Order Price
Notice to Proceed	10%
Equipment Deposit	25%
Progress Payments	50%
Substantial Completion	10%
Final Completion	5%

8.0 PERFORMANCE AND PAYMENT BONDS

Upon the written request of the City prior to commencement of work, Contractor shall provide evidence of the following bonds to City:

- a. Performance Bond. A bond issued by a corporate surety authorized to issue surety insurance in California, and reasonably acceptable to City, in an amount equal to one-hundred percent (100%) of this Scope of Work Price payable under the Agreement securing the faithful performance of this Scope of Work; and
- b. Payment Bond. A bond issued by a corporate surety authorized to issue surety insurance in California, and reasonably acceptable to City, in an amount equal to one-hundred percent (100%) of this Scope of Work Price payable under the Agreement securing the payment of all claims for the performance of labor or services on, or the furnishing of materials for, the performance of this Scope of Work.

The Performance and Payment Bonds shall guarantee timely completion of the Work in accordance with this Scope of Work and shall cover the installation period. The warranty period shall extend one (1) year following Final Completion.

The surety, having provided the Performance and Payment Bonds under this Scope of Work, shall assume no liability to Contractor, City or any third parties, should Contractor fail, for any reason, to deliver acceptable warranties beyond the one (1) year warranty period following Final Completion.

9.0 TERMS AND CONDITIONS

Unless otherwise stated, this Work Order shall be completed within the terms of the Government Code Section 4217 Energy Services Master Agreement executed on _____ between SitelogIQ, and the City.

[Signatures to follow]

IN WITNESS, WHEREOF, the Parties hereto have duly executed and delivered this Work Order as of the date set forth below.

SitelogIQ, Inc
a Delaware Corporation

By: _____ Date: _____

Name: John Gajan
Title: President, West Energy

City of Holtville
a City organized and existing under the laws of the State of California

By: _____ Date: _____

Name: Nick Wells
Title: City Manager

Exhibit E – Insurance

Contractor Insurance Requirements

1. Required Coverages. Contractor shall carry and maintain with carriers or self-insurance, as a minimum, the following insurance coverage:
 - (i) Workers Compensation Insurance and Employers Liability. In accordance with the laws of the state of where work may be done with limits for employer's liability in the minimum amount of one million dollars (\$1,000,000) for each occurrence and one million dollars (\$1,000,000) for each occurrence of bodily injury on a per employee basis.
 - (ii) Commercial General Liability. One million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) in the aggregate for bodily injury, personal injury and property damage, products and completed operations.
 - (iii) Commercial Automobile Liability, Any Auto. One million dollars (\$1,000,000) per accident including owned, non-owned, and hired automobiles.
 - (iv) Excess coverage of four million dollars (\$4,000,000) per occurrence and aggregate, or any other equivalent, available insurance coverage of the Contractor.
2. Policy Endorsements. Insurance coverage required to be maintained by Contractor under this Agreement shall:
 - (i) provide a severability of interests or cross liability clause for Commercial General Liability Insurance.
 - (ii) except in the case of worker's compensation insurance and other statutory insurances where it would be inappropriate, name Owner and others as may be reasonably required by Owner, as additional insured's; and to the extent permissible in accordance with the policy, include a waiver of subrogation by the insurers in favor of Owner and each of its respective assignees, Affiliates, agents, officers, directors, employees, insurers or policy issuers and a waiver of any right of the insurers to any set-off or counterclaim, whether by endorsement or otherwise, in respect of any type of liability of any of the Persons insured under any such policies.
3. Certificates. Contractor shall throughout the Agreement Term provide certificate(s) and/or memoranda of insurance evidencing the coverage specified in this Attachment E to Owner upon Owner's reasonable request.

Owner Insurance Requirements

1. Required Coverage. Owner shall carry and maintain with carriers or self insurance, as a minimum, the following insurance coverage:
 - (i) Workers Compensation Insurance and Employers Liability. In accordance with the laws of the state of where work may be done with limits for employers liability in the minimum amount of one million dollars (\$1,000,000) for each occurrence and one

million dollars (\$1,000,000) for each occurrence of bodily injury on a per employee basis.

- (ii) Commercial General Liability. One million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) in the aggregate for bodily injury, personal injury and property damage, products and completed operations.
 - (iii) Commercial Automobile Liability, Any Auto. One million dollars (\$1,000,000) per accident including owned, non-owned, and hired automobiles.
 - (iv) Excess coverage of four million dollars (\$4,000,000) per occurrence and aggregate, or any other equivalent, available insurance coverage of the Contractor.
 - (v) Builder's Risk. Owner shall procure and maintain builders' risk insurance (all-risk coverage) or similar policy for an amount equal to one hundred percent of the Agreement sum for the benefit of the Owner, the Contractor, and Subcontractors as their interest may appear. In projects involving no structural change or building construction, this requirement may be waived in writing, at the Contractor's sole option.
2. Policy Endorsements. Insurance coverage required to be maintained by Owner under this Agreement shall provide a severability of interests or cross liability clause for Commercial General Liability Insurance.
3. Certificates. Owner shall throughout the Agreement Term provide certificate(s) and/or memoranda of insurance evidencing the coverage specified in this Attachment E to Contractor upon Contractor's reasonable request.

Exhibit F – Certificate of Substantial/Final Completion

PROJECT: _____

DATE: _____

SitelogIQ, Inc. ("SitelogIQ") and Owner Name ("Owner") hereby acknowledge, confirm, and agree that:

1. The Project associated with the Agreement between SitelogIQ and Owner, dated original contract date, including all contract amendments, has reached ☐ substantial/☐ final Completion.
2. The contract value as of ☐ substantial/☐ final completion is \$_____.
3. ☐ The Project has reached Substantial Completion and the following terms apply:
 - a. The date of substantial completion shall be deemed to be the date upon which the occupation, beneficial use, and enjoyment of a work of improvement by the Owner, excluding any operation only for testing, startup, or commissioning.
 - b. A list of minor incomplete and corrective Work to be completed ("Punch List Work") prior to final payment is attached hereto. SitelogIQ and/or its Subcontractors shall complete the Punch List Work on or about insert date of anticipated final completion.
 - c. Unless otherwise provided by notice in writing, within five (5) business days of this notice, work is considered substantially complete and receipt of full payment will constitute acknowledgement and release of SitelogIQ from any further obligations, except the 1-year term warranty for workmanship and completion of the outstanding attached punch list items, if any.
 - d. Upon completion of the Punch List Work, Owner shall complete and cause to be recorded the attached Notice of Completion.
4. ☐ The Project has reached Final Completion and the following terms apply:
 - a. The date of final completion shall be deemed to be the date upon which the occupation, beneficial use, and enjoyment of a work of improvement by the Owner, excluding any operation only for testing, startup, or commissioning, and cessation of work on the Project.
 - b. Unless otherwise provided by notice in writing, within five (5) business days of this notice, work is considered complete and receipt of full payment will constitute acknowledgement and release of SitelogIQ from any further obligations, except the 1-year term warranty for workmanship.
 - c. Owner shall complete and cause to be recorded the attached Notice of Completion and close the following performance.
5. Owner's failure to sign this certificate of substantial/final completion shall not prohibit SitelogIQ from discharging its performance and payment bonds.

IN WITNESS WHEREOF, the Parties hereto have executed this Certificate of ☐ Substantial/☐ Final Completion as of the day and year of the Date of ☐ Substantial/☐ Final Completion written above.

City of Holtville

SitelogIQ, Inc.

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Exhibit G – Notice to Proceed

John Gajan
President, West Energy
SitelogIQ, Inc.
1651 Response Road
Suite 300
Sacramento, CA 95815

Re: Notice to Proceed

Dear John Gajan:

This Notice to Proceed is being issued by City of Holtville (“Owner”) to SitelogIQ, Inc. (“Contractor”) pursuant to the 4217 Energy Services Agreement, entered into on July 30, 2025.

This Notice to Proceed authorizes the Work described in Work Order #XX by Exhibit C of the Agreement.

By signing and dating this Notice to Proceed, the parties hereto agree to these terms and represent and warrant they have the authority to execute this Notice to Proceed on behalf of their respective organizations.

ACKNOWLEDGED & AGREED TO:

City of Holtville

SitelogIQ, Inc.

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

BUDGET-NEUTRAL COST SAVINGS ENERGY PROGRAM

Scope

- Solar Photovoltaic
- LED Lighting

Scale

- Wastewater Treatment Plant
- Water Plant
- Ralph Samaha Park
- Chamber of Commerce

Financials


- Total Amount Financed: \$2,099,000
- Total Program Savings: \$4,068,002
- Inflation Reduction Act: \$780,430



City of Holtville

REPORT TO COUNCIL

DATE ISSUED: November 5, 2025
FROM: Nick Wells, City Manager
SUBJECT: City Manager Update

Meeting Date	<u>11/10/25</u>
Item Number	<u>5 a</u>
City Manager	
Finance	_____
City Attorney	_____

INFORMATION ONLY – NO ACTION REQUIRED AT THIS TIME

ADMINISTRATION

Public Safety Lot/New Construction – Rubio Medina of Irvine, California was engaged in April, 2023, to perform Architecture services to design Phase I (Fire Apparatus Bay) and Phase II (PS Administration & Fire Dormitories) of this project. Staff met with Mr. Medina multiple times in early May, wherein iterative documents were discussed and revised. Pursuant to discussions between Council, Chief Silva, the CM and Mr. Medina regarding configuration, direction solidified for constructing a 3-bay apparatus section and a 2-story administration/residence area. Further discussion also clarified the placement of the building on the site and the external motif of the building. Mr. Medina moved forward with subconsultants for plumbing, electrical, HVAC, etc. Due to an increase in the size of the project over that which was called out in the RFP, the architect has approached the City about augmented funding, which may be brought to Council in the future. More solid delineation of cost estimates for the phasing of the project were presented in August and presented to Council for consideration. A status update meeting with Mr. Medina was held via Zoom in late January. Chief Silva and the CM got an update, wherein Medina estimated submission of plans for first plan check to be middle to late February. Chief Silva has continued to meet virtually with the architect and subconsultants on various issues over the past few weeks. The full set of drawings were finally submitted to the plan check firm in late April. This process is expected to be iterative with the architect, with multiple redlines and resubmissions, however, staff expected the entire process to be less than 60 days, however the architect has once again been very slow to turn the documents back around to the plan checkers. Staff recently became aware of some information the architect was “waiting on” to move forward and sent that to him. ***Chief Silva spoke with Mr. Medina early this week and although he continues to want to hold the project up for minor issue like landscaping and color schemes, he has resubmitted the drawings for a second plan review.***

Multiple conversations regarding augmented funding have taken place with staff, Council, and various entities. The CM compiled information from various sources and submitted an application for directed Congressional funding to Raul Ruiz’s office in early May. The City received word that the project was selected by the Congressman and recommended to the Congressional budget committee. Although we were notified in March that the Congressman’s projects were not funded, his office subsequently informed staff that the project will be resubmitted in the next round of funding. Staff will continue to work with the Congressman’s office in hopes that the funding will be secured in the coming fiscal year.

Staff continues to pursue additional funding sources. At the 2024 League of Cities Annual Conference, Councilmen Anderson and Goodsell joined the CM in multiple conversations with firms and organizations that show promise as potential funding sources. One salient proposal was received on which Council requested further research. The contact led to a two-year agreement in February with the CrisCom Company to represent the City in pursuing funding.

In late April, the CM and Mayor Goodsell flew to Sacramento in association with a League of Cities event and had an opportunity to meet with our state legislators regarding directed funding for the project. We were

also able to dovetail into ongoing conversations between ICSO and these representatives for funding their own Imperial County project. Budget funding will be tight, due to state shortfalls, but this work, along with assistance from CrisCom, put the City in a very favorable position to capture any potential windfalls. Chuck Jilloian, the President and CEO of CrisCom, addressed the Council at a June meeting, reiterating that our project stands a good chance of getting directed funding. The CM met with a CrisCom representative in August to get an update on the legislative process and discuss additional grant opportunities. It was revealed to our group at the League of Cities Conference that the City's \$2 million request to Congress made it out of committee and is still on track to be funded if/when a federal budget is passed.

Employee MOU Negotiations – the CM has been working with both the City Council and employee representatives to negotiate a framework for compensation and benefits for the City's full-time employees. Multiple items were proposed and accepted by both sides throughout the process. The employees accepted a final Council offer prior to the last meeting and an agreement was finalized. Action still must be taken with respect to Fire employees.

Personnel – after discussions with principals at The Holt Group, a decision was made to now utilize Cynthia Mancha as the new primary point person for the City's Planning functions. Cynthia has extensive experience in Imperial Valley development and served most recently on loan to the City of Brawley overseeing planning functions. Going forward, she will work with the current team at THG to coordinate these activities and projects with the City of Holtville. Ms. Mancha met with the CM and department heads in late October to get a starting picture of "goings on" in the City. *She has hit the ground running, moving several projects forward since that time.*

PUBLIC WORKS

TRANSPORTATION PROJECTS

Pear Canal Undergrounding/Ninth Street Improvements (Olive to Melon) – Initial action to proceed with this project was taken in early 2021. A deposit was forwarded to IID to begin design and multiple site visits with staff, the IID and City Engineer took place to discuss issues that needed to be addressed in design. Undergrounding work was scheduled to take place in December 2021, however, delays were discussed in those meetings from the IID side which eventually led to construction work being pushed back.

IID had procured Congressional funding for the project that the City was asked to administer. Late in the process, it was relayed to staff that by taking on administration of the funding, the City would now be responsible for paying the 11.47% matching funds necessary for the grant, which could be in the neighborhood of \$100k. Nevertheless, an agreement was approved with IID to administer the funding in October. The closing financial paperwork with Caltrans remains. The CM met with IID in early March to discuss their upcoming billing for the work done on the project and what amount would be left for the City to recoup for our expenditures. It is evident that IID came in under the construction estimate and there is opportunity for the City to recoup the bulk of its cash outlay for the project. There was a bit of a holdup with billing from IID, however, that was provided in July. A reimbursement package has now been provided to Caltrans and we await final determination. A final report will be provided at that time regarding the amount of the grant funds gleaned and the City's level of matching contribution.

The City was awarded funding through ICTC for the resulting necessary sidewalk and roadway improvements early in the process. LC Engineering was awarded the contract for design in February, 2024. Delays with the undergrounding project pushed back the start of the sidewalk project, necessitating a time extension. A web conference was held in September to clarify the need to move a portion of the funding for the street project into the current fiscal year. With the undergrounding project complete, staff will prepare an RFP to begin the construction of the curb, gutter and sidewalk, along with the minor pavement necessary to widen the roadway. Staff began discussion with the City Engineer in January to develop the RFP for this project to be released in March, however, clearance to proceed from Caltrans was not issued until late July,

so the procurement process has begun. Both Construction and RE/CM were advertised in September. Preferred contractors were selected and approved in late September. ***A pre-construction meeting was held this morning (Friday) and construction is expected to begin on Wednesday, 11/12, a few days ahead of schedule. Pyramid expects to be done by the end of the year.***

Pine Avenue Sidewalks – Subsequent to the awards of funding for streets projects utilizing Federal Highways dollars through ICTC in early 2022, another year of projects was quickly requested to be added. Holtville submitted a project to capture CMAQ dollars to add sidewalks to either side of Pine Avenue between Fourth and Fifth Streets. Action to approve was taken in October, 2023. A Task Order for The Holt Group to prepare Design plans was approved in September. Staff met with the City Engineer on some issues for this project in late October.

2025 Call for Projects – this topic was brought to City Council in late April to approve two projects suggested by staff. Pursuant to conversations at the SCAG Conference, the CM requested that planning staff work up and submit two additional projects by the due date. The 4 projects (Cedar Avenue from Fourth to Fifth, as well as Melon Avenue from Eighth to Ninth, Seventh to Eighth, and Sixth to Seventh) were submitted. ICTC went through the scoring process and the Holtville projects all scored toward the middle of the pack, however, especially given the palatable funding levels, all were proposed to be funded. ***Word was received in late October that these recommendations have now officially been forwarded to the SCAG Transportation Committee, then will be pushed on to the General Assembly for final determination.***

Capital Improvements Project Listing – a meeting was held in November, 2023, with staff, including the City Manager, City Engineer, City Planner and Water/Wastewater Lead Operator to discuss long term capital improvements needed in the City. Water system improvements, sewer system upgrades, streets projects and other issues were discussed and expected to be further explored. A more complete detailing of the discussion will be presented to the Council in the near future. Council has requested that this issue be moved up in the queue and this be addressed shortly. Staff reinitialized discussions and had some preliminary information on the late-April agenda. Discussion will continue on subsequent agendas.

PARKS

Railroad Trestle Repair – A grant was secured from the California Natural Resources Agency to repair the railroad trestle burned in a river bottom fire several years ago. This is necessary to connect the Trail to east side of the river and eventually the future Wetlands area. After over a decade and a half of being somewhat unsightly and unusable, the trestle will soon be fixed cosmetically and usable for pedestrian and non-motorized traffic. Documentation was finally signed for this grant in late October, 2021. Kleinfelder, Inc., was selected for Design services in April, 2024. A meeting with the design team was held in early May wherein various facets of the project were discussed. Multiple ideas to control costs and stretch the project dollars were decided upon. The decision was made to proceed with the general direction of keeping the original character of the structure, while making concessions to keep costs under control.

A January update meeting between the Design team, the City Planner and the CM revealed that the project had stalled due to a needed topographical study that the consultant thought the City would provide. After discussion, Kleinfelder engaged a local consultant to produce the document and the project is back in motion. Pursuant to a periodic plan check, reprioritization of the elements to be completed vis a vis available funding was amended in May. Kleinfelder provided 90% plans in late September, which included construction estimates. THG reviewed the plans and sent them back to Kleinfelder for clarification and/or correction. The revised plans were resubmitted and further comments were sent back by THG. 95% plans were received on Monday, 2/10, with some minor adjustments still needed. Staff worked to procure the final environmental and cultural clearances so that the project can go to bid. There has been a lack of information from the design engineer lately, so staff has reengaged and ***the CM reached out to them to finalize some minor details. We have now been forwarded final plans and the CM has asked THG to take the lead on moving the***

project forward from here. They will be coordinating bidding activities and the project should be advertised this month.

Holtville East Trail Link - The City Manager had multiple discussions in recent years about a Trail extension from the Trestle to the Country Club area, then to the UC Research station and eventually to Hwy 111 for easier access to IVC with active transportation funding options. The idea has been well received by SCAG staff and the head of County Public Works. An application for Active Transportation funding was developed in mid-2024 and a grant application was submitted in June to fund design of the project.

Mellinger Alamo River Trail - A grant was awarded in early 2024 to River Partners, a non-profit that deals in habitat restoration, for a project that would include a Wetlands trail spur. RP met with the City Manager and toured the site, then engaged Nicklaus Engineering to design the project. Staff was contacted by NEI in March to discuss design elements. River Partners staff continued to meet with the CM throughout the Spring and early Summer, performing a few physical “scouting” trips to decide the best path for the trail extension. They have done some preliminary exploration and soil sampling and continue to move the project forward. A tentative map was forwarded to the City this week. The original template is aggressive (i.e. “Expensive”), so it is assumed that discussions and concessions will be forthcoming. River Partners presented a slightly revised plan to the Council in early October to get feedback on the direction of the project. Staff met virtually with River Partners in mid-December, with some minor adjustments to the plans discussed. A regrouping meeting was held in February – we are awaiting a few studies to proceed with the next steps in finalizing design and procuring funding. The City has been working with the Institute for Local Government on support for various projects, so they met with RP in early March to eventually assist with procuring construction grants when the time arises. A progress meeting this week revealed that a cultural resources report is being produced, after which project costing will continue and scoping can be discussed. A site visit was held in late October with River Partners and IID to discuss issues. The meeting mainly centered on foliage issues, but next steps were discussed and a side discussion with IID regarding upkeep of the Wetlands was fruitful.

BUILDING DEPT - The City has issued **95** building permits in 2025. A list of permits issued by month is available on the City’s website at <https://www.holtville.ca.gov/building-planning/building-and-planning/building-department/>

Melon, LLC Housing Project (± 50) – A project has been in the works for some time at the northeast corner of Ninth and Melon, just outside the City limits. After years of confusion regarding the process, the project’s ownership group, led by John Hawk, engaged Development Design & Engineering in 2016 to assist in moving the project along. DD&E completed CEQA compliance, and a Mitigated Negative Declaration was adopted by the Planning Commission and City Council in late 2020.

The project was presented at the Planning Commission in October 2020 and drew a good deal of public opposition. PC action pushed the project forward with a designation of allowing R-1 or R-2 development, with Council accepting the PC recommendation in November, 2020. The denser R-2 zoning designation would allow up to 8 units per acre or approximately 65 units. The annexation was approved by LAFCo in February, 2021. We await further submission from the project proponent.

Staff spoke with Mr. Hawk multiple times to remind him that there are still several requirements to move his project forward, which he could be doing concurrently with the preparation and construction of the IID and City improvements. He said he will be speaking to his partners. As the undergrounding and street work are imminent, he still needs to produce a site plan, building plans, pull permits, etc. The City’s project should now have no bearing on his timeline. This was reiterated to Mr. Hawk again in January and again in July. The CM has spoken with Mr. Hawk periodically in the past few months and he conveyed a desire to sell the project, which is now listed for sale.

AMG Sunset Rose Senior Apartments (± 33) – In July, 2022, the City was granted HOME funding for this AMG & Associates apartment project, proposed in the area of Third and Grape. This will create some long-term oversight by the City, but it does continue to add housing. A subdivision map was approved for the property. A consultant to administer this grant was engaged in May, 2022, and an application for additional subsidized financing was approved by the City in late November.

A pre-submittal meeting was held in early November to discuss necessary aspects to the construction with the project proponent, including offsite improvements. Much of the discussion centered on handling stormwater. Final map and the necessary proposed lot split were approved in late February as well.

Start was delayed as construction bids came in significantly over projections. The developer had made a drawdown on funding, however, the ownership group was somewhat unresponsive as the project sat in limbo for some time. An extension on their CUP was requested and was granted by Planning Commission in May, 2024, then a pre-construction meeting with the developer and City was finally held in January. Construction is in progress, which the Building Inspector is overseeing. Word was recently received that construction is expected to wrap up by early November, however, the project still seems to be a few more weeks away from completion. *The new projected completion date is the week of Thanksgiving.*

AMG Pine Crossing Apartments (± 64) – This is a proposed mirror image project across from Fern Crossing complex. The Building Inspector and City Engineer have coordinated with a plan check firm on the plans that were first submitted in June. After a few iterations and resubmissions, the building plans were approved in early October. AMG is still working with The City Engineer and staff on finalizing all site work and off-site plans for utilities and stormwater handling. Dirt work on the project has begun. Staff met with the City Engineer to discuss issues with handling of stormwater for the property multiple times. A property boundary issue has surfaced with the lot to the north that will require examination. A phone conference was held with the developer and staff to discuss some issues regarding City requirements, then the CM met with the Construction superintendent multiple times in March to finalize City requirements. The design engineer has resubmitted plans for a contested water line and preliminary grading has begun. In late May, final approval of offsite plans was provided, fees were paid, and the grading permit was issued. Site work has ramped up over the past several weeks. Several issues with the underground work (primarily sewer and stormwater) have been addressed in the past few weeks and the progress continues. Visually, the project seems to be accelerating and they continue to work through staff on issues.

Peri & Sons Ag Labor Housing (66) – this project was introduced to Planning Commission earlier this week. It proposes to construct USDA-approved dormitory style housing for up to 660 H2A Visa Program agriculture laborers working for the applicant firm. PC approved the site plan and density waiver contingent on City Council approval of the land use designation and Conditional Use Permit. A Public Hearing was held at a subsequent City Council meeting and the project was approved. We will now await more definitive site plans and building design for review. Staff has received word that the proponent plans to submit plans in the next few weeks and hopes to be in construction by the Fall. The contractor met with staff in July to inform the City of upcoming submission and to discuss the potential timeline for approval to move forward with building permits. Plans have been submitted for review and the site is currently being cleared.

WATER ENTERPRISE

Rate Study – The profitability of the Water Enterprise has been problematic in recent years. Coupled with the debt covenant to budget a net revenue of 120% of the annual debt service, a rate adjustment has been explored. A formal Water Rate Study must be completed, which will be brought back for discussion at some point in the future.

MEETINGS & EVENTS RECENTLY ATTENDED :

- 10/27/25 Department Head Meeting City Hall
- 10/27/25 Holtville City Council Meeting City Hall
- 10/28/25 Alamo River Trail (Wetlands Spur) Check-in Meeting Web Conference
- 10/31/25 Holtville Rotary Club Luncheon St. Paul's Lutheran Church
- 11/03/25 Department Head Meeting City Hall
- 11/03/25 Veterans Day Parade Planning Meeting City Hall
- 11/04/25 BOOST Assistance Check-in Web Conference
- 11/06/25 NW Vacation Day (*Out of the Office*)
- 11/07/25 W Ninth Street Sidewalk Project Pre-Con Meeting City Hall
- 11/07/25 Holtville Rotary Club Luncheon Vessey Offices
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-

UPCOMING EVENTS :

- 11/10/25 Department Head Meeting City Hall
- 11/10/25 Holtville City Council Meeting City Hall
- 11/11/25 Veterans Day Observed (*City Hall Closed*) City Hall
- 11/12/25 ICTC Management/CCMA Meetings County of Imperial
- 11/13/25 IV Foreign Trade Zone Meeting IC Workforce Development (EC)
- 11/14/25 Holtville Rotary Club Luncheon St. Paul's Lutheran Church
- 11/15/25 12th Annual IV Veterans Day Parade Fifth Street City Hall
- 11/15/25 Holtville Farmers Market & Street Fair
- 11/17/25 Department Head Meeting City Hall
- 11/17/25 W Ninth Street Proposed Construction Start Project Site
- 11/18/25 ERP Software Demonstration Online Meeting
- 11/18/25 BOOST Assistance Check-in Web Conference
- 11/18/25 Holtville Planning Commission Meeting City Hall
- 11/24/25 Department Head Meeting City Hall
- 11/25/25 Alamo River Trail (Wetlands Spur) Check-in Meeting Web Conference
- 11/25/25 Holtville City Council Meeting City Hall City Hall
- 11/26/25 Team CA Monthly Meeting Web Conference
- 11/27/25 Thanksgiving Day (*City Hall Closed*)
- 11/28/25 Thanksgiving Observed (*City Hall Closed*)
- 12/04/25 Tree Lighting Ceremony (*Tentative*) Holt Park
- 12/18/25 Holtville CofC Christmas in the Park Holt Park
-

If you have any questions about any of the items presented, please feel free to contact me directly.

Respectfully submitted,



Nicholas D. Wells, City Manager

City of Holtville

REPORT TO COUNCIL

MEETING DATE:	<u>11/10/25</u>
ITEM NUMBER	<u>5 b</u>
Approvals	CITY MANAGER _____
	FINANCE MANAGER _____
	CITY ATTORNEY _____

DATE ISSUED: November 05, 2025

FROM: Chandler Sinclair, Finance Supervisor

SUBJECT: Finance Department Update

INFORMATION ONLY – NO ACTION REQUIRED AT THIS TIME

City of Holtville Financial Update – Enterprise Funds

The purpose of the following information is to address the financial health of the City of Holtville's **Enterprise Funds** through **Q1FY2026** (as of September 30, 2025).

The Finance Department has examined and evaluated the Enterprise Funds – Water, Sewer, and Trash – making necessary adjustments to ensure all revenues and expenditures have been properly recorded with efforts to establish increased knowledge of current financial standing and to better generate future projections and proposals.

The following report includes a comparison of actual performance against budgeted figures as well as the Year-over-Year (YoY) figures. This report serves as a comprehensive overview of the City's General Fund through Q1FY2026 (as of September 30, 2025), which shows areas where the City has outperformed expectations and shows areas that may require improvement. In addition, there are some levels of explanation included for the anomalies observed.

This evaluation will enable the City to frame actionable strategies for the future.

Please note that the financial figures presented in this analysis are preliminary estimates and have not yet been audited or finalized. Final audited results may differ from the amounts shown in this report.

	2024-25				2025-26					YoY Change
Acct. Description	Budget	Thru Sept	Y/E Actual	% of Bgt	Budget	Thru Sept	% of Bgt	Projected	% of Proj	
WATER ENTERPRISE										
REVENUE										
Revenue from Use of Money	17,500	5,332	49,292	30.5%	40,000	-	0.0%	40,000	0.0%	-100.0%
Total Current Services	1,509,000	409,429	1,252,038	27.1%	1,442,000	390,719	27.1%	1,251,627	31.2%	-4.6%
Total Other Revenue	53,000	14,881	69,696	28.1%	53,000	12,781	24.1%	48,708	26.2%	-14.1%
TOTAL REVENUE	1,579,500	429,642	1,371,026	27.2%	1,535,000	403,500	26.3%	1,340,335	30.1%	-6.1%
EXPENDITURES										
Salaries & Wages	281,437	72,835	273,802	25.9%	273,473	77,020	28.2%	288,146	26.7%	5.7%
Fringe Benefits	110,899	26,204	77,450	23.6%	110,840	21,978	19.8%	75,148	29.2%	-16.1%
Personal Expenses	17,575	3,048	13,281	17.3%	16,775	5,569	33.2%	17,814	31.3%	82.7%
Materials, Supplies & Services	602,850	116,715	529,669	19.4%	598,600	142,809	23.9%	688,219	20.8%	22.4%
Data Processing	19,385	5,741	14,577	29.6%	22,350	6,109	27.3%	14,304	42.7%	6.4%
Transfer Out	125,000	62,500	125,000	50.0%	125,000	62,500	50.0%	125,000	50.0%	0.0%
Debt Service	194,906	136,360	194,454	70.0%	191,698	135,072	70.5%	135,072	100.0%	-0.9%
Capital Improvements	296,833	-	118,027	0.0%	279,333	1,395	0.5%	100,000	1.4%	
TOTAL EXPENDITURES	1,648,885	423,403	1,346,260	25.7%	1,618,069	452,452	28.0%	1,443,703	31.3%	6.9%
Net Revenue over Expenditures	(69,385)	6,239	24,766		(83,069)	(48,952)		(103,368)		

[WATER ENTERPRISE]

Revenues

- Revenue Budget for FY2026 is estimated at \$1.535M.
- Revenues through Q1FY2026 are estimated at \$403.5K.
- Projected Revenues for FY2026 as of Q1 are estimated at \$1.443M.

Therefore, projected revenues are roughly \$194.7K less than budgeted revenues as of Q1FY2026.

YoY Change - Revenue

- Revenue from Use of Money shows a decrease YoY because interest earnings have not yet been calculated or posted for this quarter. This revenue is expected to surpass previous year's figures as well as budgeted. Interest earnings will be calculated and posted by Y/E.
- Total Current Services Revenue shows a decrease of 4.6% YoY (\$18.7K). This is because during Q1FY2025, there were more connection and impact fees being received by the city from the large multi-family housing being developed.
- Overall, TOTAL REVENUES show an increase of 6.1% YoY (\$26.1K).

[WATER ENTERPRISE]

Expenditures

- Expenditures Budget for FY2026 is estimated at \$1.618M.
- Expenditures through Q1FY2026 are estimated at \$452.5K.
- Projected Expenditures for FY2025 are estimated at \$1.444M.

Therefore, projected expenditures are roughly \$174.4K under budgeted expenditures.

YoY Change - Expenditures

- Salaries & Wages Expense shows a 5.7% increase YoY (\$4.2K). This increase is minor and can be attributed to the minor wage increase the employees received.
- Materials, Supplies & Services expense show an increase of 22.4% YoY (\$26.1K). This is due to an increase in money spent under GL account-44201 Filtration and Treatment Supplies as well as an increase in the price of the chemicals purchased.
- Overall, TOTAL EXPENDITURES show an increase of 6.9% YoY (\$29.1K).

NET INCOME/LOSS

- The Net Loss (NL) as of Q1FY2026 for the Water Enterprise is \$49.0K, which is a slight regression YoY.
- In addition, the City of Holtville's Water Enterprise projections show that expenditures may outweigh revenues by approximately \$103.4K for the end of FY2026.*

**These projections were developed using conservative input values to ensure a cautious estimate.*

2024-25					2025-26					YoY Change
Acct. Description	Budget	Thru Sept	Y/E Actual	% of Bgt	Budget	Thru Sept	% of Bgt	Projected	% of Proj	
SEWER ENTERPRISE										
REVENUE										
Revenue from Use of Money	11,500	12,184	107,106	105.9%	11,500	-	0.0%	50,000	0.0%	0.0%
Total Current Services	1,632,000	419,997	1,514,564	25.7%	1,682,000	388,498	23.1%	1,384,931	28.1%	-7.5%
Total Other Revenue	100			0.0%	100		0.0%			
TOTAL REVENUE	1,643,600	432,181	1,621,670	26.3%	1,693,600	388,498	22.9%	1,434,931	27.1%	-10.1%
EXPENDITURES										
Salaries & Wages	303,861	99,650	387,870	32.8%	306,799	103,730	33.8%	409,264	25.3%	4.1%
Fringe Benefits	120,470	37,352	110,111	31.0%	121,208	30,780	25.4%	121,376	25.4%	-17.6%
Personal Expenses	17,350	2,880	13,192	16.6%	16,850	4,453	26.4%	16,534	26.9%	54.6%
Materials, Supplies & Services	363,150	60,436	309,494	16.6%	367,827	39,909	10.8%	274,477	14.5%	-34.0%
Data Processing	26,350	9,520	22,944	36.1%	31,850	6,409	20.1%	11,078	57.9%	-32.7%
Transfer Out	125,000	62,500	125,000	50.0%	125,000	62,500	50.0%	125,000	50.0%	0.0%
Debt Service	395,889	114,065	395,028	28.8%	395,854	-	0.0%	311,854	0.0%	-100.0%
Capital Improvements	162,500	3,303	319,302	2.0%	162,500	122,459	75.4%	122,459	100.0%	3607.5%
TOTAL EXPENDITURES	1,514,570	389,706	1,682,941	25.7%	1,527,888	370,240	24.2%	1,392,042	26.6%	-5.0%
Net Revenue over Expenditures	129,030	42,475	(61,271)		165,712	18,258		42,889		-57.0%

[SEWER ENTERPRISE]

Revenues

- Revenue Budget for FY2026 is estimated at \$1.694M.
- Revenues through Q1FY2026 are estimated at \$388.5K.
- Projected Revenues for FY2026 as of Q1 are estimated at \$1.392M.

Therefore, projected revenues are roughly \$258.7K under budgeted revenues.

YoY Change - Revenue

- Revenue from Use of Money shows a decrease YoY because interest earnings have not yet been calculated or posted for this quarter. This revenue is expected to surpass previous year's figures as well as budgeted. Interest earnings will be calculated and posted by Y/E.
- Total Current Services Revenue shows a 7.5% decrease YoY (\$31.5K); specifically observed through a decline in truck disposal services revenue.
- Overall, TOTAL REVENUES show a decrease of 10.1% YoY (\$43.7K). Revenues for FY2026 are expected to increase once interest revenue has been recorded.

[SEWER ENTERPRISE]

Expenditures

- Expenditures Budget for FY2026 is estimated at \$1.528M.
- Expenditures through Q1FY2026 are estimated at \$370.2K.
- Projected Expenditures for FY2026 as of Q1 are estimated at \$1.392M.

Therefore, projected expenditures are roughly \$135.8K under budgeted expenditures.

YoY Change - Total Expenditures

- Salaries & Wages Expense shows a increase of 4.1% YoY (\$4K). This increase is minor and can be attributed to the minor wage increase the employees received.
- Personal Expenses show an increase of 54.6% YoY (\$1.5K). This is a very small increase and has little to no impact on total expenses.
- Materials, Supplies & Services Expense shows a decrease of 34.0% YoY (\$20.5K). This decrease is due to a decrease in professional and specialized services used YoY.
- Debt Service Expense shows a decrease of 100% YoY. This may be due to a timing issue, but expect this expense (bond expense) to occur by Y/E.
- Overall, TOTAL EXPENDITURES show a decrease of 57.0% YoY (\$24.2K).

NET INCOME/LOSS

- The Net Income (NI) as of Q1FY2026 is estimated at \$18.3K.
- Projected Net Income is estimated at \$42.9K which is an improvement YoY.*

**These projections were developed using conservative input values to ensure a cautious estimate.*

Acct. Description	2024-25				2025-26					YoY Change
	Budget	Thru Sept	Y/E Actual	% of Bgt	Budget	Thru Sept	% of Bgt	Projected	% of Proj	
TRASH ENTERPRISE										
REVENUE										
Revenue from Use of Money	342,500	91,150	314,626	26.6%	357,500	91,534	25.6%	287,753	31.8%	0.4%
TOTAL REVENUE	342,500	91,150	314,626	26.6%	357,500	91,534	25.6%	287,753	31.8%	0.4%
EXPENDITURES										
Materials, Supplies & Services	338,000	103,152	346,003	30.5%	350,500	63,645	18.2%	313,153	20.3%	-38.3%
TOTAL EXPENDITURES	338,000	103,152	346,003	30.5%	350,500	63,645	18.2%	313,153	20.3%	-38.3%
Net Revenue over Expenditures	4,500	(12,002)	(31,377)		7,000	27,889		(25,400)		

Overall, the City of Holtville's financial health of the Enterprise Funds as of Q1FY2026 (as of September 2025) is in good condition. The Sewer Fund shows a projection of positive Net Income for the end of FY2026.

The Finance Department and the City Manager will continue to go over budgets, revenues, expenditures, and more with each Department Head throughout the fiscal year to ensure continuous positive financial health and promote conservative financial decision-making.

Please reach out to the Finance Supervisor with any questions or comments.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read 'Chandler Sinclair', is written over a light blue horizontal line.

Chandler Sinclair
Finance Supervisor
City of Holtville



City of Holtville Report to Council

Date Issued: November 5, 2025
From: Sergeant Damian Martinez, Chief of Police
Subject: Holtville Sheriff's Monthly Report – **October 2025**

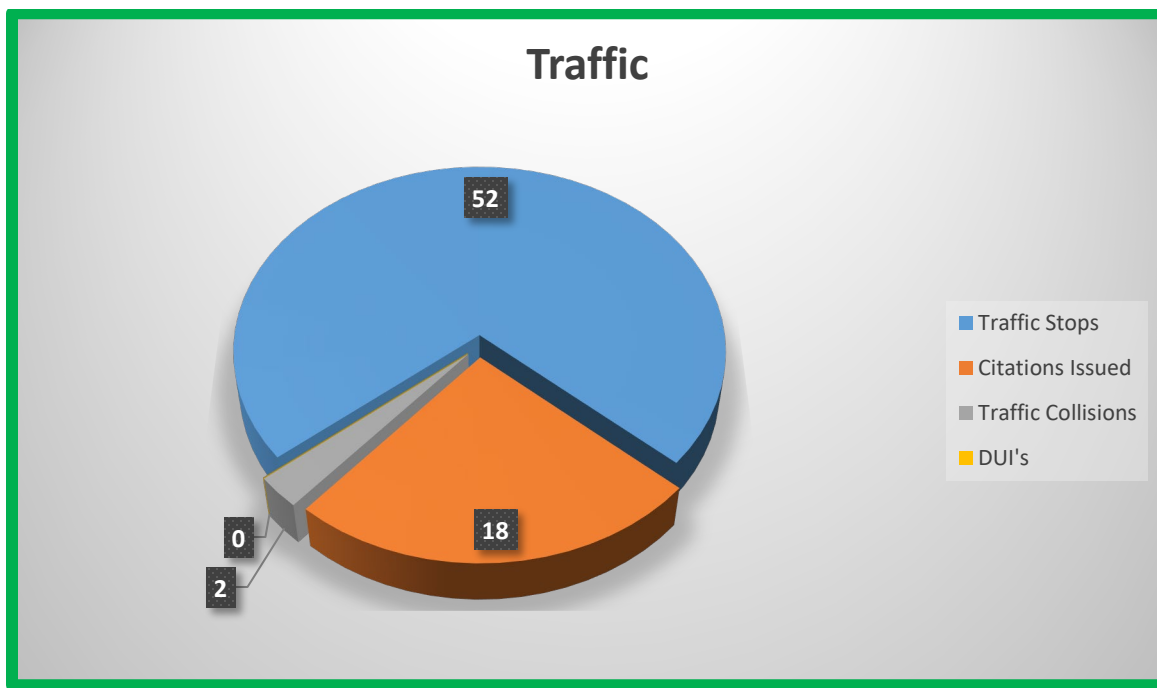
MEETING DATE:		<u>11/10/25</u>
ITEM NUMBER		<u>5 c</u>
Approvals	CITY MANAGER	_____
	FINANCE MANAGER	_____
	CITY ATTORNEY	_____

THIS IS INFORMATION PROVIDED TO THE CITY COUNCIL. NO ACTION IS REQUIRED OF THE CITY COUNCIL.

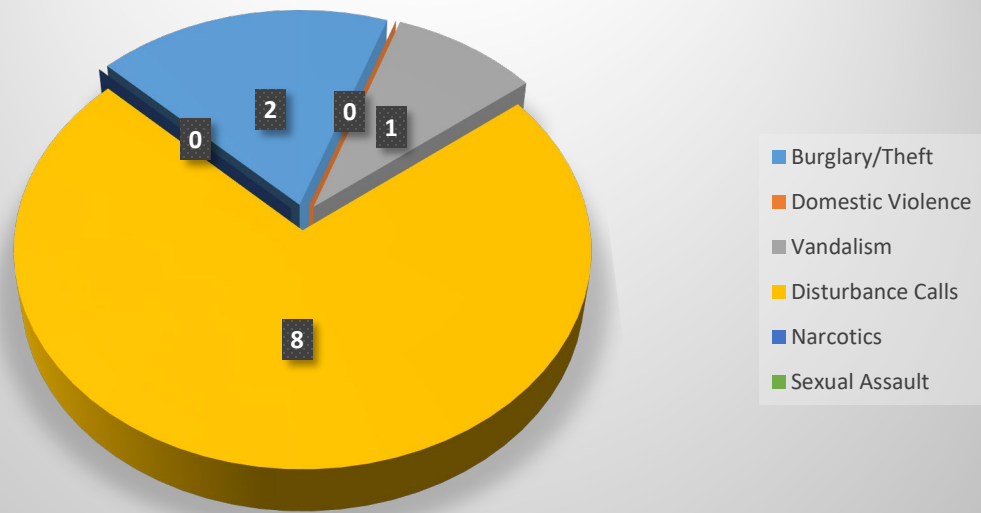
The following is a summary of statistics for the Holtville Sheriff's Deputies for the month of **October 2025**.

Calls for Service:

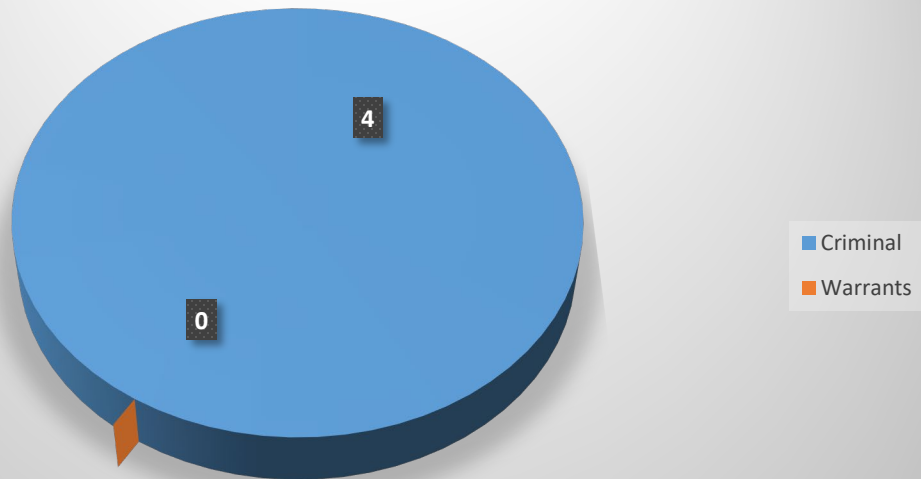
- **407** total incident reports, which were entered into Pro Phoenix Computer Database by the Imperial County Sheriff's Dispatch Center. These calls consisted of requests for Sheriff's services.

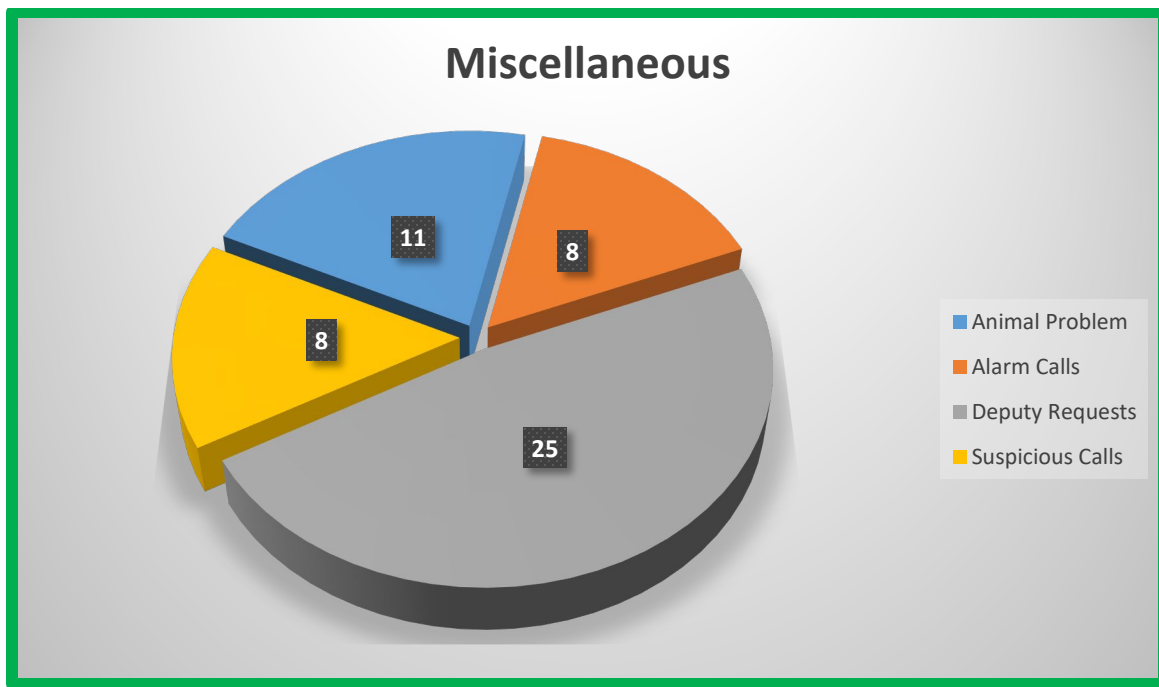


Criminal Activity



Arrests





The following is a brief summary of incidents and events that the Holtville Police Department has been involved in during the month of September 2025.

CR#25-30523– Counter Traffic

RP reported a past-occurred domestic violence between her husband, and her. She said her husband arrived drunk at the residence and became irritated when he noticed two open water bottles, accusing his stepson of having opened the bottles. RP said he tried to de-escalate the argument, but the husband pushed her out of the way, causing her to fall and hit herself with a chair and land underneath the dining table. RP did not want a restraining order in place because her husband had left the residence. Charges filed for the husband.

CR#25-31436 - Residential Fire

Anonymous RP reported a residential fire at 700 Block of Maple Avenue. On arrival, Deputies immediately evacuated the nearby residences. Witness and her brother were inside the residence in the kitchen and immediately evacuated. Holtville Fire, El Centro Fire, and Imperial County Fire arrived and extinguished the fire. Per Chief Silva, the fire began in a bedroom in the southwest portion of the home. Chief Silva advised the cause of the fire is under investigation.

CR#25.31675 - Bike Stop / Olive Avenue & 6th Street:

Male subject was stopped for not having a forward-facing white light on bicycle - CVC 21201(d)(1). During the stop the male was found to be in possession of 5 grams of methamphetamine. Subject was transported and booked into ICJ for possession of a controlled substance.

CR# 25-31781 Suspicious (Holt Park)

RP advised his coworker was following him around the park. Deputy arrived and contacted the RP who advised it is an ongoing issue and he has filed a complaint with his work HR due to an incident

that happened at work. Deputy provided the RP with options in regard to obtaining a restraining order.

25-32077 – ACO – 575 Palm Avenue

RP reported a female juvenile was bitten on the leg by a K9. RP said the owner of the dogs separated them and confined the K9. The parents were notified, and ACO took the K9 to the pound.

CR#25.32185 - Disturbance - RP stated she was in a verbal argument with 16-year-old son. During the argument the son told RP he was going to beat her up and kill her. On arrival mother and 14-year-old daughter provided audio recording of the 16-year-old yelling at mother and telling her he was going to kill her. RP also showed pictures of holes on the bedroom and living room wall that 16-year-old had done prior to deputy arrival. The 16-year-old was booked into juvenile hall for criminal threats.

CR#25.32256 - Lost Child/Sonrisa Villa - Staff called 911 stating a 5-year-old female was in the parking lot, lost. Mother of child arrived on scene shortly after my arrival. RP stated she was cleaning her bathroom while her 7-year-old daughter and her 5-year-old daughter were playing in the bedroom. She then received a call from a friend that they posted her daughter on Facebook for a found child. Mother did not have any signs and symptoms of being under the influence of being impaired. CPS referral was submitted regarding incident.

CR#25-32260 – Suspicious – Wooldridge Avenue and Melon Road

RP reported two adult males wearing all blue, knocking on residential doors, asking if they could enter their home to test their water. Patrol checks of the area were conducted, unable to locate the males.

CR#25-32275 – Vehicle Check – 700 Block Olive Avenue

While patrolling the football game, a Tahoe was double-parked with its emergency lights on. Shortly after, driver arrived, and he was cited for two infractions. Driver was the suspicious person who was reported to be trying to test the residential water.

CR#25.32185 – Suspicious on Woolridge *(same issue but different RP from last nights call*

CR#25-32260) - RP advised of 2 subjects (1 Blonde hair, 1 Dark hair, wearing all blue) knocked at her residence asking to go into her home to test the water contamination. RP stated she told the male subjects they can check the water from the garden hose and the subjects stated they have to check the water from inside the residence. RP found it suspicious and called 911. Attempted to locate male subjects and vehicle related to last night's call. Patrol checks were conducted throughout the weekend.

CR#25.32577 - TC No Injuries/7th St & Walnut Avenue –

2 Vehicle TC with one vehicle did a complete stop on the south bound lane of 7th St/Walnut Ave and then continued south not noticing the other vehicle driving appx. 25 MPH west bound. Both vehicles still drivable with minor damages. Negative injuries. Both parties exchanged information.

CR# 25-32842 CIVIL (500 block Palo Verde Ave)

RP, advised he was released from jail and arrived at his residence to find the lock to the door to his room had been changed and his stuff had been removed from the room. Deputy arrived and spoke with RP who stated his sister who is part owner of the home did it. RP stated he had been living at the residence since March of 2025. Deputy spoke with RPs' sister and advised her she would need to go

through an eviction process to remove RP from the property. Sister agreed and opened the room for RP and provided him with his belongings.

CR#25.33490 Pedestrian Check (Holt Park)

Holtville Deputies conducted a pedestrian check on a female. Deputies obtained consent from the female to search her belongings and during the search Deputies located 3 tin foil paper with burned residue. The female was cited and released with a misdemeanor citation for possession of drug paraphernalia.

CR#25.33617: Traffic Stop (4th Street and Pine Avenue)

Holtville Deputies conducted a traffic stop for failure to stop at a stop sign. Deputies discovered that driver had a suspended driver's license for driving under the influence. Driver was cited and released with a misdemeanor citation for driving with a suspended license.

CR#25.33900 - Hit & Run Property Damage 600 block of Pine

RP stated he arrived home and noticed his pick-up truck had been side swiped. RP had last seen his vehicle without damage on Wednesday 10/29/2025 at approximately midnight when he left for a work trip. No one had been home for the past two days. Unsure if it happened 10/29/2025, 10/30/2025 or 10/31/2025. Damage value was approximately \$700. Deputy collected pictures and a part of the suspects' vehicle containing serial number. Follow ups will be conducted

Respectfully submitted,

Sergeant Damian Martinez

City of Holtville

REPORT TO CITY COUNCIL

MEETING DATE:	<u>11/10/25</u>
ITEM NUMBER	<u>5 d</u>
Approvals	CITY MANAGER _____
	FINANCE MANAGER _____
	CITY ATTORNEY _____

DATE ISSUED: November 05, 2025

FROM: Joshua Osuna
Water Treatment Plant Foreman

SUBJECT: Water Treatment Plant Operations & Maintenance Summary

THIS IS INFORMATION PROVIDED TO THE CITY COUNCIL. NO ACTION IS REQUIRED AT THIS TIME FROM THE CITY COUNCIL.

The purpose of this report is to inform council of all operations and maintenance activities carried out at the Water Treatment facilities during the period between 10/22/25 through 11/5/25

WATER TREATMENT PLANT:

- On October 23, 2025, DXP & Craigs Crane removed our faulty Raw Water Pump & motor for repair and maintenance. We are awaiting the quote for the repair costs. (see attached photos of the pump)
- I completed our quarterly calibration for all chorine analyzers, NTU meters, & our monthly UV Disinfection calibration
- Ordered our annual UV Lights replacement (Bulbs have a 5000 Hour lifespan)

Respectfully Submitted,



Joshua Osuna
Water Treatment Plant Chief Operator/Foreman
City of Holtville
121 W. 5th Street, Holtville, CA 92250
Cell (760) 756-8086 / City Hall (760) 356-2912
JoshOsuna@holtville.ca.gov





(DXP & Craig's Crane removing the 7-year-old pump & motor)



(Raw Water Pump bottom section)



(Pump on the trailer for transport)

City of Holtville
REPORT TO CITY COUNCIL

MEETING DATE:		<u>11/10/25</u>
ITEM NUMBER		<u>5 e</u>
Approvals	CITY MANAGER	_____
	FINANCE MANAGER	_____
	CITY ATTORNEY	_____

DATE ISSUED: November 4th, 2025

FROM: Frank Cornejo
Water/Wastewater Operations Supervisor

SUBJECT: Water / Wastewater Plant Operations & Maintenance Summary

THIS IS INFORMATION PROVIDED TO THE CITY COUNCIL. NO ACTION IS REQUIRED OF THE CITY COUNCIL.

The purpose of this report is to inform council of all operations and maintenance activities carried out at the Water & Wastewater treatment facilities during the period between 10/20/2025 thru 11/04/2025.

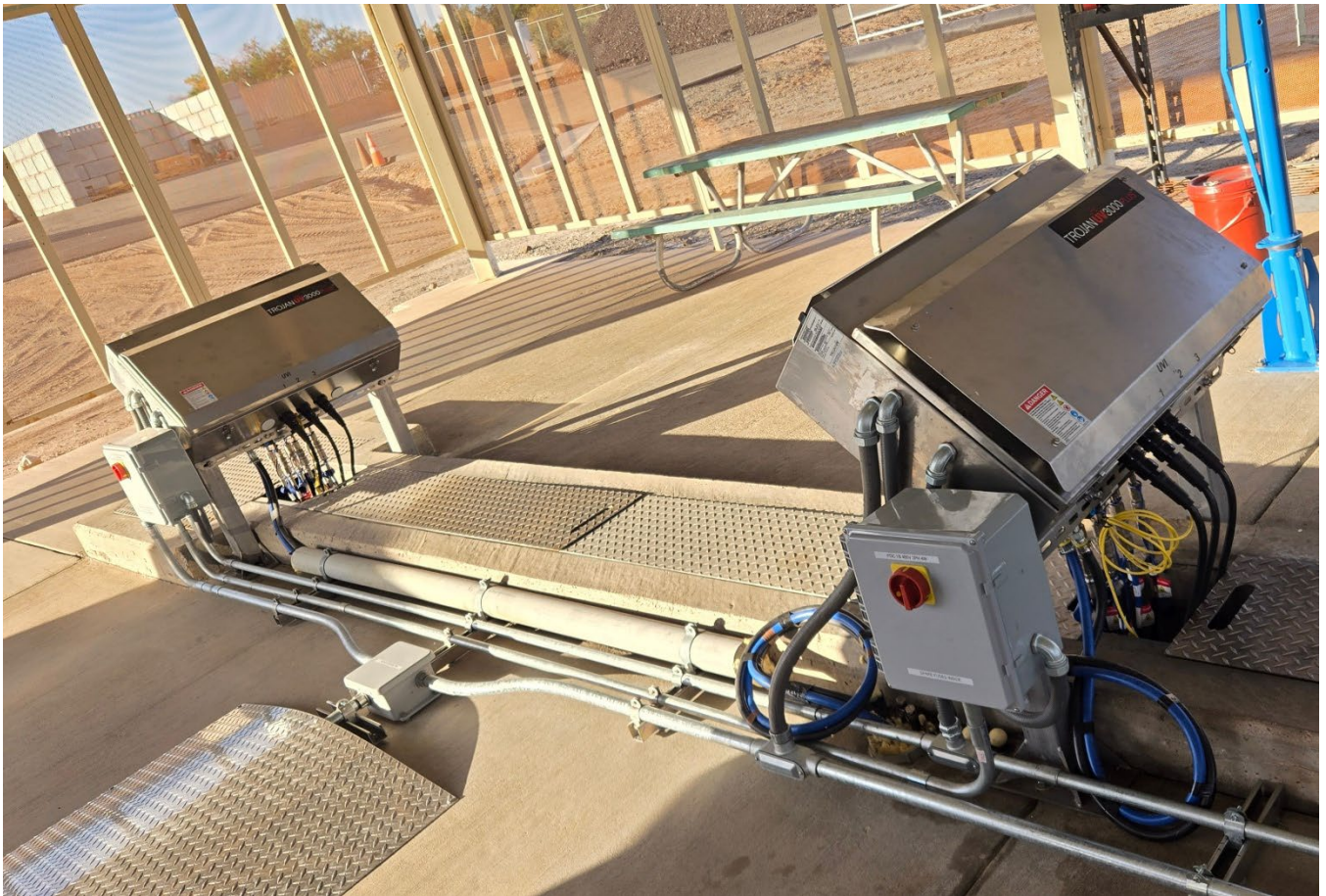
WASTEWATER PLANT:

- Controls Systems Engineering in conjunction with Trojan UV technologies and Holt Group Engineers completed the installation of the new electrical service components and related equipment for the new Trojan UV3000 disinfection system (see attached photos). The new UV system was placed into active service on 11/24/2025.
- Controls Systems Engineering in conjunction with the City's IT consultant Alex Estrada completed integration of new Trojan UV system controls with the existing wastewater treatment plant's SCADA system.

Respectfully Submitted,



Frank Cornejo.
Wastewater Chief Plant Operator/Consultant
IV Water Specialists Inc.



New Trojan UV power banks for modules 1 & 2



New hydraulic wiper control cabinet for banks 1 & 2



New Trojan UV 3000 Human Machine Interface (HMI) and control center

**City of Holtville
REPORT TO COUNCIL**

MEETING DATE:		<u>11/10/25</u>
ITEM NUMBER		<u>5f</u>
Approvals	CITY MANAGER	_____
	FINANCE MANAGER	_____
	CITY ATTORNEY	_____

DATE ISSUED November 7, 2025
FROM: Public Works Supervisor
SUBJECT: Bimonthly Report.

THIS IS INFORMATION PROVIDED TO THE CITY COUNCIL. NO ACTION IS REQUIRED OF THE CITY COUNCIL.

The purpose of this report is to inform the Council of Public Works activities since the last council meeting.

Public Works has been actively working on or completed the following:

- Cleared sewer plugs at various locations in town.
- Repaired water service line leaks.
- Worked with the Sheriff's Department to clean up graffiti at the park and around town.
- Cleaning up all burnt salt cedars south of the skate park.
- Pumped water out of Apple Court retention basin.
- Caught 2 dogs.
- Replaced 15 registers.
- Replaced 8 ¾ inch meters.
- Replaced 7 1 inch meters.

Respectfully Submitted,



Alejandro Chavez
Public Works Supervisor
City of Holtville