



## AGENDA

**Regular Meeting of the Calipatria City Council  
City Council Chambers  
125 North Park Avenue  
Calipatria California 92233**

**Tuesday, June 25, 2024  
Closed Session at 5:30 pm  
Open Session at 6:00 pm**

Sylvia R. Chavez, Mayor  
Michael Luellen, Mayor Pro-Tem  
Javier Amezcua, Council Member  
Fred Beltran, Council Member  
Maria Nava-Froelich, Council Member

Laura Gutierrez, City Manager  
Gilbert G. Otero, City Attorney  
Catherine Hoff, City Clerk

Jesse Llanas, Fire Chief  
Cheryl Fowler, Police Chief  
Edgar Self, Public Work Director

### **NOTICE TO THE PUBLIC**

This is a public meeting. Any member of the public is invited to attend. The Calipatria City Council welcomes public input during the **public comment** period of the sessions.

### **5:30 P.M. CLOSED SESSION**

CALL TO ORDER:

ROLL CALL:

**PUBLIC COMMENTS FOR CLOSED SESSION ITEMS:** Any member of the public wishing to address the City Council on any items appearing on the closed session agenda may do so at this time. Pursuant to State Law, the City Council may not discuss or take action on issues not on the meeting agenda. (*Government Code Section 54954.2*) There is a time limit of three (3) minutes for anyone wishing to address the City Council on these matters.

**CITY COUNCIL ADJOURNS TO CLOSE SESSION**

### **CONFERENCE WITH LEGAL COUNSEL:**

- 1) REAL PROPERTY NEGOTIATIONS  
023-470-001- 501 S. SORENSON

## CITY COUNCIL CONVENES TO OPEN SESSION

### 6:00 P.M. OPEN SESSION

CALL TO ORDER:

ROLL CALL:

PLEDGE OF ALLEGIANCE & INVOCATION:

CITY ATTORNEY: REPORT ON CLOSED SESSION ACTION

1)

**ADJUSTMENTS TO THE AGENDA:** The City Council will discuss the order of the agenda, may amend the order, add urgent items and or remove items from the consent calendar prior to that portion of the agenda. For the purpose of the official city record, the City Council may take care of these issues by entertaining a formal motion.

MOTION:                      SECOND:                      ROLL CALL VOTE:

**PUBLIC COMMENTS:** The City Council welcomes your input. **Please remember to shut off all cell phones.** Now is the time for any member of the public to speak to the Council. If there is an item on the agenda on which you wish to be heard, we ask that you please step to the podium and state your name and address for the record.

**For matters not appearing on the agenda:** If you wish to address the City Council concerning a matter and or any item not on the agenda but is within the City Council's jurisdiction you may do so now. We ask that you please step to the podium and state your name and address for the record.

The Mayor reserves the right to place a time limit of three (3) minutes on each person's presentation. It is requested that longer presentations be submitted to the City Clerk in writing 48 hours before the meeting.

### **PRESENTATIONS:**

- 1) The Becoming Project- William Cooper
- 2) 911 Stair climb

**CONSENT AGENDA:** The items appearing under the Consent Agenda will be acted upon by the City Council in one motion without discussion. Should any Council member or other person wish to discuss any item, they may request that the item be removed from the Consent Agenda and placed on the REGULAR BUSINESS Agenda.

1. Continued Delta Street Lift Station Emergency
2. Minutes – Jun 11<sup>th</sup>

3. Brawley Dispatch agreement
4. Warrants
5. Villa Esperanza (Calipatria Family Apartments LP) Invested Partner Exit
6. 2024/2025 Fiscal Budget

MOTION:                      SECOND:                      ROLL CALL VOTE

**REGULAR BUSINESS:**

RESOLUTION 24-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIPATRIA  
ESTABLISHING CITY SERVICE FEES- PURSUANT TO ORDINANCE 04-002

PURSUANT to ordinance 04-002 entitled “An Ordinance of the City of Calipatria” establishing City Service Fees, adopted January 11,2005, authorizing the City Council to establish fees for the following department: Police; and

SAID FEES WILL GO INTO EFFECT ON JULY 1, 2024

ABC LETTER	\$ 35.00
ALARM PERMIT ANNUAL AND RENEWAL	\$ 25.00
ALARM PENALTY – NO PERMIT	\$ 25.00
BICYCLE PERMIT	\$ 11.00
CITATION SIGN-OFF	\$ 20.00
CLEARANCE LETTER (CALIPATRIA ONLY)	\$ 30.00
COPY OF REPORT / CITATION / LOG ENTRY	\$ 15.00
FALSE ALARM RESPONSE	\$ 50.00
FINGERPRINTS	\$ 20.00
FUNERAL ESCORT (PER PATROL VEHICLE)	\$ 80.00
LOUDSPEAKER PERMIT (MUST BE OFF BY 10:00 PM)	\$ 15.00
PERMIT TAXI DRIVER - NEW	\$ 50.00
PERMIT TAXI DRIVER - RENEWAL	\$ 35.00
PERMIT TAXI / BUS OPERATING	\$ 80.00
RECORDS RESEARCH PER HOUR	\$ 30.00
RECORDS CHECK – CALIPATRIA	\$ 15.00
RESPONSE – LOUD NOISE COMPLAINT	\$ 60.00
SECONDHAND DEALER / PAWN LICENSING	\$ 70.00
TRAFFIC / PARKING CONTROL REQUEST	\$ 725.00
VEHICLE RELEASE / IMPOUND RELEASE	\$ 100.00
VEHICLE RESPOSSESSION PROCESSING FEE	\$ 15.00
VIN VERIFICATION	\$ 25.00

WHEREAS, fee’s will be reviewed on an annual basis;

MOTION:                      SECOND:                      ROLL CALL VOTE:

DISSCUSSION/DIRECTION

- 1) Lions Club- Ribbon Cutting for Community Center/Street closure
- 2) Approval of IID Water Service Agreement/ recreational use

MOTION:                      SECOND:                      ROLL CALL VOTE:

**STAFF and COUNCIL REPORTS:**

**ADJOURNMENT:**

The next regular scheduled meeting of the City of Calipatria City Council is Tuesday, July 9, 2024, at 6:00 pm

MOTION:                      SECOND:                      VOTE:

I, CATHERINE J. HOFF, City Clerk of the City of Calipatria, California, DO HEREBY CERTIFY that the agenda was duly posted at Calipatria City Hall, 125 Park Avenue, Calipatria, California and on the City of Calipatria's website not less than 72 hours prior to the meeting per Government Code 54954-2.

Dated: June 21, 2024



June 21, 2024

City of Calipatria  
125 N. Park Ave  
Calipatria, Ca. 92233

City Manager,

The Becoming Project is requesting to be on the next agenda to discuss a Summer Heat Mitigation Program. Please let us know when your next City Council meeting will be so that we may attend. Our email address is [thebecomingproject.org@gmail.com](mailto:thebecomingproject.org@gmail.com)

Thank you for your time, we look forward to your response.

William Cooper,  
Founder of The Becoming Project



CONSENT #1

## CALIPATRIA CITY COUNCIL AGENDA ITEM

**Date Submitted:** June 20, 2024

**Submitted By:** Edgar Self, Public Works Director

**Council Meeting Date:** June 25, 2024

### ***CONSENT~ DELTA PUMP STATION EMERGENCY***

**Subject:** Delta Pump Station Emergency

*The Delta Pump Station continues to operate under emergency resolution until repairs are completed.*

With the City Council approval of the NADBank Grant Execution on 04.09.2024, NADBank has authorized the City to proceed with ordering the new pump (\$65,008.00 plus tax) and to proceed with the rebuild of the two existing pumps (\$45,000 estimated plus tax). The lead time per the manufacture for the new pump is 30-34 working weeks. The cost for the pump and rebuilds will be reimbursed by the \$250,000 grant funding. As a reminder, the City will have a matching of 10% to the cost of the Delta Pump Station Project.

**To date expenses are as follows:** ***No change to expenses from the previous update submitted.***

Staircase Replacement: \$26,845.03

Electrical: \$83,146.81

Total expenses paid to date: **\$109,991.84 (Use of ARPA funding)**



CONSENT #2

## TENTATIVE MINUTES

**Regular Meeting of the Calipatria City Council  
City Council Chambers  
125 North Park Avenue  
Calipatria California 92233**

**Tuesday, June 11, 2024  
Closed Session at 5:30 pm  
Open Session at 6:00 pm**

Sylvia R. Chavez, Mayor  
Michael Luellen, Mayor Pro-Tem  
Javier Amezcua, Council Members  
Fred Beltran, Council Member  
Maria Nava-Froelich, Council Member

Laura Gutierrez, City Manager  
Gilbert G. Otero, City Attorney  
Catherine Hoff, City Clerk

Jesse Llanas, Fire Chief  
Cheryl Fowler, Interim Police Chief  
Edgar Self, Public Work Director

### **NOTICE TO THE PUBLIC**

This is a public meeting. Any member of the public is invited to attend. The Calipatria City Council welcomes public input during the **public comment** period of the sessions.

### **5:30 P.M. CLOSED SESSION**

CALL TO ORDER: 5:30 PM

ROLL CALL: *ALL PRESENT*

**PUBLIC COMMENTS FOR CLOSED SESSION ITEMS:** Any member of the public wishing to address the City Council on any items appearing on the closed session agenda may do so at this time. Pursuant to State Law, the City Council may not discuss or take action on issues not on the meeting agenda. (*Government Code Section 54954.2*) There is a time limit of three (3) minutes for anyone wishing to address the City Council on these matters. *NO COMMENT*

**CITY COUNCIL ADJOURNS TO CLOSE SESSION**

### **CONFERENCE WITH LEGAL COUNSEL:**

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
One case – City Manager
2. CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION  
Two cases

**CITY COUNCIL CONVENES TO OPEN SESSION**

**6:00 P.M. OPEN SESSION**

CALL TO ORDER: 6:08PM

ROLL CALL: *ALL PRESENT*

PLEDGE OF ALLEGIANCE & INVOCATION: *CHIEF FOWLER & GILBERT OTERO*

CITY ATTORNEY: REPORT ON CLOSED SESSION ACTION

- 1) *NOTHING TO REPORT*
- 2) *RESEARCH PENDING LAWSUIT*

ADJUSTMENTS TO THE AGENDA: The City Council will discuss the order of the agenda, may amend the order, add urgent items and or remove items from the consent calendar prior to that portion of the agenda. For the purpose of the official city record, the City Council may take care of these issues by entertaining a formal motion.

MOTION:                      SECOND:                      ROLL CALL VOTE:

**PUBLIC COMMENTS:** The City Council welcomes your input. **Please remember to shut off all cell phones.** Now is the time for any member of the public to speak to the Council. If there is an item on the agenda on which you wish to be heard, we ask that you please step to the podium and state your name and address for the record.

**For matters not appearing on the agenda:** If you wish to address the City Council concerning a matter and or any item not on the agenda but is within the City Council's jurisdiction you may do so now. We ask that you please step to the podium and state your name and address for the record.

The Mayor reserves the right to place a time limit of three (3) minutes on each person's presentation. It is requested that longer presentations be submitted to the City Clerk in writing 48 hours before the meeting.

**PUBLIC COMMENT:** 1) Hector Cervantes-248 e. Barbara St. – there will be a Air Pollution Committee meeting at the library this coming Monday, open to all residents.

**CONSENT AGENDA:** The items appearing under the Consent Agenda will be acted upon by the City Council in one motion without discussion. Should any Council member or other person wish to discuss any item, they may request that the item be removed from the Consent Agenda and placed on the REGULAR BUSINESS Agenda.

1. Continued Delta Street Lift Station Emergency



2. Mutual Aid Agreement Centinela State Prison & CFD (approved res 24-17)
3. CR& R commercial rate increase
4. Warrants 6215-6285- ***Beltran moved to discussion/direction and abstained to pass.***

MOTION: *Amezcu*

SECOND: *Luellen*

ROLL CALL VOTE:

FB: Yes MNF: Yes SC: Yes ML: Yes JA: Yes

### **REGULAR BUSINESS:**

#### DISCUSSION/DIRECTION

- 1) Request for hard street closures on Main/N. International, N. International/W. Alexandria, and N. International/ W. Barbara for 4<sup>th</sup> of July Event

***Permission granted for street closures***

- 2) Ordinance 05-002-Annual \$100 (one hundred dollar) fee L. Gutierrez City Manager- *this has been effect since 2005 and never implemented- (city has lost \$1.2 million to sewer fund)*

***FB, MNF: NO- SC, ML, JA: YES TO MOVE FORWARD***

- 3) Warrants 6215-6285- Beltran moved to open session

***FB, MNF: Abstain- SC, ML, JA: yes- warrants pass***

### **STAFF and COUNCIL REPORTS:**

**Chief Fowler:** *been busy submitting grants for the police department, still in process of straightening up station- does the PD charge for false alarms? Yes, five false alarms within 30 days, they will be fined.*

**Chief Llanas:** *there will be a CPR class this Saturday, you are invited, just need a head count- it's an eight hour class.*

**Beltran:** *attended the grand opening for the Calipatria Foundation, good turn out. Had a traffic advisory meeting, hope to help with double parking at the school- next meeting June 18<sup>th</sup>- the city council needs a conduct training- can you look into this? Donut Shop needs to spray wash the sidewalk before the grand opening on Wednesday also in front of the old Farmers market there is a lot of debris on the sidewalk- maybe from the construction crew?*

**Nava-Froelich:** *can we get an update on building permits by next meeting- Circle K and Market Square are doing work- do they have permits? What is that mound of dirt south of the Calipatria Queen? (fire is aware of it- it's contaminated and will be costly to remove, per the owner)- attended the ICTC Unmet needs- transit stops- SAFE Program update- safe call boxes on the I-8- June 6<sup>th</sup> was a SCAG meeting to adopt the 2025 year-committee has a thirty day notice to fix budget.*

**Luellen:** *thanked everyone for attending the meeting- also went to the Calipatria Foundation opening- we need to schedule a GAFCON workshop*

**Gutierrez:** *started the audit of sewer rates- quite a few of mischarged accounts (residential v commercial) straightening up internal accounts- delinquent sewer accounts- found a contractor to do work for shut off's for \$3500- will do due diligence on the \$100 fee- we need to stay fiscally sound- accounting area- need PO & work orders- need to tighten belt- let residents see city is helping itself. Update on audits- 20/21, 21/22, 22/23, 23/24, some of this is lost data.*

**Chavez:** *get CR&R contract for council- community event- food box program – Tuesday June 18<sup>th</sup> at the community center.*

**Otero:** *nothing to report*

### **ADJOURNMENT:**

The next regular scheduled meeting of the City of Calipatria City Council is Tuesday, June 11, 2024, at 6:00 pm

MOTION: *Beltran*                      SECOND: *N-Froelich*                      VOTE: Carried

I, CATHERINE J. HOFF, City Clerk of the City of Calipatria, California, DO HEREBY CERTIFY that the agenda was duly posted at Calipatria City Hall, 125 Park Avenue, Calipatria, California and on the City of Calipatria's website not less than 72 hours prior to the meeting per Government Code 54954-2.

Dated:                      June 7, 2024



CONSENT #3

## CALIPATRIA CITY COUNCIL AGENDA ITEM

**Date Submitted:** June 21, 2024

**Submitted By:** Laura Gutierrez, City Manager

**Council Meeting Date:** June 25, 2024

### *Discussion / Direction*

**Subject:** Approval of Agreement for Dispatching Services between City of Brawley and the City of Calipatria

### **Background:**

The City's dispatch contract with the City of Brawley is due to expire on June 30, 2024. The City of Brawley has provided dispatch services to the City of Calipatria for approximately 24 years. The fiscal year 2023-2024 contract for services was \$47,176.92.

The Agreement covers dispatch services through June 30, 2027. Cost of services for the following years is as follows:

FY 2024-2025	\$96,796.00
FY 2025-2026	\$100,556.00
FY 2026-2027	\$102,545.00

### **Recommendation:**

Staff recommends the City Council approve the attached Calipatria Police Department Fee Schedule as presented.

### **Fiscal Impact:**

FY 2024-2025	\$96,796.00
--------------	-------------

General Fund for the following Depts.

½ Police	\$49,398
½ Fire	\$49,398

## **AGREEMENT FOR DISPATCHING SERVICES**

THIS AGREEMENT is entered into by and between the CITY OF BRAWLEY, California, a municipal corporation, 383 Main Street, California (hereinafter referred to as "BRAWLEY") and the CITY OF CALIPATRIA, California, a municipal corporation, 125 North Park Avenue, Calipatria, California (hereinafter referred to as "CALIPATRIA"), on July 1, 2024.

### **RECITALS**

WHEREAS, the parties hereto are located in the County of Imperial; and

WHEREAS, BRAWLEY, by and through its Police Department, has the personnel, equipment and facilities to provide radio dispatching services on a twenty-four (24) hour per day, seven (7) days a week basis in the operation of its fire and police functions; and

WHEREAS, CALIPATRIA, by and through its Police Department, desires to avail itself of BRAWLEY'S dispatching services.

### **NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

1. SCOPE OF SERVICES. BRAWLEY, by and through its Police Department and under its direction and control, shall provide to CALIPATRIA, the following services:

- a) Radio communications and dispatching services on a twenty-four (24) hour per day, seven (7) days per week basis;
- b) The use of BRAWLEY teletype system operated through the California Law Enforcement Telecommunications System with linkage and access to all users and participating agencies available through that system;
- c) 911 dispatching services for police emergencies; and
- d) CALIPATRIA, by and through its Police Department and under its direction and control, recognizes that it is the sole responsibility of the Calipatria Police Department to conduct all of their California Sex and Arson Registrant (CSAR) entries as well as all Criminal Justice Information Services (CJIS) Monthly Validations.

2. TERM. The term of this Agreement shall commence on the above date and continue through June 30, 2027, unless terminated by either party as provided herein. If BRAWLEY continues to provide the services as described herein after the term of this Agreement, then the Agreement shall continue from month to month at the same compensation

rate then in effect and subject to all other terms and conditions of this Agreement; provided, however, that either party may terminate this Agreement pursuant to Section 12, Termination.

3. COMPENSATION. As compensation for such services, CALIPATRIA shall pay to BRAWLEY the sum of Ninety-Six Thousand Seven Hundred Ninety-Six Dollars (\$96,796.00) for Fiscal Year 2024. One Hundred Thousand Five Hundred Fifty-Six Dollars (\$100,556.00) for Fiscal Year 2025. One Hundred-Two Thousand Five Hundred Forty-Five Dollars (\$102,545.00) for Fiscal Year 2026. Such compensation shall be paid in equal quarterly installments on or before the last day of September, December, March and June of each fiscal year throughout the term of this Agreement.

The foregoing compensation is based the projected total costs of operating the City of Brawley's dispatch center for each of the three years of the contract divided by on the City of Calipatria's percentage of average calls for service for the preceding three City of Brawley fiscal years, for police, fire and emergency medical service, as compared to total calls for service, which include the calls for service for the City of Brawley and the City of Westmorland, during the same period of time.

The City of Calipatria has requested, and the City of Brawley has agreed to review the compensation to be paid for the lifetime of this contract in June of each year. During such review, the parties shall apply the same formula used to arrive at the compensation called for in this agreement to the actual calls for service and the actual costs incurred by the City of Brawley in the preceding year. After applying the formula to the immediately preceding fiscal year, if the amount that would be owed by the City of Calipatria is less, than called for in this agreement is less, the compensation to be paid by the City of Calipatria shall be reduced accordingly. In the event that the amount that would be owed by the City of Calipatria is greater than called for in this agreement, the compensation to be paid by the City of Calipatria shall be increased accordingly.

4. INSURANCE. Within thirty (30) days after execution, parties shall submit to the other proof of public liability insurance or self-insurance naming the other party as additional insured for actions performed pursuant to this Agreement.

5. INDEMNIFICATION. Each party hereto agrees to indemnify and hold the other harmless from any claim, loss, or liability of any nature whatsoever which may arise out of any injury or death to any person or any damage to property caused by any act, neglect, default, or omission of the indemnifying party in connection with this agreement.

6. EQUIPMENT. All equipment used by BRAWLEY at its Communication Center to fulfill the terms of this Agreement is and shall remain the property of BRAWLEY; except as provided in Section 8 below. BRAWLEY shall pay for the installation, maintenance and repair of its own equipment.

7. TELEPHONE SERVICE CHARGES. CALIPATRIA shall pay directly to the telephone company all monthly telephone service charges for all existing and future trunk lines and other reporting telephone lines from CALIPATRIA to the BRAWLEY Communications Center and for all other telephone equipment related to those lines.

8. SPECIAL OR EXTRA EQUIPMENT. CALIPATRIA may have installed special or extra telephone lines, telephone equipment or electronic equipment in addition to the standard equipment required by this Agreement, provided that CALIPATRIA shall pay for the installation, maintenance and repair of all such special or extra equipment. All such special or extra equipment shall be approved by BRAWLEY prior to installation. Upon termination of this Agreement, CALIPATRIA may remove such equipment, provided BRAWLEY'S property is not damaged in the process.

9. OPERATIONAL PROCEDURE. Operational procedure shall be agreed upon by the Police Chief of each party. CALIPATRIA shall be responsible for the proper disposition of its non-emergency business telephone calls. In the event it is necessary in an emergency to change operational procedure, or in the event operational procedure cannot be agreed upon by mutual consent, then the procedure shall be determined by the Police Chief of BRAWLEY.

10. MAPPING INFORMATION. CALIPATRIA shall provide and maintain accurate mapping and related police and fire information necessary for efficient police dispatching and CALIPATRIA shall be responsible for all such information and for maintaining such mapping and shall cause changes therein to be promptly sent to the Communication Center in BRAWLEY. CALIPATRIA accepts all responsibility and liability for any damage or delay caused by any inaccuracy of such information and shall indemnify and hold harmless BRAWLEY its agents, officers and employees, from any claim of damage, or damages, or cause of action arising therefrom.

11. THIRD PARTIES. This agreement shall not be construed as, or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have the right of action hereunder for any cause whatsoever. Any services performed or expenditures made in connection with furnishing aid under this Agreement by any party hereto, shall be deemed, conclusively, to be for the protection and benefit of all inhabitants and property of such party.

12. TERMINATION. Either party may terminate the Agreement at any time upon one hundred eighty (180) days written notice of such termination given to the other party. In the event of such termination, CALIPATRIA shall pay BRAWLEY for services rendered under this Agreement through the date of such termination.

13. COST SHARING. The parties shall meet and endeavor to reach agreement as to whether a capital expenditure of \$5,000.00 or more on equipment utilized in providing services hereunder should occur. If CALIPATRIA determines it does not wish to participate based on the

ratio set forth in Section 3 for the year during which the acquisition is proposed to occur, its sole remedy is to terminate this Agreement pursuant to Section 12. If this Agreement is terminated pursuant to Section 12, BRAWLEY shall refund a pro-rata portion of CALIPATRIA's share based upon the unused useful life of the equipment or improvements, if any, previously approved.

14. NOTICES. Notices pursuant to this Agreement shall be given by personal service or by deposit of the same in the course of transmission in the United States Postal Service, postage prepaid, addressed to, as follows:

City Manager  
CITY OF BRAWLEY  
383 Main Street  
BRAWLEY, CA 92227

City Manager  
CITY OF CALIPATRIA  
125 North Park Avenue  
CALIPATRIA, CA 92233

Notices given in accordance herewith shall be binding for all purposes on parties so served. Notices shall be deemed given as of the date of personal service, or as to the date of deposit of the same into the course of transmission of the United States Postal Service.

16. COUNTY-WIDE DISPATCH CENTER. In the event that BRAWLEY or CALIPATRIA enter into an agreement for County-wide dispatching services, this agreement shall become null and void ninety days after the effective date of such agreement.

17. PRIOR AGREEMENTS AND AMENDMENTS. This Agreement represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by a written amendment.

IN WITNESS WHEREOF, this Agreement has been executed on the day and year herein first above written.

CITY OF BRAWLEY

CITY OF CALIPATRIA

By \_\_\_\_\_  
Tyler Salcido, City Manager

By \_\_\_\_\_  
Laura Gutierrez, City Manager

**ATTEST:**

By \_\_\_\_\_  
Thomas Garcia, City Clerk

By \_\_\_\_\_  
Catherine Hoff, City Clerk

**APPROVED AS TO FORM:**

By \_\_\_\_\_  
William Smerdon, City Attorney

By \_\_\_\_\_  
Gilbert Otero, City Attorney



CONSENT

#4

**Warrants for Council Meeting  
Tuesday, June 25, 2024**

**Operating Accounts**

**Amounts**

**US Bank**

General Account# 5465 Check# 6286 - 6328

\$ 220,341.39

Special Revenue Account# 0516

\$ -

RLF Housing Account# 0524

\$ -

**\$ 220,341.39**

**Sun Community Federal Credit Union**

RLF Housing Account# 2340

\$ -

**\$ -**

**GRAND TOTAL:**

**\$ 220,341.39**

\_\_\_\_\_  
Sylvia Chavez, Mayor

\_\_\_\_\_  
Michael Luellen, Mayor Pro-Tem

\_\_\_\_\_  
Javier Amezcua, Councilmember

\_\_\_\_\_  
Fred Beltran, Councilmember

\_\_\_\_\_  
Maria Nava-Froelich, Councilmember

***For All Vendors And For Outstanding Checks - Computer Generated***

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
6286	C	6/14/2024	54	The Holt Group, Inc.	\$141,680.00	O
				<b>Invoice Nbr - Description</b>	<b>GL Account</b>	<b>Amount</b>
				24-03-037 - 142.307 Eastside Stormwater	06-06-7003	\$4,930.00
				23-03-015 - 142.332 Hernandez CDBG	32-00-7047	\$6,975.00
				24-03-038 - 142.340 Thielbar Annexation	01-05-7003	\$390.00
				24-02-030 - 142.340 Thielbar Annexation	01-05-7003	\$200.00
				23-12-030 - 142.340 Thielbar Annexation	01-05-7003	\$1,050.00
				23-1-028 - 142.325 ATP Projects	01-05-7003	\$975.00
				23-12-029 - 142.322 South Brown CMAQ	10-00-7003	\$560.00
				23-11-027 - 142.322 South Brown CMAQ	10-00-7003	\$880.00
				23-11-026 - 142.321 Main Street STBG Project	10-00-7003	\$640.00
				24-03-021 - 142.307 Eastside Stormwater	06-06-7003	\$20,000.00
				24-02-028 - 142.307 Eastside Stormwater	06-06-7003	\$1,440.00
				24-02-015 - 142.307 Eastside Stormwater	06-06-7003	\$25,500.00
				24-01-032 - 142.307 Eastside Stormwater	06-06-7003	\$1,275.00
				24-01-016 - 142.307 Eastside Stormwater	06-06-7003	\$24,550.00
				23-12-026 - 142.307 Eastside Stormwater	06-06-7003	\$220.00
				24-01-033 - 142.332 Hernandez CDBG	32-00-7047	\$1,390.00
				23-04-009 - 142.332 Hernandez CDBG	32-00-7047	\$18,825.00
				23-12-028 - 142.321 Main Street STBG Project	10-00-7003	\$700.00
				23-05-013 - 142.332 Hernandez CDBG	32-00-7047	\$10,200.00
				23-11-024 - 142.307 Eastside Stormwater	06-06-7003	\$420.00
				24-01-033 - 142.332 Hernandez CDBG	33-00-7047	\$1,390.00
				24-02-016 - 142.332 Hernandez CDBG	32-00-7047	\$2,625.00
				24-02-016 - 142.332 Hernandez CDBG	33-00-7047	\$2,625.00
				24-03-022 - 142.332 Hernandez CDBG	32-00-7047	\$2,020.00
				24-03-022 - 142.332 Hernandez CDBG	33-00-7047	\$2,020.00
				24-03-036 - 142.226 Misc. Trasnsportation Planning	10-00-7003	\$995.00
				24-01-019 - 142.000	01-05-7003	\$980.00
				23-12-025 - 142.226	10-00-7003	\$1,695.00
				24-01-031 - 142.226 Misc. Trasnsportation Planning	10-00-7003	\$3,790.00
				2402027 - 142.226 Misc. Trasnsportation Planning	10-00-7003	\$2,420.00
6288	C	6/14/2024	7	AFLAC	\$367.80	O
				<b>Invoice Nbr - Description</b>	<b>GL Account</b>	<b>Amount</b>
				802513 - Payroll Deduction - Insurance April 2024	01-00-2004	\$183.90
				143676 - Payroll Deduction- Insurance May 2024	01-00-2004	\$183.90
6289	C	6/14/2024	14	Calipatria Firefighters Assoc.	\$188.40	O
				<b>Invoice Nbr - Description</b>	<b>GL Account</b>	<b>Amount</b>
				-Payroll 5/27-6/9, 2024 - CFA Dues - Run# 1586-2024	01-00-2605	\$94.20
				Payroll 5/13-26, 2024 - CFA Dues Run# 1582-2024	01-00-2605	\$94.20

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status																																																									
6290	C	6/14/2024	16	City of Brawley	\$10,000.00	O																																																									
				<table><tr><th>Invoice Nbr - Description</th><th>GL Account</th><th>Amount</th></tr><tr><td>3911-2024 - FD- purchase of fire engine to replace Calipatria fire dept. engine 5212</td><td>01-26-8050</td><td>\$10,000.00</td></tr></table>	Invoice Nbr - Description	GL Account	Amount	3911-2024 - FD- purchase of fire engine to replace Calipatria fire dept. engine 5212	01-26-8050	\$10,000.00																																																					
Invoice Nbr - Description	GL Account	Amount																																																													
3911-2024 - FD- purchase of fire engine to replace Calipatria fire dept. engine 5212	01-26-8050	\$10,000.00																																																													
6291	C	6/14/2024	57	Imperial Irrigation District	\$12,167.41	O																																																									
				<table><tr><th>Invoice Nbr - Description</th><th>GL Account</th><th>Amount</th></tr><tr><td>50001641/6/6/2024 - 125 N Park</td><td>01-26-7013</td><td>\$767.04</td></tr><tr><td>50471659/6/6/2024 - 140 W Main St</td><td>01-25-7013</td><td>\$655.29</td></tr><tr><td>50001623/6/6/2024 - Sorenson S/O Fern</td><td>01-90-7013</td><td>\$12.34</td></tr><tr><td>50001664/6/6/2024 - 286 E Alexandria</td><td>01-80-7013</td><td>\$23.04</td></tr><tr><td>50001659/6/6/2024 - 210 N Railroad Pal BLDG</td><td>01-80-7013</td><td>\$205.37</td></tr><tr><td>50001651/6/6/2024 - 105 S Lake</td><td>01-90-7013</td><td>\$12.89</td></tr><tr><td>50892491/6/4/2024 - International-Delta St</td><td>06-06-7013</td><td>\$515.08</td></tr><tr><td>50001646/6/6/2024 - 102 E Main St</td><td>01-90-7013</td><td>\$13.62</td></tr><tr><td>50508779/6/6/2024 - 402 E California St</td><td>01-90-7013</td><td>\$768.68</td></tr><tr><td>50001635/6/6/2024 - 515 S Sorenson</td><td>01-50-7013</td><td>\$62.41</td></tr><tr><td>50160541/6/6/2024 - C/O Alexandria and W/S International</td><td>06-06-7013</td><td>\$12.34</td></tr><tr><td>50001605/6/6/2024 - 190 City Hall</td><td>01-80-7013</td><td>\$829.81</td></tr><tr><td>50001641/6/6/2024 - 125 N Park</td><td>01-80-7013</td><td>\$767.04</td></tr><tr><td>50675282/6/4/2024 - 106 W Lindsey Rd</td><td>06-06-7013</td><td>\$5,128.35</td></tr><tr><td>50132978/6/4/2024 - 440 W Main St</td><td>14-00-7013</td><td>\$12.34</td></tr><tr><td>50001613/6/6/2024 - St Lights</td><td>10-00-7013</td><td>\$1,802.48</td></tr><tr><td>50291961/6/6/2024 - HWY 111 and Main St. Clock</td><td>10-00-7013</td><td>\$198.48</td></tr><tr><td>50001609/6/6/2024 - 190 Ball Park</td><td>01-90-7013</td><td>\$380.81</td></tr></table>	Invoice Nbr - Description	GL Account	Amount	50001641/6/6/2024 - 125 N Park	01-26-7013	\$767.04	50471659/6/6/2024 - 140 W Main St	01-25-7013	\$655.29	50001623/6/6/2024 - Sorenson S/O Fern	01-90-7013	\$12.34	50001664/6/6/2024 - 286 E Alexandria	01-80-7013	\$23.04	50001659/6/6/2024 - 210 N Railroad Pal BLDG	01-80-7013	\$205.37	50001651/6/6/2024 - 105 S Lake	01-90-7013	\$12.89	50892491/6/4/2024 - International-Delta St	06-06-7013	\$515.08	50001646/6/6/2024 - 102 E Main St	01-90-7013	\$13.62	50508779/6/6/2024 - 402 E California St	01-90-7013	\$768.68	50001635/6/6/2024 - 515 S Sorenson	01-50-7013	\$62.41	50160541/6/6/2024 - C/O Alexandria and W/S International	06-06-7013	\$12.34	50001605/6/6/2024 - 190 City Hall	01-80-7013	\$829.81	50001641/6/6/2024 - 125 N Park	01-80-7013	\$767.04	50675282/6/4/2024 - 106 W Lindsey Rd	06-06-7013	\$5,128.35	50132978/6/4/2024 - 440 W Main St	14-00-7013	\$12.34	50001613/6/6/2024 - St Lights	10-00-7013	\$1,802.48	50291961/6/6/2024 - HWY 111 and Main St. Clock	10-00-7013	\$198.48	50001609/6/6/2024 - 190 Ball Park	01-90-7013	\$380.81		
Invoice Nbr - Description	GL Account	Amount																																																													
50001641/6/6/2024 - 125 N Park	01-26-7013	\$767.04																																																													
50471659/6/6/2024 - 140 W Main St	01-25-7013	\$655.29																																																													
50001623/6/6/2024 - Sorenson S/O Fern	01-90-7013	\$12.34																																																													
50001664/6/6/2024 - 286 E Alexandria	01-80-7013	\$23.04																																																													
50001659/6/6/2024 - 210 N Railroad Pal BLDG	01-80-7013	\$205.37																																																													
50001651/6/6/2024 - 105 S Lake	01-90-7013	\$12.89																																																													
50892491/6/4/2024 - International-Delta St	06-06-7013	\$515.08																																																													
50001646/6/6/2024 - 102 E Main St	01-90-7013	\$13.62																																																													
50508779/6/6/2024 - 402 E California St	01-90-7013	\$768.68																																																													
50001635/6/6/2024 - 515 S Sorenson	01-50-7013	\$62.41																																																													
50160541/6/6/2024 - C/O Alexandria and W/S International	06-06-7013	\$12.34																																																													
50001605/6/6/2024 - 190 City Hall	01-80-7013	\$829.81																																																													
50001641/6/6/2024 - 125 N Park	01-80-7013	\$767.04																																																													
50675282/6/4/2024 - 106 W Lindsey Rd	06-06-7013	\$5,128.35																																																													
50132978/6/4/2024 - 440 W Main St	14-00-7013	\$12.34																																																													
50001613/6/6/2024 - St Lights	10-00-7013	\$1,802.48																																																													
50291961/6/6/2024 - HWY 111 and Main St. Clock	10-00-7013	\$198.48																																																													
50001609/6/6/2024 - 190 Ball Park	01-90-7013	\$380.81																																																													
6292	C	6/14/2024	86	Principal Life Insurance Company	\$1,247.88	O																																																									
				<table><tr><th>Invoice Nbr - Description</th><th>GL Account</th><th>Amount</th></tr><tr><td>06/01/2024-06/30/2024 - Insurance -Principal Premium</td><td>01-16-6900</td><td>\$166.74</td></tr><tr><td>06/01/2024-06/30/2024 - Insurance -Principal Premium</td><td>06-06-6900</td><td>\$169.04</td></tr><tr><td>06/01/2024-06/30/2024 - Insurance -Principal Premium</td><td>01-90-6900</td><td>\$97.57</td></tr><tr><td>06/01/2024-06/30/2024 - Insurance -Principal Premium</td><td>01-40-6900</td><td>\$130.10</td></tr><tr><td>06/01/2024-06/30/2024 - Insurance -Principal Premium</td><td>01-25-6900</td><td>\$382.62</td></tr><tr><td>06/01/2024-06/30/2024 - Insurance -Principal Premium</td><td>01-26-6900</td><td>\$301.81</td></tr></table>	Invoice Nbr - Description	GL Account	Amount	06/01/2024-06/30/2024 - Insurance -Principal Premium	01-16-6900	\$166.74	06/01/2024-06/30/2024 - Insurance -Principal Premium	06-06-6900	\$169.04	06/01/2024-06/30/2024 - Insurance -Principal Premium	01-90-6900	\$97.57	06/01/2024-06/30/2024 - Insurance -Principal Premium	01-40-6900	\$130.10	06/01/2024-06/30/2024 - Insurance -Principal Premium	01-25-6900	\$382.62	06/01/2024-06/30/2024 - Insurance -Principal Premium	01-26-6900	\$301.81																																						
Invoice Nbr - Description	GL Account	Amount																																																													
06/01/2024-06/30/2024 - Insurance -Principal Premium	01-16-6900	\$166.74																																																													
06/01/2024-06/30/2024 - Insurance -Principal Premium	06-06-6900	\$169.04																																																													
06/01/2024-06/30/2024 - Insurance -Principal Premium	01-90-6900	\$97.57																																																													
06/01/2024-06/30/2024 - Insurance -Principal Premium	01-40-6900	\$130.10																																																													
06/01/2024-06/30/2024 - Insurance -Principal Premium	01-25-6900	\$382.62																																																													
06/01/2024-06/30/2024 - Insurance -Principal Premium	01-26-6900	\$301.81																																																													
6293	C	6/14/2024	91	Roto-Rooter Sewer & Drain Service Co.	\$300.00	O																																																									
				<table><tr><th>Invoice Nbr - Description</th><th>GL Account</th><th>Amount</th></tr><tr><td>213103 - Sewer cleaning 101 N Lake</td><td>01-80-7104</td><td>\$160.00</td></tr><tr><td>213289 - Sewer cleaning 101 N Lake</td><td>01-80-7104</td><td>\$140.00</td></tr></table>	Invoice Nbr - Description	GL Account	Amount	213103 - Sewer cleaning 101 N Lake	01-80-7104	\$160.00	213289 - Sewer cleaning 101 N Lake	01-80-7104	\$140.00																																																		
Invoice Nbr - Description	GL Account	Amount																																																													
213103 - Sewer cleaning 101 N Lake	01-80-7104	\$160.00																																																													
213289 - Sewer cleaning 101 N Lake	01-80-7104	\$140.00																																																													
6294	C	6/14/2024	109	Underground Service Alert/SC	\$67.75	O																																																									
				<table><tr><th>Invoice Nbr - Description</th><th>GL Account</th><th>Amount</th></tr><tr><td>520240086 - PW- regulatory markings</td><td>06-06-7013</td><td>\$67.75</td></tr></table>	Invoice Nbr - Description	GL Account	Amount	520240086 - PW- regulatory markings	06-06-7013	\$67.75																																																					
Invoice Nbr - Description	GL Account	Amount																																																													
520240086 - PW- regulatory markings	06-06-7013	\$67.75																																																													

***For All Vendors And For Outstanding Checks - Computer Generated***

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status																																										
6295	C	6/14/2024	113	Waxie Sanitary Supply	\$903.59	O																																										
				<table><tr><th>Invoice Nbr - Description</th><th>GL Account</th><th>Amount</th></tr><tr><td>82523286 - FD- Janitorail supplies &amp; car wash soap</td><td>01-26-7016</td><td>\$142.27</td></tr><tr><td>82517738 - FD- Janitorial supplies &amp; car wash soap</td><td>01-26-7016</td><td>\$74.31</td></tr><tr><td>82517738 - PW- custodial</td><td>01-80-7106</td><td>\$458.38</td></tr><tr><td>82517738 - PD- Custodial supplies</td><td>01-80-7106</td><td>\$228.63</td></tr></table>	Invoice Nbr - Description	GL Account	Amount	82523286 - FD- Janitorail supplies & car wash soap	01-26-7016	\$142.27	82517738 - FD- Janitorial supplies & car wash soap	01-26-7016	\$74.31	82517738 - PW- custodial	01-80-7106	\$458.38	82517738 - PD- Custodial supplies	01-80-7106	\$228.63																													
Invoice Nbr - Description	GL Account	Amount																																														
82523286 - FD- Janitorail supplies & car wash soap	01-26-7016	\$142.27																																														
82517738 - FD- Janitorial supplies & car wash soap	01-26-7016	\$74.31																																														
82517738 - PW- custodial	01-80-7106	\$458.38																																														
82517738 - PD- Custodial supplies	01-80-7106	\$228.63																																														
6296	C	6/14/2024	143	Zendejas Hardware	\$575.27	O																																										
				<table><tr><th>Invoice Nbr - Description</th><th>GL Account</th><th>Amount</th></tr><tr><td>866807 - Buildings Maintenance PO#: 10647</td><td>01-80-7606</td><td>\$48.79</td></tr><tr><td>866385 - PW- Building community center</td><td>01-80-7104</td><td>\$34.95</td></tr><tr><td>866975 - PW- Fixing city/fire dept. water supply.</td><td>01-80-7104</td><td>(\$10.76)</td></tr><tr><td>866974 - PW- fixing city/fire dept. water supply</td><td>01-80-7104</td><td>\$45.18</td></tr><tr><td>866291 - Parks Maint. @ Library PO#: 10650</td><td>01-90-7606</td><td>\$148.25</td></tr><tr><td>866879 - #103 Backhoe Maintenance PO#: 10647</td><td>01-40-7606</td><td>\$21.24</td></tr><tr><td>866800 - Parks Irrigation Maintenance PO#:10647</td><td>01-90-7606</td><td>\$114.19</td></tr><tr><td>866724 - Parks Irrigation Library PO#: 10647</td><td>01-90-7606</td><td>\$25.04</td></tr><tr><td>866741 - Parks/Buildings PO# 10647</td><td>01-80-7106</td><td>\$10.76</td></tr><tr><td>866741 - Parks/Buildings PO# 10647</td><td>01-90-7606</td><td>\$2.56</td></tr><tr><td>866703 - Parks Irrigation</td><td>01-90-7606</td><td>\$65.68</td></tr><tr><td>866421 - Parks PO#: 10647</td><td>01-90-7606</td><td>\$12.92</td></tr><tr><td>866902 - Custodial Supplies PO#: 10647</td><td>01-80-7106</td><td>\$56.47</td></tr></table>	Invoice Nbr - Description	GL Account	Amount	866807 - Buildings Maintenance PO#: 10647	01-80-7606	\$48.79	866385 - PW- Building community center	01-80-7104	\$34.95	866975 - PW- Fixing city/fire dept. water supply.	01-80-7104	(\$10.76)	866974 - PW- fixing city/fire dept. water supply	01-80-7104	\$45.18	866291 - Parks Maint. @ Library PO#: 10650	01-90-7606	\$148.25	866879 - #103 Backhoe Maintenance PO#: 10647	01-40-7606	\$21.24	866800 - Parks Irrigation Maintenance PO#:10647	01-90-7606	\$114.19	866724 - Parks Irrigation Library PO#: 10647	01-90-7606	\$25.04	866741 - Parks/Buildings PO# 10647	01-80-7106	\$10.76	866741 - Parks/Buildings PO# 10647	01-90-7606	\$2.56	866703 - Parks Irrigation	01-90-7606	\$65.68	866421 - Parks PO#: 10647	01-90-7606	\$12.92	866902 - Custodial Supplies PO#: 10647	01-80-7106	\$56.47		
Invoice Nbr - Description	GL Account	Amount																																														
866807 - Buildings Maintenance PO#: 10647	01-80-7606	\$48.79																																														
866385 - PW- Building community center	01-80-7104	\$34.95																																														
866975 - PW- Fixing city/fire dept. water supply.	01-80-7104	(\$10.76)																																														
866974 - PW- fixing city/fire dept. water supply	01-80-7104	\$45.18																																														
866291 - Parks Maint. @ Library PO#: 10650	01-90-7606	\$148.25																																														
866879 - #103 Backhoe Maintenance PO#: 10647	01-40-7606	\$21.24																																														
866800 - Parks Irrigation Maintenance PO#:10647	01-90-7606	\$114.19																																														
866724 - Parks Irrigation Library PO#: 10647	01-90-7606	\$25.04																																														
866741 - Parks/Buildings PO# 10647	01-80-7106	\$10.76																																														
866741 - Parks/Buildings PO# 10647	01-90-7606	\$2.56																																														
866703 - Parks Irrigation	01-90-7606	\$65.68																																														
866421 - Parks PO#: 10647	01-90-7606	\$12.92																																														
866902 - Custodial Supplies PO#: 10647	01-80-7106	\$56.47																																														
6297	C	6/14/2024	165	El Centro Motors	\$4,734.35	O																																										
				<table><tr><th>Invoice Nbr - Description</th><th>GL Account</th><th>Amount</th></tr><tr><td>6361297 - PD unit 711</td><td>01-25-7606</td><td>\$3,435.21</td></tr><tr><td>6360911 - PD UNIT PO#: 10649</td><td>01-25-7606</td><td>\$1,299.14</td></tr></table>	Invoice Nbr - Description	GL Account	Amount	6361297 - PD unit 711	01-25-7606	\$3,435.21	6360911 - PD UNIT PO#: 10649	01-25-7606	\$1,299.14																																			
Invoice Nbr - Description	GL Account	Amount																																														
6361297 - PD unit 711	01-25-7606	\$3,435.21																																														
6360911 - PD UNIT PO#: 10649	01-25-7606	\$1,299.14																																														
6298	C	6/14/2024	193	Calipatria Police Employees Association	\$150.00	O																																										
				<table><tr><th>Invoice Nbr - Description</th><th>GL Account</th><th>Amount</th></tr><tr><td>Payroll 5/13-26, 2024 - CPOA Dues Run# 1582-2024</td><td>01-00-2007</td><td>\$75.00</td></tr><tr><td>Payroll 5/27- 6/9 , 2024 - CPOA Dues Run# 1582-2024</td><td>01-00-2007</td><td>\$75.00</td></tr></table>	Invoice Nbr - Description	GL Account	Amount	Payroll 5/13-26, 2024 - CPOA Dues Run# 1582-2024	01-00-2007	\$75.00	Payroll 5/27- 6/9 , 2024 - CPOA Dues Run# 1582-2024	01-00-2007	\$75.00																																			
Invoice Nbr - Description	GL Account	Amount																																														
Payroll 5/13-26, 2024 - CPOA Dues Run# 1582-2024	01-00-2007	\$75.00																																														
Payroll 5/27- 6/9 , 2024 - CPOA Dues Run# 1582-2024	01-00-2007	\$75.00																																														
6299	C	6/14/2024	195	City of Calipatria	\$233.60	O																																										
				<table><tr><th>Invoice Nbr - Description</th><th>GL Account</th><th>Amount</th></tr><tr><td>Payrun 5/13-26, 2024 - City Employees S/T Run# 1582-2024</td><td>01-00-2011</td><td>\$58.40</td></tr><tr><td>Payrun 5/13-26, 2024 - City Employees S/T Run# 1582-2024</td><td>06-00-2011</td><td>\$58.40</td></tr><tr><td>-Payrun 5/27-6/9, 2024 - City Employee S/T Run# 1586-2024</td><td>01-00-2011</td><td>\$58.40</td></tr><tr><td>-Payrun 5/27-6/9, 2024 - City Employee S/T Run# 1586-2024</td><td>06-00-2011</td><td>\$58.40</td></tr></table>	Invoice Nbr - Description	GL Account	Amount	Payrun 5/13-26, 2024 - City Employees S/T Run# 1582-2024	01-00-2011	\$58.40	Payrun 5/13-26, 2024 - City Employees S/T Run# 1582-2024	06-00-2011	\$58.40	-Payrun 5/27-6/9, 2024 - City Employee S/T Run# 1586-2024	01-00-2011	\$58.40	-Payrun 5/27-6/9, 2024 - City Employee S/T Run# 1586-2024	06-00-2011	\$58.40																													
Invoice Nbr - Description	GL Account	Amount																																														
Payrun 5/13-26, 2024 - City Employees S/T Run# 1582-2024	01-00-2011	\$58.40																																														
Payrun 5/13-26, 2024 - City Employees S/T Run# 1582-2024	06-00-2011	\$58.40																																														
-Payrun 5/27-6/9, 2024 - City Employee S/T Run# 1586-2024	01-00-2011	\$58.40																																														
-Payrun 5/27-6/9, 2024 - City Employee S/T Run# 1586-2024	06-00-2011	\$58.40																																														
6300	C	6/14/2024	321	Catherine Hoff	\$239.64	O																																										
				<table><tr><th>Invoice Nbr - Description</th><th>GL Account</th><th>Amount</th></tr><tr><td>Mileage 6.3.24 - Mileage to US Bank</td><td>01-02-6015</td><td>\$215.74</td></tr></table>	Invoice Nbr - Description	GL Account	Amount	Mileage 6.3.24 - Mileage to US Bank	01-02-6015	\$215.74																																						
Invoice Nbr - Description	GL Account	Amount																																														
Mileage 6.3.24 - Mileage to US Bank	01-02-6015	\$215.74																																														

**For The Date Range From 6/12/2024 To 6/25/2024**

***For All Vendors And For Outstanding Checks - Computer Generated***

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
			Walmart 6.4.24 - Walmart Paper Towels	01-02-6015	\$23.90	
6301	C	6/14/2024	339	California Department of Child Support Services	\$223.84	O
			Invoice Nbr - Description	GL Account	Amount	
			Payroll- 5/27-6/9, 2024 - Run# 1586-2024	01-00-2010	\$223.84	
6302	C	6/14/2024	470	McNeece Bros. Oil Company, Inc.	\$4,422.32	O
			Invoice Nbr - Description	GL Account	Amount	
			910090 - PD- Fuel Patrol Vehicles	01-25-7015	\$1,144.86	
			910088 - PW - Fuel	06-06-7015	\$532.23	
			910088 - PW - Fuel	01-90-7015	\$532.23	
			910088 - PW - Fuel	01-40-7015	\$709.66	
			910089 - FD- Monthly fuel expense	01-26-7015	\$1,464.38	
			910088 - PW - Fuel	01-16-7015	\$38.96	
6303	C	6/14/2024	528	USA Blue Book	\$9,991.99	O
			Invoice Nbr - Description	GL Account	Amount	
			INV00383383 - PW- Regualtory sampling equip.	06-06-8018	\$9,991.99	
6304	C	6/14/2024	583	Airwave Communication	\$328.77	O
			Invoice Nbr - Description	GL Account	Amount	
			449010 - FD- 2batteries replaced for hand held radios	01-26-7016	\$328.77	
6305	C	6/14/2024	652	County of San Diego, RCS	\$1,145.52	O
			Invoice Nbr - Description	GL Account	Amount	
			24CALIPDN11 - PD- radios montly service	01-25-7003	\$342.00	
			24CALIPWN11 - PW- monthly radio service	01-26-7003	\$28.50	
			24CALIFDN11 - FD- monthly radio service	01-26-7003	\$775.02	
6306	C	6/14/2024	724	Brenntag Pacific, Inc	\$5,880.80	O
			Invoice Nbr - Description	GL Account	Amount	
			BPI433726 - Chemicals PO#: 10646	06-06-7060	\$5,880.80	
6307	C	6/14/2024	937	SoCalGas	\$13.00	O
			Invoice Nbr - Description	GL Account	Amount	
			5/1/2024-6/1/2024 - Street sweeper fuel	01-40-7015	\$13.00	
6308	C	6/14/2024	958	Southwest Equipment and Supply, Inc.	\$996.98	O
			Invoice Nbr - Description	GL Account	Amount	
			28719 - 5201 Command Truck had a puncture to tire. PO#:10685	01-26-7606	\$40.00	
			40652 - PW - equipment	01-40-7606	\$865.52	
			40678 - PD- Flat tire repair	01-25-7606	\$20.00	
			28641 - PW- Parks maint.	01-90-7606	\$71.46	
6309	C	6/14/2024	988	Grainger	\$1,531.59	O
			Invoice Nbr - Description	GL Account	Amount	
			9141588708 - PW- Building manit.	01-80-7104	\$1,531.59	
6310	C	6/14/2024	990	Fire Service Corp. C/O Universal Funding Corp.	\$1,377.08	O
			Invoice Nbr - Description	GL Account	Amount	

Page

**Accounts Payable Check Register Report - US Bank Branch-158300185465**

For The Date Range From 6/12/2024 To 6/25/2024

For All Vendors And For Outstanding Checks - Computer Generated

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
				903182 - Fire Extinguishers PO#: 10638	01-80-7003	\$305.26
				903184 - Fire Extinguishers PO#: 10638	01-80-7003	\$823.81
				903181 - Fire Extinguishers PO#: 10638	01-80-7003	\$248.01
6311	C	6/14/2024	1008	Humane Society of Imperial County		\$500.00 O
				<b>Invoice Nbr - Description</b>	<b>GL Account</b>	<b>Amount</b>
				May 2024 - Animal care expenses for May of 2024	01-25-7049	\$500.00
6312	C	6/14/2024	1038	Special District Risk Management Authority		\$9,996.15 O
				<b>Invoice Nbr - Description</b>	<b>GL Account</b>	<b>Amount</b>
				H45220 - Preimum Insurance - June 2024	01-16-6900	\$1,723.91
				H45220 - Preimum Insurance - June 2024	01-25-6900	\$2,127.98
				H45220 - Preimum Insurance - June 2024	01-26-6900	\$3,766.71
				H45220 - Preimum Insurance - June 2024	01-40-6900	\$655.49
				H45220 - Preimum Insurance - June 2024	01-90-6900	\$491.62
				H45220 - Preimum Insurance - June 2024	06-06-6900	\$1,230.44
6313	C	6/14/2024	1080	County Motor Parts		\$248.67 O
				<b>Invoice Nbr - Description</b>	<b>GL Account</b>	<b>Amount</b>
				537727 - PW- repairs	01-40-7606	\$106.76
				537727 - PW- repairs	01-90-7606	\$106.76
				537451 - Vehicle Maintenance PO#: 10645	01-90-7606	\$35.15
6314	C	6/14/2024	1118	Clearinghouse		\$559.60 O
				<b>Invoice Nbr - Description</b>	<b>GL Account</b>	<b>Amount</b>
				- Pavroll 5/27-6/9, 2024 Run# 1586-2024	01-00-2010	\$279.80
				-Payroll 5/13-5/26, 2024 - Run# 1582-2024	01-00-2010	\$279.80
6315	C	6/14/2024	1130	Babcock Laboratories, Inc.		\$224.19 O
				<b>Invoice Nbr - Description</b>	<b>GL Account</b>	<b>Amount</b>
				CD40263 - Regulatory Samples-PO #: 10697	06-06-7107	\$157.31
				LD40020-9802 - Regulatory Samples-PO#:10697	06-06-7107	\$66.88
6316	C	6/14/2024	1140	Raul Bernal		\$50.25 O
				<b>Invoice Nbr - Description</b>	<b>GL Account</b>	<b>Amount</b>
				May 2024 - Mileage reimbursement- May 2024	06-06-6015	\$50.25
6317	C	6/14/2024	1155	Aramark		\$88.64 O
				<b>Invoice Nbr - Description</b>	<b>GL Account</b>	<b>Amount</b>
				5220365759 - PW uniforms	01-90-7929	\$6.44
				5220365759 - PW uniforms	01-80-7106	\$15.50
				5220365759 - PW uniforms	06-06-7929	\$1.80
				5220365759 - PW uniforms	01-90-7929	\$6.61
				5220365759 - PW uniforms	01-80-7929	\$1.20
				5220365759 - PW uniforms	01-80-7929	\$1.61
				5220365759 - PW uniforms	06-06-7929	\$2.63
				5220365759 - PW uniforms	01-90-7929	\$2.63
				5220365759 - PW uniforms	01-40-7929	\$3.50

Page

**Accounts Payable Check Register Report - US Bank Branch-158300185465**

For The Date Range From 6/12/2024 To 6/25/2024

For All Vendors And For Outstanding Checks - Computer Generated

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
				5220359191 - PW uniforms	06-06-7929	\$1.80
				5220359191 - PW uniforms	01-90-7929	\$6.61
				5220359191 - PW uniforms	01-80-7929	\$1.20
				5220359191 - PW uniforms	01-40-7929	\$2.40
				5220359191 - PW uniforms	01-80-7929	\$1.61
				5220359191 - PW uniforms	01-90-7929	\$6.44
				5220359191 - PW uniforms	06-06-7929	\$2.63
				5220359191 - PW uniforms	01-90-7929	\$2.63
				5220359191 - PW uniforms	01-40-7929	\$3.50
				5220365759 - PW uniforms	01-40-7929	\$2.40
				5220359191 - PW uniforms	01-80-7106	\$15.50
6318	C	6/14/2024	1236	Jacob's Air Conditioning		\$215.00 O
				Invoice Nbr - Description	GL Account	Amount
				074 - PD A/C Service/Maintenance PO #: 10643	01-80-7104	\$215.00
6319	C	6/14/2024	1252	City of Imperial		\$525.00 O
				Invoice Nbr - Description	GL Account	Amount
				2024-0081 - IT services	01-17-7002	\$525.00
6320	C	6/14/2024	1258	AA Electric		\$5,310.00 O
				Invoice Nbr - Description	GL Account	Amount
				2095 - Hanger Electric PO#: 10692	14-00-7003	\$5,310.00
6321	C	6/14/2024	1259	Acme Safety & Supply Corp.		\$323.78 O
				Invoice Nbr - Description	GL Account	Amount
				163710-00 - PW- Sign posts	01-40-7016	\$323.78
6322	C	6/14/2024	1273	US Bank		\$792.20 O
				Invoice Nbr - Description	GL Account	Amount
				1200966052 - PPE for all departments	01-40-7929	\$168.07
				1200966052 - PPE for all departments	01-90-7929	\$168.07
				1200966052 - PPE for all departments	06-06-7929	\$168.06
				113-6491895-9961810 - PW- streets/parks	01-40-7605	\$144.00
				113-6491895-9961810 - PW- streets/parks	01-90-7605	\$144.00
6323	C	6/14/2024	1279	Garu Mobile Wash		\$420.00 O
				Invoice Nbr - Description	GL Account	Amount
				00042 - PD Vehicle wash	01-25-7606	\$420.00
6324	C	6/14/2024	1281	Imperial Valley Chevrolet GMC		\$89.33 O
				Invoice Nbr - Description	GL Account	Amount
				193743GM - PD- Key for chief truck	01-25-7017	\$89.33
6325	C	6/14/2024	1285	Mia's Truck Repair Inc.		\$540.00 O
				Invoice Nbr - Description	GL Account	Amount
				20387 - FD- Eng 5212 needed 6 batteries replace	01-26-7606	\$540.00
6326	C	6/14/2024	1286	Blanca Huerta		\$100.00 O
				Invoice Nbr - Description	GL Account	Amount

Page

**Accounts Payable Check Register Report - US Bank Branch-158300185465***For The Date Range From 6/12/2024 To 6/25/2024**For All Vendors And For Outstanding Checks - Computer Generated*

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
		6/1/2024 - Deposit Refund/ June 1st event		01-17-4817	\$100.00	
6327	C	6/14/2024	1287	Eladio Reyes	\$1,475.00	O
		Invoice Nbr - Description			GL Account	Amount
		24-003 - PD- 2 Backgrounds			01-25-7003	\$1,475.00
6328	C	6/14/2024	189	Airgas USA, LLC	\$116.00	O
		Invoice Nbr - Description			GL Account	Amount
		5508597112 - FD- Oxygen			01-26-8017	\$116.00
					Cleared	\$0.00
					Outstanding	\$220,341.39
					Void	\$0.00





CONSENT #5

## CALIPATRIA CITY COUNCIL AGENDA ITEM

**Date Submitted:** June 21, 2024

**Submitted By:** Laura Gutierrez, City Manager

**Council Meeting Date:** June 25, 2024

### ***Discussion / Direction***

**Subject:** Approval of Villa Esperanza – Limited Partner Exit

### **Background:**

The compliance period has ended for Villa Esperanza (Calipatria Family Apts., LP) so the Investor Limited Partner is planning to exit the partnership as originally intended.

The Limited Partners interest of USA Institutional Tax Credit Fund LV, L.P. (the “Investor Limited Partner”) and the Richman Group Capital Corporation (the “Special Limited Partner”) will be sold for \$1 and assigned to CIC Calipatria, LLC (the “Administrative General Partner”). Please note that the property reserves will remain with the project and the debt encumbering the project will not be increased, refinanced, or otherwise modified.

The subordinate and residual receipts loan to Villa Esperanza (Calipatria Family Apts., LP) per below from 2023 audit.

### Note payable – City of Calipatria

On November 1, 2007, the Partnership entered into a loan agreement with the City of Calipatria (the “Holder”) in the amount of \$3,400,000 through the HOME Investment Partnerships Program. The loan is secured by a deed of trust on the Project. The loan bears simple interest at 3% per annum. Principal and interest payments are due annually in the amount of 47.6% of Residual Receipts, as defined in the loan agreement, within 90 days following the end of each calendar year. All unpaid accrued interest and principal are due on November 1, 2062. No payments are expected to be made to the Holder for the next five years unless there is sufficient Cash Flow.

-----

6. Notes payable (continued)

Note payable – City of Calipatria (continued)

As of December 31, 2023 and 2022, the principal balances on the note are as follows:

	<u>2023</u>	<u>2022</u>
Principal balance, beginning	\$ 3,400,000	\$ 3,400,000
Repayments	<u>-</u>	<u>-</u>
Principal balance, ending	<u>\$ 3,400,000</u>	<u>\$ 3,400,000</u>

As of December 31, 2023 and 2022, the accrued interest balances on the note are as follows:

	<u>2023</u>	<u>2022</u>
Accrued interest balance, beginning	\$ 1,470,403	\$ 1,368,403
Interest expense	102,000	102,000
Interest payments	<u>-</u>	<u>-</u>
Accrued interest balance, ending	<u>\$ 1,572,403</u>	<u>\$ 1,470,403</u>

**Recommendation:**

Staff recommends the City Council approve Villa Esperanza - Limited Partner Exit as presented.

**Fiscal Impact:**

No fiscal impact



RESOLUTION 24-29

## CALIPATRIA CITY COUNCIL AGENDA ITEM

**Date Submitted:** June 21, 2024

**Submitted By:** Cheryl Fowler, Interim Police Chief 

**Council Meeting Date:** June 25, 2024

### ***Discussion / Direction***

**Subject:** Approval of Resolution No. 24-29 Establishing an amended fee schedule for the Calipatria Police Department

### **Background:**

The City Council on June 14, 2005, approved Resolution 05-19 updating the City Service Fees for the Police Department and other departments. Currently, there has been a request for additional services currently not on the fee schedule. Staff was tasked with comparing our fees and the fees from all other Law Enforcement Agencies in the Imperial Valley. The department is reviewing cost recovery for the department has also included additional services not on previous fee schedule.

### **Recommendation:**

Staff recommends the City Council approve the attached Calipatria Police Department Fee Schedule as presented.

### **Fiscal Impact:**

No fiscal impact.

# PUBLIC ANNOUNCEMENT

On June 25, 2024, the City Council of the City of Calipatria adopted Resolution 24-29 establishing an amended fee schedule for the Calipatria Police Department.

The below Calipatria Police Department fees will go into effect on

**July 1, 2024.**

## CALIPATRIA POLICE DEPARTMENT

### FEE SCHEDULE

ABC LETTER	\$ 35.00
ALARM PERMIT ANNUAL AND RENEWAL	\$ 25.00
ALARM PENALTY – NO PERMIT	\$ 25.00
BICYCLE PERMIT	\$ 11.00
CITATION SIGN-OFF	\$ 20.00
CLEARANCE LETTER (CALIPATRIA ONLY)	\$ 30.00
COPY OF REPORT / CITATION / LOG ENTRY	\$ 15.00
FALSE ALARM RESPONSE	\$ 50.00
FINGERPRINTS	\$ 20.00
FUNERAL ESCORT (PER PATROL UNIT)	\$ 80.00
LOUDSPEAKER PERMIT (MUST BE OFF BY 10:00 PM)	\$ 15.00
PERMIT TAXI DRIVER - NEW	\$ 50.00
PERMIT TAXI DRIVER - RENEWAL	\$ 35.00
PERMIT TAXI / BUS OPERATING	\$ 80.00
RECORDS RESEARCH PER HOUR	\$ 30.00
RECORDS CHECK – CALIPATRIA	\$ 15.00
RESPONSE – LOUD NOISE COMPLAINT	\$ 60.00
SECONDHAND DEALER / PAWN LICENSING	\$ 70.00
TRAFFIC / PARKING CONTROL REQUEST	\$ 725.00
VEHICLE RELEASE / IMPOUND RELEASE	\$ 100.00
VEHICLE RESPOSSESSION PROCESSING FEE	\$ 15.00
VIN VERIFICATION	\$ 25.00

\*\*\*ALL "FEE RELEATED TRANSACTIONS WILL BE HANDLED DURING NORMAL BUISNESS  
OPERATING HOURS OF MONDAY THROUGH FRIDAY 8:00 A.M. TO 5:00 P.M. \*\*\*

## RESOLUTION 05-19

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIPATRIA ESTABLISHING CITY SERVICE FEES-PURSUANT TO ORDINANCE 04-002

*PURSUANT* to ordinance 04-002 entitled "An Ordinance of the City of Calipatria establishing City Service Fees, adopted January 11, 2005, authorizing the City Council to establish fees for the following departments: Fire, Police, City Hall; **NOW THEREFORE BE IT RESOLVED**, the City Council of the City of Calipatria does hereby adopt the following fees:

#### SECTION 1- City Hall-

Community Buildings/ Park Fees	\$100.00
Gazebo	50.00

#### Administration-

Returned check charge	\$ 30.00
Charge for fax	5.00
Charge for copy	.35

#### SECTION 2- Police Dept. Fees

Bicycle License	\$ 3.00
Citation Sign Offs	10.00
Fingerprints	16.00
Clearance Letter	27.00
Reports (1 <sup>st</sup> page)/	10.00
Ea. additional page	1.00
Repossession Release	15.00
Civil Service Process	30.00
Vehicle Release	75.00
VIN Verification/Res	15.00
Station/etc	

#### SECTION 111- Fire Dept. Fees

Medical Response	\$100.00 base rate \$15.00 night supplies bill at double the costs.
Fire Reports	15.00
Burn Permit	50.00
Lock Out Fees	25.00

#### REIMBURSEMENT RATES EQUIPMENT-

Fire Engine Type 1	\$100.00 per hour
Rescue Squad	85.00 per hour
Other vehicles, command utility, etc	50.00 per hour

Special units, dump trucks, tractors, road graders, suction trucks, etc will Be charged according to cost provided by the supplying agency or vendor. Milage, .25 per mile plus actual cost of fuels used.

#### **MANPOWER**

Any manpower that is deemed necessary during and after the emergency shall be billed as follows:

Manpower shall be billed at the overtime rate of the yearly Fire Assistance Agreement, which is conducted in May of each year. The overtime rate will be at time and one half, plus 50% for benefits. Records of the hourly rates for the Fire Assistance Agreement are kep on file at the station.

#### **ADMINISTRATIVE COSTS**

A 15% administrative charge will be added to the total costs of the incident. This charge is to handle any added work associated with the compiling and processing the claim for reimbursement to the City of Calipatria.

***PASSED AND ADOPTED*** by the City Council of the City of Calipatria at a regular meeting thereof held on the 14<sup>th</sup> day of June 2005 by the following vote:

AYES: Nelson, O'Malley, Beltran

NOES: Vasquez, Navarro

ABSTAIN: None

ABSENT: None



Fred R. Beltran

Mayor, City of Calipatria

#### ***ATTEST:***

I, Catherine Hoff, City Clerk of the City of Calipatria, hereby certify the above and foregoing to be a full, true, and correct copy of a resolution adopted by said City Council on this 14<sup>th</sup> day of June 2005.



Catherine Hoff

City Clerk

City of Calipatria



Service	2020			2018	2023		2005		2024
	Callexico	Sheriffs	Brawley	Imperial	EI Centro	Westmorland	Calipatria	Calipatria	
Citation Bail - Meter	\$23.00	-	-	Varies	-	-	-	-	
Citation Bail - 2 Hr Parking	\$23.00	-	-	Varies	-	-	-	-	
Fingerprinting LIVE	\$30.00	\$22.00	\$20.00	\$25.00	-	-	-	-	
Fingerprinting Ink Cards	\$30.00	-	\$20.00	\$25.00	-	-	\$16.00	\$20.00	
All Report Copies	\$30.00	\$0.50 per pg	\$11.00	-	\$11.42	-	\$10.00	\$15.00	
Photos (ALL)	\$50.00	\$6.00 ~ \$10.00	-	\$20.00	-	-	-	-	
Clearance Letter	\$45.00	\$58.00	\$45.00	-	\$74.26	-	\$27.00	\$30.00	
Solicitor Permit	\$25.00	-	-	-	\$22.85	-	-	-	
Vehicle Impound	\$236.61	\$15.00	\$207.00	-	\$205.63	-	-	\$100.00	
Vehicle Release	\$51.33	\$22.00	\$207.00	\$150.00	\$205.63	\$125.00	\$75.00	\$100.00	
Funeral Escort	\$180.00	-	\$80.00	-	\$45.70	-	\$80.00	\$80.00	
Record Check	\$25.00	-	\$15.00	\$25.00	-	-	\$10.00	\$15.00	
Sex/Drug Registrant	\$25.00	-	-	-	-	-	-	-	
Taxi/Bus Inspection	\$60.00	-	\$35.00	-	\$57.12	-	-	-	
Citation Sign Off	\$20.00	\$17.00	\$15.00	\$15.00	-	\$15.00	\$10.00	\$20.00	
Loud Speaker Permit	\$15.00	-	\$11.00	\$10.00	\$22.85	-	-	\$15.00	
Second Hand Dealer Permit	\$25.00	-	\$70.00	-	\$39.98	-	-	\$70.00	
Non-Moving Citation	\$10.00	-	-	-	-	-	-	-	
Repossessed Fee	\$15.00	\$15.00	\$15.00	\$15.00	\$17.14	\$15.00, 2nd	\$15.00	\$15.00	
Copies of Citation	\$25.00	\$0.50	\$11.00	\$10.00	\$11.42	-	\$10.00	\$15.00	
ABC Letter	\$40.00	-	\$25.00	\$25.00	\$22.85	-	-	\$35.00	
CCW Permit New/ Renewal	\$70.00	\$168.00 N, \$127.00 R	-	-	-	-	-	-	
Alarm Permit Residential (2yr)	\$50.00	\$22.00	-	-	\$28.56	-	-	\$25.00	
Alarm Permit Commerical 2 yr	\$100.00	\$22.00	-	-	-	-	-	\$45.00	
False Alarm Response 1st-3rd	-	\$50 \$100 \$200	\$50.00	-	-	-	-	\$50.00	
False Alarm Response 4th and Sub	\$145.00	\$500.00	-	-	-	-	-	\$100.00	

<b>Crime Report</b>	-	\$22.00	-	\$10.00	-	\$15.00, \$1 each pg	-	10.00, \$1 per pg
<b>Booking Sheet</b>	-	\$15.00	-	-	-	-	-	-
<b>Local Criminal History</b>	-	\$87.00	-	\$25.00	-	-	-	-
<b>911 Hang up</b>	-	-	\$35.00	-	-	-	-	-
<b>Alarm Permit Annual &amp; Renewal</b>	-	-	\$25.00	\$25.00	-	-	-	\$25.00
<b>Assembly Permit</b>	-	-	\$11.00	\$5.00	-	-	-	-
<b>Bicycle License</b>	-	-	\$5.00	-	-	-	\$3.00	\$11.00
<b>Civil Witness Fee</b>	-	\$35 per day , 0.20 per Mile	\$275.00	\$275.00	\$314.16	-	-	-
<b>Record Research per hr</b>	\$36.00	-	\$30.00	\$25.00	\$39.98	-	-	\$30.00
<b>Loud Noise Compliant</b>	-	-	\$65.00	-	-	-	-	-
<b>VIN Verification</b>	-	-	\$25.00	\$20.00	\$34.27	\$15.00	\$15.00	\$25.00
<b>DUI Conviction</b>	-	-	-	\$400.00	-	-	-	-
<b>Parking Ticket</b>	-	-	-	-	-	\$25.00	-	-
<b>Civil Services Process</b>	-	-	-	-	-	-	-	\$0.00
<b>Witness Fee Officer</b>		\$150 per day				-		
<b>Records ONLY NO APPEARANCE</b>		\$35.00				-		
<b>Booking Sheet</b>						\$15.00		
<b>Holtville Fire</b>								
<b>DUI Recovery</b>	\$1,250.00							



DISSMISSION/DIRECTION #1



June 21, 2024

City of Calipatria  
125 N. Park Ave  
Calipatria, Ca. 92233

City Manager,

The Calipatria Lions Club is requesting to have the street blocked off from the corner of N. Park/W. Alexandra and blocked the alley way in back of the Post Office.

We will be having a Ribbon cutting ceremony on July 5, 2024, at 9:00am, following refreshments and pastries. Everyone is welcome to attend.

Thank you,

Lion President,  
Beneranda Cooper



DISSISION/DIRECTION

*Handwritten signature*

## CALIPATRIA CITY COUNCIL AGENDA ITEM

**Date Submitted:** June 20, 2024

**Submitted By:** Laura Gutierrez, City Manager/CFO

*Handwritten signature*

**Council Meeting Date:** June 25, 2024

### ***Discussion / Direction***

**Subject:** Approval of Imperial Irrigation District Water Service Agreement – Recreational Use

### **Background:**

In 2019, the City applied for and was awarded a \$1M grant for Hernandez Park ag water delivery and irrigation pump system. The scope of work for this project was to bring non-potable water to Hernandez Park for irrigation of the ballfields and landscaping.

City staff and The Holt Group have been working with Golden State Water for several months requesting the authorization for the City to proceed with water service agreement for non-potable water from the Imperial Irrigation District for irrigation to the park. After several discussions and based on the grant deadline for Hernandez Park grant, Golden State Water has finally approved the City to move forward with direct billing from Imperial Irrigation District for usage of non-potable water for Hernandez Park.

### **Recommendation:**

Staff recommends the City Council approve the attached Water Service Agreement – Recreational Use as presented and authorize the City Manager to execute the agreement.

### **Fiscal Impact:**

\$20 per acre feet (AF) of water vs \$5.242 per hundred cubic feet (HCF).

*Cost savings in excess of \$26,000 per year.*

1 HCF = 748 gallons of water

1 AF = 325,851 gallons of water

435.6 HCF = 1 AF

Recording Requested By  
And When Recorded Mail To:

Imperial Irrigation District  
Attn: Real Estate Section  
P.O. Box 937  
Imperial, CA 92251

Space Above This Line For Recorder's Use

APN: 023-143-001 through 023-143-006

This Document is recorded for the benefit of  
Imperial Irrigation District pursuant to  
Gov. Code §27383 & Gov. Code §6103

**IMPERIAL IRRIGATION DISTRICT  
WATER SERVICE AGREEMENT - RECREATIONAL USE**

This Agreement made this \_\_\_\_\_ day of June, 2024, between Imperial Irrigation District, a California irrigation district, hereinafter referred to as "District," and City of Calipatria, hereinafter referred to as "Water User."

Water User desires to install, operate and maintain a service connection 6-inches in diameter to supply raw canal water from the E Lateral Canal, near Delivery Gate 39 to approximately 2.60 acres in the City of Calipatria, County of Imperial, State of California, hereinafter referred to as "Project Site" for the purpose of landscape irrigation in a water volume not to exceed 22 acre-feet per year. The Project Site is owned by the City of Calipatria and has a legal description as follows:

Lots 1 through 20, Block 1, Townsite of Calipatria, OM 289

District desires to permit Water User to install a service connection as described above and in accordance with Encroachment Permit No. 4196 for purposes of purchasing raw canal water in accordance with this Agreement.

Now, therefore, for valuable consideration paid to District by Water User, the receipt of which is hereby acknowledged, and in consideration of the covenants and agreements contained herein, Water User and District hereby agree as follows:

Terms and Conditions:

District has authorized the installation of the service connection upon the following terms and conditions:

A. It is expressly understood and agreed that this installation shall be subject to the inspection and approval of an authorized agent of District. The construction and maintenance of the service connection shall be without expense to District and shall be removed within twenty-four (24) hours of a written demand by District at the sole expense of Water User. The District shall not be responsible for any damage to the service connection caused by it in cleaning its canals.

B. In the event that such connection will deviate in any way from the service connection authorized by Encroachment Permit No. 4196, Water User shall obtain a new or amended encroachment permit for the service connection and this Agreement shall be amended in writing to recognize the new or amended encroachment permit.

C. District agrees to supply up to a maximum of 22 acre-feet of raw canal water per each calendar year from the E Canal, Delivery Gate 39 to the Project at the service connection described above subject to any limitations stated herein, hereinafter referred to as "maximum water use." At no time will District be required to deliver continual water service to the service connection when no other water is being delivered through the canal at that time.

D. Water User recognizes and agrees that District is not required to modify or enlarge its existing water delivery system to make water available to Water User and Water User shall not be entitled to take water at a rate which will deplete the supply available in the canal for other uses. Water User recognizes and agrees that District regularly maintains and repairs its canal facilities and that this maintenance and/or repair may require that water service be temporarily cut in the canals. Water User also recognizes and agrees that the canals may be incapable of delivering water as a result of an emergency or other events occurring beyond the control of District. To address such situations, Water User shall:

- (a) Pursuant to IID Regulations, including but not limited to Nos. 13 and 16, Water User shall construct a facility to hold a minimum volume of water equal to six (6) days (based on twenty-four [24] hour days) of the Project's peak daily demand to provide an alternative water supply for the Project during periods of high flow, canal maintenance, repair and/or emergencies; or
- (b) In the event that Water User does not construct the water storage facility described above, Water User understands the risks inherent in the absence of such water storage facility and knowingly assumes all such risks. Water User shall defend, indemnify, hold harmless and release District, its officers, officials, agents and employees from and against all claims, damages, losses and expenses arising out of the absence of such water storage facility described herein, except where caused by the active negligence, sole negligence, or willful misconduct of District.

E. If IID implements a water allocation or apportionment program pursuant to the IID Equitable Distribution Plan, or any amending or superseding policy for the same or similar purposes, during all or any part of the term of this Agreement, IID shall have the right to apportion the Project's water as a recreational user or other more appropriate category of use consistent with the terms of the Equitable Distribution Plan, if and when recreational water use or other more appropriate category of use is established.

F. To the extent that District receives an order or directive from a governmental authority having appropriate jurisdiction that reduces the total volume of water available to IID from the Colorado River during the term of this Agreement, District may reduce the maximum water use under paragraph C of this Agreement; provided that in no event shall the reduction exceed the proportionate equivalent of the reduction of the total volume of water available to District.

G. The installation of this service connection is permitted only to Water User. Water User is not authorized to extend, expand, or share this service connection with any other person, entity, residence, use, or parcel of land without the written approval of District. Water User expressly understands and agrees that in case of such extension, expansion or sharing of this service being

permitted, without such written District approval, District is hereby authorized to remove the service connection at Water User's expense.

H. Water User recognizes and agrees that the raw water furnished under this Agreement is untreated and shall not encompass the right to utilize the water for human consumption. Water User will provide, at Water User's expense, potable water supplies from a provider approved by the California State Water Resources Control Board, Division of Drinking Water, for all structures located on the Project Site. On-site, and particular indoor, canal water outlets (i.e. faucets or hose connections) should be clearly labeled as non-potable water and unsuitable for drinking purposes. Water User shall comply with federal and state Safe Drinking Water Act requirements contained in 42 U.S.C. Sections 300f, *et seq.*, Title 40 of the Code of Federal Regulations Part 141, California Health and Safety Code Sections 116270, *et seq.* and applicable regulations in Titles 17 and 22 of the California Code of Regulations.

I. Water User shall, at its sole cost, construct, install and maintain a District-approved water metering device and locking device/shut-off valve (to facilitate service disconnection should Water User fail to comply with District regulations and/or Safe Drinking Water Act requirements) within a public right-of-way/easement, District property, or District right-of-way/easement, unless a location on or within the Project Site is approved in writing by District for security or other necessary purposes. In the event the water metering device and locking devices/shut-off valves are constructed, installed and maintained on or within the Project Site, written approval of District shall be contingent upon Water User granting District and/or obtaining all approvals and authorizations necessary for District to have access at any reasonable time upon request from District. Any water metering device must be annually calibrated and certified in accordance with good industry practices. Water User shall install its own separate service connection in a manner that is not connected to any other service connections for other structures or property to allow District to monitor metering and to shut off service to a single structure, property, and/or water user without affecting any other structure, property, or water user. The Water User shall report the meter readings on an annual basis, by January 31, to Division staff which in turn will be verified by Division staff's logged water orders to determine compliance with the authorized maximum use limits.

J. Water User must notify the IID division office as provided in Encroachment Permit No. 4196 and shall set up an IID municipal and miscellaneous services customer account. Water User agrees to pay to District the Municipal Rate, or other more appropriate rate that may be established in the future at IID's sole discretion, as set forth in District's *Water Rate Schedules*, in its present form in Schedule No. 14 or as it may be amended hereafter, for water delivered up to the maximum water use for the benefit of the city of Calipatria. Water User agrees that any inadvertent water use exceeding the maximum water use shall be paid at the Conserved Water Rate set forth in District's *Water Rate Schedules*, in its present form in Schedule No. 13 or as it may be amended hereafter. In the event raw canal water is diverted or allowed to run to other lands than the Project Site or be taken or used by any other person or entity without written approval of District, District may remove or cause to be removed the service connection and all money paid shall be forfeited.

K. Water User shall comply with and be subject to all applicable federal, state and local laws, rules, regulations, policies and procedures as the same now or hereafter shall exist, including the District's *Rules and Regulations Governing the Distribution and Use of Water*, Encroachment Permit No. 4196 and the Equitable Distribution Plan. This Agreement shall be binding upon Water User, successors and assigns as to the Project Site.

L. Water User agrees to assume all liability and responsibility for cross contamination/backflow prevention, and all regulation requirements, monitoring, reporting and compliance issues associated with dual water service (treated water service and raw water service) to the Project Site, except as otherwise mutually agreed to between Water User and Golden State Water Company (the treated water purveyor to the site), an agreement which IID is not a party to.

M. The Project may be allowed to discharge, from time to time, occasional rain or storm water runoff to the appropriate IID drainage facility if approved to do so under a separate encroachment permit and consistent with the District's *Rules and Regulations Governing the Distribution and Use of Water*. Any water discharged from the Project shall be regulated by the Regional Water Quality Control Board. Water User shall comply with all National Pollutant Discharge Elimination System permit requirements as necessary, including the implementation of appropriate best management practices.

N. Water User acknowledges that IID retains all Colorado River water rights in its name and control under applicable law, and that no water rights or other rights to water are created by this Agreement.

O. Water User and District do not intend to create rights and/or to grant remedies to any third party or others as a beneficiary of this Agreement or of any duty, covenant, obligation or undertaking established hereunder.

P. The term of this Agreement shall commence on the date of signing and be in effect for ten years, with automatic one-year renewals unless IID issues a termination notice as provided for under this Agreement.

Q. District may terminate this Agreement after sixty (60) days advance written notice, if any of the following occur:

- (a) Water User exceeds the maximum water use set forth in this Agreement. IID shall provide notice to Water User of exceedance in any calendar year, by May 1 of the following calendar year.
- (b) Water service/delivery charges, water availability charge, or any other monetary amounts payable by Water User are not paid.
- (c) Canal abandonments or relocations limit IID's ability to continue to provide raw water service to certain urbanized areas.
- (d) IID is notified by a regulatory agency, the responsible public water system or becomes aware, that the Water User is not compliant with the provisions of this agreement.

R. To the fullest extent permitted by law, Water User agrees to defend, indemnify and hold harmless District for any liability, claims, suits, actions, damages or injury resulting from the delivery and use of raw water under this Agreement.

S. Owner, Water User and District agree this Agreement shall be executed and recorded at the Imperial County Recorder's Office.

T. Water User understands that, prior to signing this Agreement, Water User has been informed of his/her/its right to seek counsel and has had an opportunity to do so.

U. Water User hereby certifies that he/she/it has read this Agreement, understands its contents and agrees to be bound by it.

THIS AGREEMENT shall be binding upon the parties hereto, their successors, heirs and assigns, as to the Project Site described herein.

*[Signatures on individual following pages shall be notarized]*

WATER USER/OWNER: City of Calipatria

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



IMPERIAL IRRIGATION DISTRICT

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Michael A. Pacheco  
Title: Water Manager

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**Civil Code §1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA }

COUNTY OF \_\_\_\_\_ }

On \_\_\_\_\_ before me, \_\_\_\_\_ Notary Public,  
Date (here insert name and title of officer)

personally \_\_\_\_\_ appeared  
\_\_\_\_\_ who proved to me  
on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the  
within instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s),  
or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_ (Seal)

**Description of Attached Document**

Title or Type of Document: Water Service Agreement

Number of Pages: 8

Document Date: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**Civil Code §1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA }

COUNTY OF \_\_\_\_\_ }

On \_\_\_\_\_ before me, \_\_\_\_\_ Notary Public,  
Date (here insert name and title of officer)

personally \_\_\_\_\_ appeared  
\_\_\_\_\_ who proved to me  
on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the  
within instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s),  
or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_ (Seal)

**Description of Attached Document**

Title or Type of Document: Water Service Agreement

Number of Pages: 8

Document Date: \_\_\_\_\_