



## AGENDA

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

**Monday, July 22, 2024  
Closed Session at 11:30 am  
Open Session at 12:00 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  
Ed 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.

### **11:30 A.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. POTENTIAL LITIGATION

**CITY COUNCIL CONVENES TO OPEN SESSION**

## 12:00 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.

**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. Approval for 1<sup>st</sup> payment to ROVE Engineering Inc for Hernandez Park

MOTION:                      SECOND:                      ROLL CALL VOTE

**REGULAR BUSINESS:**

- 1) Adopt Resolution No. 24-33 Calling for a Municipal Election on November 5, 2024 for the submission of a Ballot Measure relating to the city clerk. **Council Member Luellen**

WHEREAS, California Government Code §36508 provides that the City Council may submit to the electors the question whether the elective position of City Clerk shall be appointed by the City Council; and

WHEREAS, the City Council desires to submit to the voters the question of whether the elective position of City Clerk shall be appointed by the City Council.

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

SECTION 1. Pursuant to the laws of the State of California, a General Municipal Election is hereby called and ordered to be held in the City of Calipatria on November 5, 2024.

SECTION 2. That the City Council to its right and authority, does order submitted to the voters at the General Municipal Election the following question and printed in substantially the following form: "Shall the Office of the City Clerk be appointed?" Yes- No

SECTION 3. That the proposed complete text of the measure submitted to the voters is attached as Exhibit A.

SECTION 4. That the vote requirement for the measure to pass is a simple majority of the votes cast.

SECTION 5. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 6. That the City Clerk is authorized, instructed and directed to coordinate with the County of Imperial Registrar of Voters to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 7. That the polls for the election shall open at seven o'clock in the morning of the day of the election and shall remain open continuously from that time until eight o'clock in the evening of the same day when the polls shall be closed pursuant to Election Code § 10242, except as provided in §14401 of the Elections Code of the State of California.

SECTION 8. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 9. That the City Clerk shall certify to the passage and adoption of this Resolution and properly record the results thereafter,

SECTION 10. The City Council authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

MOTION:

SECOND:

VOTE:

- 2) **First reading of Ordinance 24-001** establishing city clerk position from elected to appointed- **Councilmember Luellen**

AN INITIATIVE ORDINANCE OF THE CITY OF CALIPATRIA  
TRANSITIONING THE OFFICE OF CITY CLERK FROM ELECTED TO  
APPOINTED. THE PEOPLE OF THE CITY OF CALIPATRIA DO ORDAINS  
AS FOLLOWS:

SECTION 1. The Office of City Clerk shall be changed from elected to appointed pursuant to California Government Code §36508.

SECTION 2. This ordinance shall take effect as provided in Elections Code §9217 of the State of California.

SECTION 3. The City Clerk shall publish this ordinance in accordance with law.

MOTION:

SECOND:

VOTE:

- 3) **Adopt Resolution No. 24-34 Calling for a Municipal Election on November 5, 2024 for the submission of a Ballot Measure relating to the city treasurer. Council Member Luellen**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIPATRIA, CALIFORNIA, CALLING A MUNICIPAL ELECTION ON NOVEMBER 5, 2024 FOR THE SUBMISSION OF A BALLOT MEASURE RELATING TO THE CITY TREASURER.

WHEREAS, California Government Code §36508 provides that the City Council may submit to the electors the question whether the elective position of City Treasurer shall be appointed by the City Council; and

WHEREAS, the City Council desires to submit to the voters the question of whether the elective position of City Treasurer shall be appointed by the City Council.

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

SECTION 1. Pursuant to the laws of the State of California, a General Municipal Election is hereby called and ordered to be held in the City of Calipatria on November 5, 2024.

SECTION 2. That the City Council to its right and authority, does order submitted to the voters at the General Municipal Election the following question and printed in substantially the following form:

“Shall the Office of the City Treasurer be appointed?” Yes No

SECTION 3. That the proposed complete text of the measure submitted to the voters is attached as Exhibit A.

SECTION 4. That the vote requirement for the measure to pass is a simple majority of the votes cast.

SECTION 5. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 6. That the City Clerk is authorized, instructed and directed to coordinate with the County of Imperial Registrar of Voters to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 7. That the polls for the election shall open at seven o'clock in the morning of the day of the election and shall remain open continuously from that time until eight o'clock in the evening of the same day when the polls shall be closed pursuant to Election Code § 10242, except as provided in §14401 of the Elections Code of the State of California.

SECTION 8. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 9. That the City Clerk shall certify to the passage and adoption of this Resolution and properly record the results thereafter,

SECTION 10. The City Council authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

MOTION:                      SECOND:                      VOTE:

- 4) First reading of Ordinance 24-002 establishing city treasurer position from elected to appointed- **Councilmember Luellen**

AN INITIATIVE ORDINANCE OF THE CITY OF CALIPATRIA  
TRANSITIONING THE OFFICE OF CITY TREASURER FROM ELECTED TO  
APPOINTED. THE PEOPLE OF THE CITY OF CALIPATRIA DO ORDAINS AS  
FOLLOWS:

SECTION 1. The office of City Treasurer shall be changed from elected to appointed pursuant to California Government Code §36508.

SECTION 2. This ordinance shall take effect as provided in Elections Code §9217 of the State of California.

SECTION 3. The City Clerk shall publish this ordinance in accordance with law

MOTION:                      SECOND:                      VOTE:

#### DISCUSSION/DIRECTION

- 1) Purchase of budgeted excavator- Public Works Director Edgar Self
- 2) Approval of Lease Agreement for Tyson Medical Foundation- property address 101 N. Lake Ave.
- 3) Approval of lease agreement for Estrada Towing- 501 S. Sorenson Avenue

**STAFF and COUNCIL REPORTS:****ADJOURNMENT:**

The next regular scheduled meeting of the City of Calipatria City Council is Tuesday, August 13, 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 24 hours prior to the meeting per Government Code 54954-2.

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



## CALIPATRIA CITY COUNCIL AGENDA ITEM

**Date Submitted:** July 8, 2024

**Submitted By:** Michael J. Luellen II, Mayor Pro-Tem

**Council Meeting Date:** July 22, 2024

### **Action / Direction**

**Subject:** Approval of Resolution 24-~~33~~ Calling for a Municipal Election on November 5, 2024 for the Submission of a Ballot Measure Relating to the City Clerk.

### **Background:**

California Government Code §36508 provides for the process to change the positions of City Treasurer and City Clerk from elected positions to positions appointed by the City Council. The process for such a transition begins first with submitting the question of whether either or both of the positions of City Treasurer or the City Clerk shall be appointed by the City Council to the electors of the city on the ballot at any municipal election, or a special election held for that purpose.

The City Clerk, facilitating the conduct of the City Council while preserving the records of our municipality, similarly to the City Treasurer receives general administrative direction from the City Manager and City Council.

One consideration for the City Council is whether to place on the ballot for the citizens of Calipatria whether this position should become an appointed position. If the City Council were inclined to place this matter on the ballot, it could do so at a regularly scheduled municipal election or call for a special election. There is currently an election scheduled in Imperial County on November 5, 2024, with ballot measures required to be submitted to the Registrar of Voters on August 9, 2024.

Alternatively, the City could wait and call for a special election in the Spring of 2025 but would result in increased fiscal impact as there is no election scheduled for 2025.

**RESOLUTION NO. 24-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIPATRIA,  
CALIFORNIA, CALLING A MUNICIPAL ELECTION ON NOVEMBER 5, 2024 FOR THE  
SUBMISSION OF A BALLOT MEASURE RELATING TO THE CITY CLERK.**

**WHEREAS**, California Government Code §36508 provides that the City Council may submit to the electors the question whether the elective position of City Clerk shall be appointed by the City Council; and

**WHEREAS**, the City Council desires to submit to the voters the question of whether the elective position of City Clerk shall be appointed by the City Council.

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

**SECTION 1.** Pursuant to the laws of the State of California, a General Municipal Election is hereby called and ordered to be held in the City of Calipatria on November 5, 2024.

**SECTION 2.** That the City Council to its right and authority, does order submitted to the voters at the General Municipal Election the following question and printed in substantially the following form:

|  |     |  |
|--|-----|--|
| "Shall the Office of the City Clerk be appointed?" | Yes |  |
|  | No  |  |

**SECTION 3.** That the proposed complete text of the measure submitted to the voters is attached as Exhibit A.

**SECTION 4.** That the vote requirement for the measure to pass is a simple majority of the votes cast.

**SECTION 5.** That the ballots to be used at the election shall be in form and content as required by law.

**SECTION 6.** That the City Clerk is authorized, instructed and directed to coordinate with the County of Imperial Registrar of Voters to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.



**SECTION 7.** That the polls for the election shall open at seven o'clock in the morning of the day of the election and shall remain open continuously from that time until eight o'clock in the evening of the same day when the polls shall be closed pursuant to Election Code § 10242, except as provided in §14401 of the Elections Code of the State of California.

**SECTION 8.** That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

**SECTION 9.** That the City Clerk shall certify to the passage and adoption of this Resolution and properly record the results thereafter,

**SECTION 10.** The City Council authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

**APPROVED, PASSED AND ADOPTED** at the regular meeting of the City Council of the City of Calipatria held on the 23 day of July, 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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Sylvia Chavez, Mayor  
City of Calipatria

ATTEST:

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Catherine Hoff, City Clerk  
City of Calipatria

**Exhibit "A"**  
**ORDINANCE NO. 24-**  
**AN INITIATIVE ORDINANCE OF THE CITY OF CALIPATRIA TRANSITIONING THE**  
**OFFICE OF CITY CLERK FROM ELECTED TO APPOINTED.**

**THE PEOPLE OF THE CITY OF CALIPATRIA DO ORDAINS AS FOLLOWS:**

**SECTION 1.** The Office of City Clerk shall be changed from elected to appointed pursuant to California Government Code §36508.

**SECTION 2.** This ordinance shall take effect as provided in Elections Code §9217 of the State of California.

**SECTION 3.** The City Clerk shall publish this ordinance in accordance with law.

**APPROVED, PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
\_\_\_\_\_, Mayor  
City of Calipatria

**ATTEST:**

\_\_\_\_\_  
\_\_\_\_\_, City Clerk  
City of Calipatria

## **RESOLUTION NO. 24-**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIPATRIA, CALIFORNIA, ORDERING AN ELECTION, REQUESTING COUNTY REGISTRAR TO CONDUCT AND CONSOLIDATE THE ELECTION RELATING TO THE CITY CLERK.**

**WHEREAS**, pursuant to Elections Code Section §10002, the governing body of any city or district may request the Board of Supervisors of the county to permit the county elections official to render specified services to the city or district relating to the conduct of an election; and

**WHEREAS**, the resolution of the City Council of the City of Calipatria shall specify the services requested; and

**WHEREAS**, pursuant to Elections Code Section §10002, the city shall reimburse the county in full for the services performed upon presentation of a bill to the city; and

**WHEREAS**, pursuant to Elections Code §10400, whenever two or more elections, including bond elections, of any legislative or congressional district, public district, city, county, or other political subdivision are called to be held on the same day, in the same territory, or in territory that is in part the same, may be consolidated upon the order of the governing body/bodies or officer/officers calling the elections; and

**WHEREAS**, pursuant to Elections Code §10400, such election for cities and special districts may be either completely or partially consolidated; and

**WHEREAS**, pursuant to Elections Code section §10403, whenever an election is called by a district, city or other political subdivision for the submission of any question, proposition, or office to be filled is to be consolidated with a statewide election, and the question, proposition, or office to be filled is to appear upon the same ballot as that provided for that statewide election, the district, city or other political subdivision shall, at least 8 days prior to the date of the election, file with the Board of Supervisors, and a copy with the elections official, a resolution of its governing board requesting the consolidation, and setting forth the exact form of any question, proposition, or office to be voted upon at the election, as it is to appear on the ballot, acknowledging that the consolidation election will be held and conducted in the manner prescribed in Section §10418. Upon such request, the Board of Supervisors may order the consolidation; and

**WHEREAS**, pursuant to Elections Code Section §10418, if consolidated, the consolidated election shall be held and conducted, election boards appointed, voting precincts designated, candidates nominated, ballots printed, polls opened and closed, voter challenges determined, ballots counted and returned, returns canvassed, results declared, certificates of election issued, recounts conducted,

election contests presented, and all other proceedings incidental to and connected with the election shall be regulated and done in accordance with the provisions of law regulating the statewide or special election, or the election held pursuant to Section §1302 or §1303, as applicable.

**WHEREAS**, the resolution requesting the consolidation shall be adopted and filed at the same time as the adoption of the ordinance, resolution, or order calling the election; and

**WHEREAS**, various district, county, state and other political subdivision elections may be or have been called to be held on November 5, 2024.

**NOW THEREFORE BE IT RESOLVED AND ORDERED** that the governing body of the City of Calipatria hereby orders this election be called and consolidated with any and all elections also called and consolidated with any and all elections also called to be held on November 3, 2024 insofar as said elections are to be held in the same territory that is in part the same as the territory of the City of Calipatria requests the Board of Supervisors of the County of Imperial to order such consolidation under Elections Code Section §10401, §10403 and §10418.

**BE IT FURTHER RESOLVED AND ORDERED** that the City Council of the City hereby requests the Board of Supervisors to permit the Imperial County Elections Department to provide any and all services necessary for conducting the election and agrees to pay for said services, and

**BE IT FURTHER RESOLVED AND ORDERED** that the Imperial County Elections Department conducts the election bringing into question the transition from an elected City Clerk to appointed.

AYES:

NOES:

ABSTAIN:

ABSENT:

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Sylvia Chavez, Mayor  
City of Calipatria

ATTEST:

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Catherine Hoff, City Clerk  
City of Calipatria

**RESOLUTION NO. 24-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIPATRIA,  
CALIFORNIA, SETTING PRIORITIES FOR FILING A WRITTEN ARGUMENT(S)  
REGARDING A CITY MEASURE AND DIRECTING THE CITY ATTORNEY TO  
PREPARE AN IMPARTIAL ANALYSIS.**

**WHEREAS**, a Municipal Election is to be held in the City of Calipatria, California on November 5, 2024 at which there will be submitted to the voters the following measure:

|  |     |  |
|--|-----|--|
| "Shall the Office of the City Clerk be appointed?" | Yes |  |
|  | No  |  |

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

**SECTION 1.** that the City Council authorizes the following members of its body:

Member(s) Sylvia Chavez, Michael Luellen, Javier Amezcua, Fred Beltran, and Maria Nava-Froelich to file (a) written argument(s) not exceeding 300 words regarding the City measure as specified above, accompanied by the printed name(s) and signature(s) of the author(s) submitted it in accordance with Article 4, Chapter 3, Division 9 of the Elections Code of the State of California. The arguments may be changed or withdrawn until and including the date fixed by the City Clerk after which no arguments for or against the City measure may be submitted to the City Clerk. The arguments shall be filed with the City Clerk, signed, with the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers who is the author of the argument. The arguments shall be accompanied by the Form of Statement To Be Filed By Author(s) of Argument.

**SECTION 2.** that the City Council directs the City Clerk to transmit a copy of the measure to the City Attorney unless the organization or salaries of the office of the City Attorney are affected.

- a. The City Attorney shall prepare an impartial analysis of the measure not exceeding 500 words showing the effect of the measure on the existing law and the operation of the measure. If the measure affects the organization or salaries of the office of the City Attorney, the City Clerk shall prepare the impartial analysis.
- b. The analysis shall include a statement indicating whether the measure was placed on the ballot by a petition signed by the requisite number of voters or by the governing body of the city.

- c. In the event the entire text of the measure is not printed on the ballot, not in the voter information portion of the voter information guide, there shall be printed immediately below the impartial analysis, in no less than 10-point type, the following : “The above statement is an impartial analysis of the Ordinance of Measure. If you desire a copy of the ordinance or measure, please call the City Hall at (760) 348-4141 and a copy will be mailed or emailed at no cost to you.”
- d. The impartial analysis shall be filed by the date set by the City Clerk for the filing of primary arguments.

**SECTION 3.** that the City Clerk shall certify to the passage and adoption of this Resolution and properly record the results thereafter.

APPROVED, PASSED AND ADOPTED at a regular meeting of the City Council of the City of Calipatria held on the \_\_ day of \_\_\_\_\_, 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

Sylvia Chavez, Mayor  
City of Calipatria

ATTEST:

---

Catherine Hoff, City Clerk  
City of Calipatria



## CALIPATRIA CITY COUNCIL AGENDA ITEM

**Date Submitted:** July 8, 2024

**Submitted By:** Michael J. Luellen II, Mayor Pro-Tem

**Council Meeting Date:** July 22, 2024

### **Action / Direction**

**Subject:** Approval of Resolution 24-<sup>34</sup> Calling for a Municipal Election on November 5, 2024 for the Submission of a Ballot Measure Relating to the City Treasurer.

### **Background:**

California Government Code §36508 provides for the process to change the positions of City Treasurer and City Clerk from elected positions to positions appointed by the City Council. The process for such a transition begins first with submitting the question of whether either or both of the positions of City Treasurer or the City Clerk shall be appointed by the City Council to the electors of the city on the ballot at any municipal election, or a special election held for that purpose.

The City Treasurer, serving primarily in an advisory capacity to the City Council oversees the appropriate investment of city funds, receipt and depositing of revenues, and the management of the city's overall cash position, similarly to the City Clerk receives general administrative direction from the City Manager and City Council.

One consideration for the City Council is whether to place on the ballot for the citizens of Calipatria whether this position should become an appointed position. If the City Council were inclined to place this matter on the ballot, it could do so at a regularly scheduled municipal election or call for a special election. There is currently an election scheduled in Imperial County on November 5, 2024, with ballot measures required to be submitted to the Registrar of Voters on August 9, 2024.

Alternatively, the City could wait and call for a special election in the Spring of 2025 but would result in increased fiscal impact as there is no election scheduled for 2025.

**RESOLUTION NO. 24-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIPATRIA,  
CALIFORNIA, CALLING A MUNICIPAL ELECTION ON NOVEMBER 5, 2024 FOR THE  
SUBMISSION OF A BALLOT MEASURE RELATING TO THE CITY TREASURER.**

**WHEREAS**, California Government Code §36508 provides that the City Council may submit to the electors the question whether the elective position of City Treasurer shall be appointed by the City Council; and

**WHEREAS**, the City Council desires to submit to the voters the question of whether the elective position of City Treasurer shall be appointed by the City Council.

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

**SECTION 1.** Pursuant to the laws of the State of California, a General Municipal Election is hereby called and ordered to be held in the City of Calipatria on November 5, 2024.

**SECTION 2.** That the City Council to its right and authority, does order submitted to the voters at the General Municipal Election the following question and printed in substantially the following form:

|  |     |  |
|--|-----|--|
| "Shall the Office of the City Treasurer be appointed?" | Yes |  |
|  | No  |  |

**SECTION 3.** That the proposed complete text of the measure submitted to the voters is attached as Exhibit A.

**SECTION 4.** That the vote requirement for the measure to pass is a simple majority of the votes cast.

**SECTION 5.** That the ballots to be used at the election shall be in form and content as required by law.

**SECTION 6.** That the City Clerk is authorized, instructed and directed to coordinate with the County of Imperial Registrar of Voters to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.



**SECTION 7.** That the polls for the election shall open at seven o'clock in the morning of the day of the election and shall remain open continuously from that time until eight o'clock in the evening of the same day when the polls shall be closed pursuant to Election Code § 10242, except as provided in §14401 of the Elections Code of the State of California.

**SECTION 8.** That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

**SECTION 9.** That the City Clerk shall certify to the passage and adoption of this Resolution and properly record the results thereafter,

**SECTION 10.** The City Council authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

**APPROVED, PASSED AND ADOPTED** at the regular meeting of the City Council of the City of Calipatria held on the 23 day of July, 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

Sylvia Chavez, Mayor  
City of Calipatria

ATTEST:

---

Catherine Hoff, City Clerk  
City of Calipatria

**Exhibit "A"**  
**ORDINANCE NO. 24-**  
**AN INITIATIVE ORDINANCE OF THE CITY OF CALIPATRIA TRANSITIONING THE**  
**OFFICE OF CITY TREASURER FROM ELECTED TO APPOINTED.**

**THE PEOPLE OF THE CITY OF CALIPATRIA DO ORDAINS AS FOLLOWS:**

**SECTION 1.** The office of City Treasurer shall be changed from elected to appointed pursuant to California Government Code §36508.

**SECTION 2.** This ordinance shall take effect as provided in Elections Code §9217 of the State of California.

**SECTION 3.** The City Clerk shall publish this ordinance in accordance with law.

**APPROVED, PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
\_\_\_\_\_, Mayor  
City of Calipatria

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, City Clerk  
City of Calipatria

## **RESOLUTION NO. 24-**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIPATRIA, CALIFORNIA, ORDERING AN ELECTION, REQUESTING COUNTY REGISTRAR TO CONDUCT AND CONSOLIDATE THE ELECTION RELATING TO THE CITY TREASURER.**

**WHEREAS**, pursuant to Elections Code Section §10002, the governing body of any city or district may request the Board of Supervisors of the county to permit the county elections official to render specified services to the city or district relating to the conduct of an election; and

**WHEREAS**, the resolution of the City Council of the City of Calipatria shall specify the services requested; and

**WHEREAS**, pursuant to Elections Code Section §10002, the city shall reimburse the county in full for the services performed upon presentation of a bill to the city; and

**WHEREAS**, pursuant to Elections Code §10400, whenever two or more elections, including bond elections, of any legislative or congressional district, public district, city, county, or other political subdivision are called to be held on the same day, in the same territory, or in territory that is in part the same, may be consolidated upon the order of the governing body/bodies or officer/officers calling the elections; and

**WHEREAS**, pursuant to Elections Code §10400, such election for cities and special districts may be either completely or partially consolidated; and

**WHEREAS**, pursuant to Elections Code section §10403, whenever an election is called by a district, city or other political subdivision for the submission of any question, proposition, or office to be filled is to be consolidated with a statewide election, and the question, proposition, or office to be filled is to appear upon the same ballot as that provided for that statewide election, the district, city or other political subdivision shall, at least 8 days prior to the date of the election, file with the Board of Supervisors, and a copy with the elections official, a resolution of its governing board requesting the consolidation, and setting forth the exact form of any question, proposition, or office to be voted upon at the election, as it is to appear on the ballot, acknowledging that the consolidation election will be held and conducted in the manner prescribed in Section §10418. Upon such request, the Board of Supervisors may order the consolidation; and

**WHEREAS**, pursuant to Elections Code Section §10418, if consolidated, the consolidated election shall be held and conducted, election boards appointed, voting precincts designated, candidates nominated, ballots printed, polls opened and closed, voter challenges determined, ballots counted

and returned, returns canvassed, results declared, certificates of election issued, recounts conducted, election contests presented, and all other proceedings incidental to and connected with the election shall be regulated and done in accordance with the provisions of law regulating the statewide or special election, or the election held pursuant to Section §1302 or §1303, as applicable.

**WHEREAS**, the resolution requesting the consolidation shall be adopted and filed at the same time as the adoption of the ordinance, resolution, or order calling the election; and

**WHEREAS**, various district, county, state and other political subdivision elections may be or have been called to be held on November 5, 2024.

**NOW THEREFORE BE IT RESOLVED AND ORDERED** that the governing body of the City of Calipatria hereby orders this election be called and consolidated with any and all elections also called and consolidated with any and all elections also called to be held on November 3, 2024 insofar as said elections are to be held in the same territory that is in part the same as the territory of the City of Calipatria requests the Board of Supervisors of the County of Imperial to order such consolidation under Elections Code Section §10401, §10403 and §10418.

**BE IT FURTHER RESOLVED AND ORDERED** that the City Council of the City hereby requests the Board of Supervisors to permit the Imperial County Elections Department to provide any and all services necessary for conducting the election and agrees to pay for said services, and

**BE IT FURTHER RESOLVED AND ORDERED** that the Imperial County Elections Department conducts the election bringing into question the transition from an elected City Treasurer to appointed.

AYES:

NOES:

ABSTAIN:

ABSENT:

---

Sylvia Chavez, Mayor  
City of Calipatria

ATTEST:

---

Catherine Hoff, City Clerk  
City of Calipatria

**RESOLUTION NO. 24-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIPATRIA,  
CALIFORNIA, SETTING PRIORITIES FOR FILING A WRITTEN ARGUMENT(S)  
REGARDING A CITY MEASURE AND DIRECTING THE CITY ATTORNEY TO  
PREPARE AN IMPARTIAL ANALYSIS.**

**WHEREAS**, a Municipal Election is to be held in the City of Calipatria, California on November 5, 2024 at which there will be submitted to the voters the following measure:

|  |     |  |
|--|-----|--|
| "Shall the Office of the City Treasurer be appointed?" | Yes |  |
|  | No  |  |

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

**SECTION 1.** that the City Council authorizes the following members of its body:

Member(s) Sylvia Chavez, Michael Luellen, Javier Amezcua, Fred Beltran, and Maria Nava-Froelich to file (a) written argument(s) not exceeding 300 words regarding the City measure as specified above, accompanied by the printed name(s) and signature(s) of the author(s) submitted it in accordance with Article 4, Chapter 3, Division 9 of the Elections Code of the State of California. The arguments may be changed or withdrawn until and including the date fixed by the City Clerk after which no arguments for or against the City measure may be submitted to the City Clerk. The arguments shall be filed with the City Clerk, signed, with the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers who is the author of the argument. The arguments shall be accompanied by the Form of Statement To Be Filed By Author(s) of Argument.

**SECTION 2.** that the City Council directs the City Clerk to transmit a copy of the measure to the City Attorney unless the organization or salaries of the office of the City Attorney are affected.

- a. The City Attorney shall prepare an impartial analysis of the measure not exceeding 500 words showing the effect of the measure on the existing law and the operation of the measure. If the measure affects the organization or salaries of the office of the City Attorney, the City Clerk shall prepare the impartial analysis.
- b. The analysis shall include a statement indicating whether the measure was placed on the ballot by a petition signed by the requisite number of voters or by the governing body of the city.

- c. In the event the entire text of the measure is not printed on the ballot, not in the voter information portion of the voter information guide, there shall be printed immediately below the impartial analysis, in no less than 10-point type, the following : “The above statement is an impartial analysis of the Ordinance of Measure. If you desire a copy of the ordinance or measure, please call the City Hall at (760) 348-4141 and a copy will be mailed or emailed at no cost to you.”
- d. The impartial analysis shall be filed by the date set by the City Clerk for the filing of primary arguments.

**SECTION 3.** that the City Clerk shall certify to the passage and adoption of this Resolution and properly record the results thereafter.

APPROVED, PASSED AND ADOPTED at a regular meeting of the City Council of the City of Calipatria held on the \_\_ day of \_\_\_\_\_, 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

Sylvia Chavez, Mayor  
City of Calipatria

ATTEST:

---

Catherine Hoff, City Clerk  
City of Calipatria



## CALIPATRIA CITY COUNCIL AGENDA ITEM

**Date Submitted:** July 12, 2024

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

**Council Meeting Date:** July 22, 2024

### ***Discussion / Action***

**Subject:** purchase of the budgeted excavator

### **Background:**

The City's current excavation equipment is over 25 years and is currently not safe to operate. The front left arm is not repairable at this time, the front hub is coming off. The bolts holding the front tires on are no longer attached as designed and are attached by bolt and nut. The brakes work intermittently making it furthermore unsafe to operate. The purchase will help the department in maintaining/making repairs to streets, parks, and wastewater infrastructure.

### **Recommendation:**

Staff recommends the City Council approve the purchase of a budgeted excavator from Scotts Equipment.

Scotts Equipment: \$81,855.52

John Deere: \$94,820.00

Empire: \$95,629.01

### **Fiscal Impact:**

**\$81,855.52**

*Edgar Self ✓*



14635 VALLEY BLVD  
FONTANA, CA 92335  
43136 RANCHO WAY  
TEMECULA, CA 92590

11318 NORWALK BLVD  
SANTA FE SPRINGS, CA 90670

CUSTOMER: City of Calipatria  
ADDRESS 125 N Park Ave  
CITY, STATE, ZIP Calipatria, CA 92233  
CONTACT: Edgar Self  
EMAIL: e\_self@calipatria.com  
OFFICE: (760) 455-2222  
FAX:  
CELL:



**DEVELON**



## QUOTATION

DATE: 7/10/2024

SALESPERSON: Walt Valverde  
OFFICE: (909) 822-2200  
FAX: (909) 822-4850  
CELL: (951) 453-7077

SHIP VIA: F.O.B. FONTANA, CA

PRICES BELOW ARE GOOD FOR 10 DAYS

| QUANTITY | DESCRIPTION  |                            | UNIT PRICE   | AMOUNT       |
|----------|--|----------------------------|--------------|--------------|
| 1        | Stock #  | TBD Serial # TBD           |              |              |
|          | <b>New Holland E57C Mini Excavator Enclosed Cab</b>  |                            | \$ 75,968.00 | \$ 75,968.00 |
|          | Enclosed Cab, Rubber Tracks, Standard Dozer, Additional Counterweight, A/C and Heater, Long Arm, Pattern Changer, Radio and USB, Aux. Hyd. |                            |              |              |
|          | Attachments  |                            |              |              |
|          | Description  | Equip and/or Serial Number |              |              |
| 1        | Quick Coupler Included   | TBD                        |              |              |
| 1        | 12" Bucket Included  | TBD                        |              |              |
| 1        | 18" Bucket Included  | TBD                        |              |              |
| 1        | 24" Bucket Included  | TBD                        |              |              |
| 1        | Thumb Included   | TBD                        |              |              |
|          | <b>2 YEAR/2000 HOUR FULL MACHINE WARRANTY</b>  |                            |              |              |
|          | All Warranty is Performed at Scott Equipment Service Shop<br>Travel Time Is Not Covered By Warranty  |                            |              |              |

Purchase Order # \_\_\_\_\_ Company: \_\_\_\_\_

Date: \_\_\_\_\_ Signature/Title: \_\_\_\_\_



|               |                     |
|---------------|---------------------|
| SUBTOTAL      | \$ 75,968.00        |
| TAX           | \$ 5,887.52         |
| DMV           | \$ -                |
| TRADE IN      | \$ -                |
| DEP / DN PYMT | \$ -                |
| <b>TOTAL</b>  | <b>\$ 81,855.52</b> |





## Retail Purchase Order

RDO Equipment Co.  
3275 Hwy 86  
Imperial CA, 92251  
Phone: (760) 355-7829 - Fax: (760) 355-1821



Bill To:  
CITY OF CALIPATRIA  
DEPT OF PUBLIC WORK  
125 PARK ST  
CALIPATRIA, CA, 922339727  
IMPERIAL ( )  
(760) 348-4141

Purchase Order Date: 6/27/2024  
Purchase Order #: 1792352  
Purchaser Account #: 7770024

Customer Purchaser Type: Governmental - County  
Customer Market Use: Building - Non-Residential  
Location of First Working Use: CALIPATRIA, CA, 922339727  
Dealer Account Number: 177645  
CE Sales Professional: Robert Luera  
Phone: (760) 355-7800  
Fax:  
Email: rluera@rdoequipment.com

### Equipment Information

| Quantity | Serial Number<br>Stock Number | Hours<br>(approx.) | Status / Year / Make / Model<br>Additional Items | Cash Price  |
|----------|-------------------------------|--------------------|--|-------------|
| 1        | TBD<br>TBD                    | 0                  | New 2024 JOHN DEERE 50P                          | \$88,000.00 |

Other DEAL INCLUDES - 12"/18" & 24" HD DIGGING BUCKETS  
Customer Discount GOVERNMENT DISCOUNT  
Warranty -John Deere Comprehensive-60 Months, 4000  
Hours,Deductible: 200, Exp Date: 9/28/2029

Equipment Subtotal: **\$88,000.00**

### Purchase Order Totals

Balance: \$88,000.00  
CA STATE TAX: \$5,280.00  
CA COUNTY TAX: \$220.00  
CA SPECIAL TAX: \$1,320.00  
Sales Tax Total: \$6,820.00  
Sub Total: \$94,820.00  
Cash with Order: \$0.00  
Balance Due: **\$94,820.00**

### Legal Information

#### For the Construction Product(s)

**ACKNOWLEDGMENTS** - Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above Product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay the balance due shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Product(s), plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the Product(s) ordered. After delivery of the Product(s) to the Purchaser, title shall remain with the Seller until one of the foregoing is accomplished. Except as provided herein and as necessary to protect RDO Equipment from the claims of a bankruptcy trustee or a buyer in the ordinary course of business, the Purchaser and the Dealer agree that this Purchase Order is not a security agreement and that delivery of the Product(s) to the Purchaser pursuant to this Purchase Order will not constitute possession of the Product(s) by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this Purchase Order. Purchaser hereby grants a security interest to RDO Equipment in the Product.

**DISCLOSURE OF REGULATION APPLICABILITY** - When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. If this vehicle could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants, More information is available on the California Air Resources Board website at <http://www.arb.ca.gov/offroadregulations/usediesel.htm>.

**IMPORTANT WARRANTY NOTICE** - The Standard Warranty for new John Deere construction and forestry products is set forth in a separate document provided by the dealer. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE ORDER, WHERE PERMITTED BY LAW. NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IS MADE.

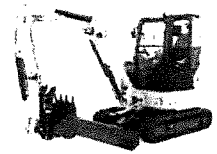
Telematics, Onboard, and/or other services include only the hardware. Where available, telematics software, including JDLink™ connectivity service, may be enabled from your local John Deere Operations Center or JDLink website. Please see your authorized John Deere dealer for assistance.

The undersigned hereby certifies that the Purchaser hereby orders the product (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery of the Product or delay in delivery is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer's right to change the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any now or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.

Upon signature of this Purchase Order, the Purchaser is accepting the equipment, including attachments, in "AS IS" condition, agreeing to notify RDO Equipment Co. within 24 hours of any damages or discrepancies found in the accepted equipment.

D1792352

Page 1 of 6



\*Not Actual Quoted Machine

- 12V Electrical System
- 85 Ampere Alternator
- 650 CCA Maintenance Free Battery
- Battery Disconnect
- Circuit Breaker
- Ignition Key Stop Switch
- Signaling/Warning Horn
- Work Lights - Courtesy Safety & Left Boom Lights

- Extended Life Coolant - 37°C
- Hydro Advanced Hydraulic Oil

- CAT Key with Passcode Option
- Locks on External Enclosure Doors
- Lockable Fuel Cap
- Beacon Socket
- Engine Oil Ecology Drain
- Side by Side Engine & Hydraulic Oil Cooler
- Stick Steer Mode
- Cruise Control Mode
- Power On Demand
- Rear Reflectors
- Roll Over Protective Structure (ROPS)
- Product Link PL243
- Auxiliary Hydraulic Lines
  - 1-Way & 2-Way (Combined Function)
  - Auxiliary Line Quick Disconnects
  - Adjustable Auxiliary Flow
  - Continuous Flow
  - Adjustable Auxiliary Relief
- Thumb Ready Stick

## EMPIRE CONFIGURATION (CAB-PG MAN COUPLER)

- ▶ Long Stick 1<sup>st</sup> Auxiliary Lines
- ▶ Boom & Stick Lines
- ▶ One-Piece Swing Boom (106.9")
- ▶ Long Stick (63") with Thumb Bracket
- ▶ Manual Dual Lock Pin Grabber Coupler
- ▶ Bucket Linkage with Lifting Eye
- ▶ 45mm Pins
- ▶ 12" 1.7 FT<sup>3</sup> Heavy Duty Bucket
- ▶ 18" 2.9 FT<sup>3</sup> Heavy Duty Bucket
- ▶ 24" 4.2 FT<sup>3</sup> Heavy Duty Bucket
- ▶ Product Link Cellular (PL243)
- ▶ Software
  - Coded Start
  - Proportional Control
  - 2-Way Control
  - Stick Steer Control
- ▶ Cab
  - Air Conditioner & Heater
  - Next Gen Monitor
  - Rearview Camera
  - Integrated Radio
  - 3" Retractable Seat Belt
  - CAT Key with Passcode Option
- ▶ LED Lights
- ▶ Right Cab Mirror
- ▶ Grease Gun Holder
- ▶ 120V Water Jacket Heater
- ▶ Travel Alarm
- ▶ 16" Rubber Belt Track
- ▶ Standard Blade (78"x15.4") with Bolt-On Cutting Edge
- ▶ Standard Counterweight

## PRICING SUMMARY

|                                     |                    |
|-------------------------------------|--------------------|
| List Price.....                     | \$113,066.00       |
| Less Sourcewell Discount (20%)..... | (\$22,613.20)      |
| Less Empire Discount (3%).....      | (\$3,391.98)       |
| Sub Total.....                      | \$87,060.82        |
| Delivery.....                       | \$500.00           |
| Ext. Warranty.....                  | \$1,190.00         |
| Sales Price.....                    | \$88,750.82        |
| Sales Tax.....                      | \$6,878.19         |
| <b>Total Sales Price.....</b>       | <b>\$95,629.01</b> |

**SOURCEWELL Contract# 236351**

We appreciate the opportunity to quote you this machine. Thank you for your consideration, and we look forward to your valued business.

**Brian Havens**  
**Account Manager**  
**Empire Machinery**  
**760-996-4881**  
**Brian.Havens@empire-cat.com**  
**7/3/2024**

This quote is good for 30 days on units in transit from the manufacturing (MFG) factory or in Empire stock only and prices are subject to change. Availability subject to prior sale. Price adjustments will be applied based on manufactures price or incentives increases/decreases that occur between this quote and the final price upon MFG confirmation of ship date. Tire brand cannot be guaranteed. Due to market issues outside of Empire's control, any tires listed on this quote may not be available at time of shipment. All tire makes, models and costs are subject to change. All finance options are subject to credit approval. By purchasing goods or services from Empire, you agree to Empire's Terms ([www.empire-cat.com/saleserviceterms](http://www.empire-cat.com/saleserviceterms)), which are incorporated into this quote.



## CALIPATRIA CITY COUNCIL AGENDA ITEM

**Date Submitted:** July 19, 2024

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

A handwritten signature in blue ink, appearing to be "LG", is written over the text "Submitted By: Laura Gutierrez, City Manager/ CFO".

**Council Meeting Date:** July 22, 2024

### ***Discussion / Action***

**Subject:** Approval of Lease Agreement for Tyson Medical Foundation ~  
Property Address 101 North Lake Avenue

### **Background:**

On August 22, 2023, the City Council approved first reading of Ordinance 23-003 approving the similar use determination for a medical clinic at 101 North Lake Avenue as the site is located within the Public Facilities (P-F) Zone and did not allow are medical clinics.

Staff has negotiated a lease agreement with Tyson Medical Foundation for the property located at 101 North Lake Avenue. The agreement is for a term of five (5) years with an option to renew two additional five (5) year terms.

The city currently does not have an existing medical facility. The Tyson Medical Foundation will provide a much-needed urgent care facility to the community.

On November 28, 2024, the City Council approved the attached lease agreement for the term of January 1, 2024 – December 31, 2029. The Tyson Medical Foundation has requested changing the terms starting September 1, 2024, to August 31, 2029.

### **Recommendation:**

Staff is recommending the City Council approve the changes and authorize the Mayor and City Manager to execute the agreement.

### **Fiscal Impact:**

No Fiscal Impact.

## LEASE AGREEMENT

In consideration of the terms and conditions contained herein, the City of Calipatria, Lessor, does hereby lease to Tyson Medical Foundation, Lessee, and Lessee does hereby lease from the Lessor, that certain premises located in the City of Calipatria, California, (hereinafter called "premises") commonly known as 101 North Lake Avenue, on the southwest corner of APN: 023-223-001 at the intersection of Lake Avenue and Main Street/State Route 115, Calipatria, California.

1. TERM: The term of this Lease shall be for five (5) years, commencing September 1, 2024, and terminating August 31, 2029.

2. OPTION TO RENEW: At the expiration of the term, provided that the Lessee is not in default, the Lessee shall have the option to extend this lease for two additional five (5) year terms provided Lessee notifies the Lessor of its intention to exercise the option to renew thirty (30) days prior to the expiration of the term.

3. RENTAL: Lessee shall pay to Lessor as rental for the premises the sum of Four Thousand Five Hundred Dollars (\$4,500.00) per month for the first year of this Lease. Monthly rent is due on the first day of the month and shall be late if not paid by the fifth day of the month. A late fee of six percent (6%) of the rent shall be assessed as additional rent if the rent is not paid by 5 p.m. on the fifth day of the month.

The monthly rent shall be subject to adjustment at the commencement of the second year of the term and every year thereafter by the greater of three percent (3%) or the annual Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average for All Items, published by the United States Department of Labor, Bureau of Labor Statics in the month of August immediately prior to commencement of the subsequent year of the term.

Notwithstanding the foregoing, in consideration of the Lessee's plan to convert the premises into a medical clinic, the Lessor has agreed to waive the requirement to pay rent for the first eight (8) months of the term following the opening of the medical clinic.

4. SECURITY DEPOSIT: Lessee shall provide the Lessor a security deposit in an amount equal to one month's rent. The security deposit shall be held by the City in its general fund, and Lessee shall not be entitled to any interest earned on said deposit during the term of this Lease.

5. UTILITIES: The Lessee shall be solely responsible for any and all utilities provided to the premises.

6. ACCEPTANCE OF PREMISES: Lessee has had an opportunity to inspect the premises and knows the condition of the same. Lessor makes no warranty or representation of any kind concerning the condition of the premises, or the fitness of the premises for the use intended by Lessee, and hereby disclaims any personal knowledge with respect thereto, it being expressly understood by the Parties that Lessee has personally inspected the premises, knows its condition, finds it fit for Lessee's intended use, accepts it as is, and has ascertained that it can be used exclusively for the Required Uses, and any Permitted Uses authorized by Lessor.

7. REMODEL OF PREMISES: Lessor acknowledges that Lessee intends to remodel the premises to convert the same from office space to a medical clinic. Lessee shall be responsible for obtaining all necessary permits and inspections required for the remodel. All work on the premises shall be conducted by licensed contractors.

8. FREE OF LIENS: Lessee shall keep the premises free from any liens arising out of any work performed, material furnished, or obligations incurred by Lessee. Ten

workdays prior to commencement of work on the premises, Lessee shall be responsible for notifying Lessor of its intention to commence work, so that Lessor may record a Notice of Non-Responsibility.

9. MAINTENANCE AND REPAIRS: Lessee shall, at its sole cost and expense, keep and maintain the premises in good and sanitary order, condition and repair.

10. WASTE: Lessee shall not commit or suffer to be committed any waste or forms of nuisance upon the premises.

11. SIGNAGE: Reasonable signage shall be permitted. However, inasmuch as the premises are owned by the City, signs or placards endorsing any candidate for political office or endorsing or opposing any ballot measure on any local, county, state or federal election shall not be permitted.

12. ASSIGNMENT AND SUBLETTING: Lessor may not assign this lease or enter into a sublease without the express written consent of Lessor. The decision to approve such an assignment or sublease shall be at the sole discretion of the Lessor.

13. INDEMNITY: Lessee agrees to indemnify and save harmless the Lessor from any and all liability, claim or causes for damages by reason of any injury to any person and persons, including the Lessee, or the property of any kind whatsoever and to whomsoever it belongs, including the Lessee, arising from any cause or causes occurring in or upon or in any way connected with the premises.

14. INSURANCE: Lessee shall, at its sole expense, cause to be maintained during the term of this Lease public liability and property damage insurance in the sum of \$2,000,000 issued by a reputable insurance company, naming Lessor as an additional insured therein. Lessee shall furnish Lessor a certificate of insurance evidencing issuance of said liability policy within ten days of the execution of this Lease.

15. TAXES: The Lessor is a government entity, as such the premises are currently exempt from property taxes. In the event that Lessee's occupancy of the premises subjects the premises to property taxes, Lessee shall be responsible for all property taxes levied upon the premises. Lessee shall be solely responsible for the payment of any and all personal property taxes levied on Lessee's equipment installed at the premises.

16. USE: The premises are to be used as a medical clinic. Lessee shall not use Property for any purpose not expressly permitted hereunder.

17. PERMITS: Lessee shall obtain and maintain permits and licenses at the local, state, and federal level required to operate Lessee's business at the premises.

18. COMPLIANCE WITH THE LAW: Lessee shall comply with all requirements and regulations of the federal, state and municipal authorities now or hereinafter in force and effect. If Lessor gives notice to Lessee of any conditions requiring correction and Lessee fails to correct the same within 30 days, Lessee shall be in default under the terms of this Lease.

19. DAMAGE OR DESTRUCTION OF PREMISES: Except as provided herein, no destruction or damage to the premises by fire, windstorm or other casualty, whether insured or uninsured, shall entitle Lessee to terminate this Lease. Lessor and Lessee waive the provisions of any statutes which relate to termination of a lease when leased property is destroyed and agree that such event shall be governed by the terms of this Lease. If, during the term, the premises are totally or partially destroyed, rendering the premises totally or partially inaccessible or unusable, Lessee shall restore the premises to substantially the same condition as it was in immediately before destruction ("Restoration"), whether or not the insurance proceeds are sufficient to cover the actual



cost of Restoration. Such destruction shall not terminate this Lease. If the laws existing at that time do not permit the Restoration, either party can terminate this Lease immediately by giving notice to the other Party.

20. EVENTS OF DEFAULT: The occurrence of any one or more of the following events shall constitute a material default, or breach of this Lease by Lessee ("Lessee Event of Default"):

20.1. Abandonment: Abandonment of the Property by Lessee as defined by California Civil Code section 1951.3;

20.2. Failure to Pay Rent or Other Payments: Failure by Lessee to make any payment of Rent or any other payment required to be made by Lessee hereunder, as provided in this Lease, where such failure continues for a period of three business days after Lessor provides Lessee with written notice thereof. In the event Lessor serves Lessee with a Notice to Pay Rent or Quit pursuant to applicable Unlawful Detainer statutes ("Notice to Pay Rent or Quit"), such Notice to Pay Rent or Quit shall also constitute the notice required by this subparagraph;

20.3. Assignment to Creditors; Debtor Status; Bankruptcy and Seizure:

20.3.1. Making, by Lessee, of any general arrangement or assignment for the benefit of creditors;

20.3.2. Becoming a "Debtor" as defined in 11 U.S.C. §101, as the same may be amended from time to time. The appointment of a bankruptcy trustee or receiver to take possession of all or substantially all of Lessee's assets located at or on the premises or of Lessee's interest in this Lease where possession is not restored to Lessee within thirty (30) days; or

20.3.3. The attachment, execution or other judicial seizure of all or

substantially all of Lessee's assets located at or on the Property or of Lessee's interest in this Lease, where such seizure is not discharged within thirty (30) days.

21. REMEDIES UPON DEFAULT: In the event of any breach or default of this Lease by Lessee, Lessor, besides and in addition to any other rights and remedies that Lessor may legally have, shall have the immediate right of reentry, option to declare the lease terminated, remove all persons or property from the premises, and, at the sole discretion of Lessor, lease and exercise control over the premises as agent for Lessee. No exercise of the right of reentry or taking possession of the premises by Lessor shall be construed as an election to terminate the lease, unless a written notice of such election be given to Lessee or unless the Lease is terminated by decree of a court of competent jurisdiction. Lessee waives all rights of redemption or relief from forfeiture under California Code of Civil Procedure sections 1174 and 1179, and any other present or future law, in the event Lessee is evicted or City otherwise lawfully takes possession of the Property by reason of any Event of Default or breach of this Lease by Lessee.

In the event that legal action is necessary to enforce any of the terms or conditions of this lease, the prevailing party shall be entitled to reasonable attorney's fees and costs from the other party.

22. NOTICES: All notices to the Parties shall, unless otherwise requested in writing, be sent as follows:

22.1. To Lessor:

Name: City of Calipatria

Attn: Laura Gutierrez, City Manager

Address: 125 North Park Avenue, Calipatria, CA 92233

Phone: (760) 348-4141

Email: l\_gutierrez@calipatria.com

22.2. To Lessee:

Name: Tyson Medical Foundation

Attn: Brian Tyson

Address: 420 Sunflower Ct., Brawley, CA 92227

Phone: (760) 592-4351

Email: btyson@aol.com

All notices may be served on one Party by the other in person, by first class mail, or by certified mail whether or not said mailing is accepted by the other Party.

23. HOLDING OVER: If Lessee remains in possession of the premises or any part thereof after the expiration of the Term, including any Extension Term (if any), such occupancy shall be a tenancy from month-to-month with all the obligations of this Lease applicable to Lessee and at a monthly rental obligation equal to the amount of rent payable at the expiration of the Term or the Extension Term Rent, in effect at the time of expiration. In the event of holdover, the Lessor shall be entitled to raise the rent at its election, pursuant to California law. Nothing contained in this Lease shall give Lessee the right to occupy the premises after the expiration of the term, or upon an earlier termination for breach.

24. LESSOR'S RIGHT OF ACCESS: Lessor shall have access to the premises at all reasonable times for the purpose of inspecting the same, or posting such notices as LESSOR may deem to be necessary for the protection of Lessor or the premises.

25. SURRENDER OF PREMISES: Upon the expiration of this Lease, or any

sooner termination thereof, Lessee agrees to peacefully and quietly surrender and deliver up possession of the premises to Lessor. At such time, Lessee shall be entitled to remove its personal property, equipment, and any fixtures that may be removed without damaging the premises. In the event there are fixtures that cannot be removed without damaging the premises, those fixtures shall become the property of the Lessor upon termination of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this lease on this \_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF CALIPATRIA:

Lessee:

\_\_\_\_\_  
By: Sylvia R. Chavez, Mayor

\_\_\_\_\_  
By: Brian Tyson

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

\_\_\_\_\_  
By: Fabiola Tyson

**ATTEST:**

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

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Gilbert G. Otero, City Attorney



## CALIPATRIA CITY COUNCIL AGENDA ITEM

**Date Submitted:** July 19, 2024

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

**Council Meeting Date:** July 22, 2024

### ***Discussion / Action***

**Subject:** Approval of Lease Agreement for Estrada Towing ~  
Property Address 501 South Sorenson Avenue

### **Background:**

On May 28, 2024, the City Council authorized staff to proceed with negotiations for a lease agreement for the Public Works Yard with Estrada Towing. The Public Works Department was approved by the City Council to begin transitioning their relocation to the Airport Hanger.

Staff has negotiated a lease agreement with Estrada Towing for the property located at 501 South Sorenson Avenue. The agreement is for a term of two (2) years with an option to renew two additional two (2) year terms.

### **Recommendation:**

Staff is recommending the City Council approve the lease agreement as presented and authorize the Mayor and City Manager to execute the agreement.

### **Fiscal Impact:**

No Fiscal Impact.

## LEASE AGREEMENT

In consideration of the terms and conditions contained herein, the City of Calipatria, Lessor, does hereby lease to Estrada Towing, Lessee, and Lessee does hereby lease from the Lessor, that certain premises located in the City of Calipatria, California, (hereinafter called "premises") commonly known as 501 South Sorenson Avenue, on the southeast corner of APN: 023-470-001 at the intersection of Date Street and Sorenson Avenue/State Route 111, Calipatria, California.

1. TERM: The term of this Lease shall be for two (2) years, commencing August 1, 2024, and terminating July 31, 2026.

2. OPTION TO RENEW: At the expiration of the term, provided that the Lessee is not in default, the Lessee shall have the option to extend this lease for an additional two (2) year terms provided Lessee notifies the Lessor of its intention to exercise the option to renew thirty (30) days prior to the expiration of the term.

3. RENTAL: Lessee shall pay to Lessor as rental for the premises the sum of Two Thousand Dollars (\$2,000.00) per month for the first year of this Lease. Monthly rent is due on the first day of the month and shall be late if not paid by the fifth day of the month. A late fee of six percent (6%) of the rent shall be assessed as additional rent if the rent is not paid by 5 p.m. on the fifth day of the month.

The monthly rent shall be subject to adjustment at the commencement of the second year of the term and every year thereafter by the greater of three percent (3%) or the annual Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average for All Items, published by the United States Department of Labor, Bureau of Labor Statics in the month of August immediately prior to commencement of the subsequent year of the term.

Notwithstanding the foregoing, in consideration of the Lessee's plan to clean-up the premises, the Lessor has agreed to waive the requirement to pay rent for the first two (2) months of the term.

4. SECURITY DEPOSIT: Lessee shall provide the Lessor a security deposit in an amount equal to one month's rent. The security deposit shall be held by the City in its general fund, and Lessee shall not be entitled to any interest earned on said deposit during the term of this Lease.

5. UTILITIES: The Lessee shall be solely responsible for any and all utilities provided to the premises.

6. ACCEPTANCE OF PREMISES: Lessee has had an opportunity to inspect the premises and knows the condition of the same. Lessor makes no warranty or representation of any kind concerning the condition of the premises, or the fitness of the premises for the use intended by Lessee, and hereby disclaims any personal knowledge with respect thereto, it being expressly understood by the Parties that Lessee has personally inspected the premises, knows its condition, finds it fit for Lessee's intended use, accepts it as is, and has ascertained that it can be used exclusively for the Required Uses, and any Permitted Uses authorized by Lessor.

7. CLEAN-UP OF PREMISES: Lessor acknowledges that Lessee intends to clean-up the premises to convert from Public Works Yard to a tow yard and mechanic shop. Lessee shall be responsible for obtaining all necessary permits and inspections required.

8. FREE OF LIENS: Lessee shall keep the premises free from any liens arising out of any work performed, material furnished, or obligations incurred by Lessee. Ten

workdays prior to commencement of work on the premises, Lessee shall be responsible for notifying Lessor of its intention to commence work, so that Lessor may record a Notice of Non-Responsibility.

9. MAINTENANCE AND REPAIRS: Lessee shall, at its sole cost and expense, keep and maintain the premises in good and sanitary order, condition and repair.

10. WASTE: Lessee shall not commit or suffer to be committed any waste or forms of nuisance upon the premises.

11. SIGNAGE: Reasonable signage shall be permitted. However, inasmuch as the premises are owned by the City, signs or placards endorsing any candidate for political office or endorsing or opposing any ballot measure on any local, county, state or federal election shall not be permitted.

12. ASSIGNMENT AND SUBLETTING: Lessor may not assign this lease or enter into a sublease without the express written consent of Lessor. The decision to approve such an assignment or sublease shall be at the sole discretion of the Lessor.

13. INDEMNITY: Lessee agrees to indemnify and save harmless the Lessor from any and all liability, claim or causes for damages by reason of any injury to any person and persons, including the Lessee, or the property of any kind whatsoever and to whomsoever it belongs, including the Lessee, arising from any cause or causes occurring in or upon or in any way connected with the premises.

14. INSURANCE: Lessee shall, at its sole expense, cause to be maintained during the term of this Lease public liability and property damage insurance in the sum of \$2,000,000 issued by a reputable insurance company, naming Lessor as an additional insured therein. Lessee shall furnish Lessor a certificate of insurance evidencing issuance of said liability policy within ten days of the execution of this Lease.



15. TAXES: The Lessor is a government entity, as such the premises are currently exempt from property taxes. In the event that Lessee's occupancy of the premises subjects the premises to property taxes, Lessee shall be responsible for all property taxes levied upon the premises. Lessee shall be solely responsible for the payment of any and all personal property taxes levied on Lessee's equipment installed at the premises.

16. USE: The premises are to be used as a medical clinic. Lessee shall not use Property for any purpose not expressly permitted hereunder.

17. PERMITS: Lessee shall obtain and maintain permits and licenses at the local, state, and federal level required to operate Lessee's business at the premises.

18. COMPLIANCE WITH THE LAW: Lessee shall comply with all requirements and regulations of the federal, state and municipal authorities now or hereinafter in force and effect. If Lessor gives notice to Lessee of any conditions requiring correction and Lessee fails to correct the same within 30 days, Lessee shall be in default under the terms of this Lease.

19. DAMAGE OR DESTRUCTION OF PREMISES: Except as provided herein, no destruction or damage to the premises by fire, windstorm or other casualty, whether insured or uninsured, shall entitle Lessee to terminate this Lease. Lessor and Lessee waive the provisions of any statutes which relate to termination of a lease when leased property is destroyed and agree that such event shall be governed by the terms of this Lease. If, during the term, the premises are totally or partially destroyed, rendering the premises totally or partially inaccessible or unusable, Lessee shall restore the premises to substantially the same condition as it was in immediately before destruction ("Restoration"), whether or not the insurance proceeds are sufficient to cover the actual

cost of Restoration. Such destruction shall not terminate this Lease. If the laws existing at that time do not permit the Restoration, either party can terminate this Lease immediately by giving notice to the other Party.

20. EVENTS OF DEFAULT: The occurrence of any one or more of the following events shall constitute a material default, or breach of this Lease by Lessee ("Lessee Event of Default"):

20.1. Abandonment: Abandonment of the Property by Lessee as defined by California Civil Code section 1951.3;

20.2. Failure to Pay Rent or Other Payments: Failure by Lessee to make any payment of Rent or any other payment required to be made by Lessee hereunder, as provided in this Lease, where such failure continues for a period of three business days after Lessor provides Lessee with written notice thereof. In the event Lessor serves Lessee with a Notice to Pay Rent or Quit pursuant to applicable Unlawful Detainer statutes ("Notice to Pay Rent or Quit"), such Notice to Pay Rent or Quit shall also constitute the notice required by this subparagraph;

20.3. Assignment to Creditors; Debtor Status; Bankruptcy and Seizure:

20.3.1. Making, by Lessee, of any general arrangement or assignment for the benefit of creditors;

20.3.2. Becoming a "Debtor" as defined in 11 U.S.C. §101, as the same may be amended from time to time. The appointment of a bankruptcy trustee or receiver to take possession of all or substantially all of Lessee's assets located at or on the premises or of Lessee's interest in this Lease where possession is not restored to Lessee within thirty (30) days; or

20.3.3. The attachment, execution or other judicial seizure of all or

substantially all of Lessee's assets located at or on the Property or of Lessee's interest in this Lease, where such seizure is not discharged within thirty (30) days.

21. REMEDIES UPON DEFAULT: In the event of any breach or default of this Lease by Lessee, Lessor, besides and in addition to any other rights and remedies that Lessor may legally have, shall have the immediate right of reentry, option to declare the lease terminated, remove all persons or property from the premises, and, at the sole discretion of Lessor, lease and exercise control over the premises as agent for Lessee. No exercise of the right of reentry or taking possession of the premises by Lessor shall be construed as an election to terminate the lease, unless a written notice of such election be given to Lessee or unless the Lease is terminated by decree of a court of competent jurisdiction. Lessee waives all rights of redemption or relief from forfeiture under California Code of Civil Procedure sections 1174 and 1179, and any other present or future law, in the event Lessee is evicted or City otherwise lawfully takes possession of the Property by reason of any Event of Default or breach of this Lease by Lessee.

In the event that legal action is necessary to enforce any of the terms or conditions of this lease, the prevailing party shall be entitled to reasonable attorney's fees and costs from the other party.

22. NOTICES: All notices to the Parties shall, unless otherwise requested in writing, be sent as follows:

22.1. To Lessor:

Name: City of Calipatria

Address: 125 North Park Avenue, Calipatria, CA 92233

Phone: (760) 348-4141

Email: l\_gutierrez@calipatria.com

22.2. To Lessee:

Name: Estrada Towing

Address: 404 South N Street, Imperial, CA 92251

Phone: (760) 545-1117

Email: estradatowing55@yahoo.in

All notices may be served on one Party by the other in person, by first class mail, or by certified mail whether or not said mailing is accepted by the other Party.

23. **HOLDING OVER:** If Lessee remains in possession of the premises or any part thereof after the expiration of the Term, including any Extension Term (if any), such occupancy shall be a tenancy from month-to-month with all the obligations of this Lease applicable to Lessee and at a monthly rental obligation equal to the amount of rent payable at the expiration of the Term or the Extension Term Rent, in effect at the time of expiration. In the event of holdover, the Lessor shall be entitled to raise the rent at its election, pursuant to California law. Nothing contained in this Lease shall give Lessee the right to occupy the premises after the expiration of the term, or upon an earlier termination for breach.

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25. **SURRENDER OF PREMISES:** Upon the expiration of this Lease, or any sooner termination thereof, Lessee agrees to peacefully and quietly surrender and deliver up possession of the premises to Lessor. At such time, Lessee shall be entitled

to remove its personal property, equipment, and any fixtures that may be removed without damaging the premises. In the event there are fixtures that cannot be removed without damaging the premises, those fixtures shall become the property of the Lessor upon termination of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this lease on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF CALIPATRIA:

ESTRADA TOWING (Lessee):

\_\_\_\_\_  
By: Sylvia R. Chavez, Mayor

\_\_\_\_\_  
By: Alex Estrada

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Gilbert G. Otero, City Attorney