



## AGENDA

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

**Tuesday, September 10, 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. POTENTIAL LITIGATION:  
2 CASES
2. PROPERTY NEGOTIATIONS  
3 CASES:

APN: 023-470-005  
 APN: 023-485-007  
 APN:023-333-004

## 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)
  - a)
  - b)
- 2)
  - a)
  - b)
  - c)

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.

### **PROCLAMATIONS:**

Domestic Abuse Awareness:

WHEREAS, the crime of family violence violates an individual's privacy and dignity, security and humanity, due to systematic use of physical, emotional, sexual,

psychological and economic control and/or abuse including abuse to children and the elderly; and

WHEREAS, the problems of family violence are not confined to any group or groups of people, but cut across all economic, racial and societal barriers, and are supported by societal indifferences; and

WHEREAS, the impact of family violence is wide ranging, directly affecting individuals and society as a whole, here in Imperial County, throughout the United States and the world.

NOW THEREFORE, in recognition of the important work done by family violence advocates and programs, we do hereby proclaim the month of October to be Domestic Violence Awareness Month in Imperial County and the City of Calipatria urge all citizens to actively participate in the scheduled activities and programs to work toward improving victim safety and holding perpetrators of family abuse accountable for their actions against individual victims and our valley community.

### **INFORMATION REPORT:**

Community Clean Up September 14th

**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. Warrants Aug 28<sup>th</sup> – Sept 9<sup>th</sup>

MOTION:

SECOND:

ROLL CALL VOTE

### **REGULAR BUSINESS:**

**Approve/disapprove** RESOLUTION 24-35 – L. Gutierrez – city manager

- 1) A RESOLUTION OF THE CITY OF CALIPATRIA APPROVING THE PROPOSED LIST OF STREETS LOCAL TRANSPORTATION AUTHORITY (LTA) FORTY YEAR STREET PROGRAM PROJECT; RENEWAL OF MEASURE D

WHEREAS, ICTC (Imperial County Transportation Commission) requires that the LTA forty (40) year program of Street Projects be approved yearly; and

WHEREAS, the city council has reviewed the existing forty year program of projects;

NOW THEREFORE BE IT RESOLVED, that the city council of the City of Calipatria does hereby adopt the forty year program of street projects:

STREET	FROM	TO	PROJECT
Alamo St.	Int'l Blvd	East Av	Maint/ReConstr
Alexandria St.	Int'l Blvd	Brown Av	Maint/ ReConstr
Barbara St.	Int'l Blvd	Commercial Av	Maint/Reconstr

Blair Road*	Sinclair Rd	Peterson Rd.	Maint/ Reconstr
Bonita Place	Brown Av	East Av	Maint/Reconstr
Bonita St.	Int'l Blvd	East Av	Maint/ Constr
Brown Av	Young Rd	Bowles Rd.	Maint/ Reconstr
California St.	Int'l Blvd	East Av	Maint/ Reconstr
Centro Av	Alexandria St.	Alamo St.	Maint/Reconstr
Church St.	Int'l Blvd	East Av	Maint/ Reconstr
Commercial Av	Freeman St	Church St.	Maint/ Reconstr
Date St	W. Terminus	Railroad Av.	Maint/ Reconstr
Delta St.	Int'l Blvd	Commercial Av	Maint/ Reconstr
Desert Lane	Date St.	Hacienda Ct.	Maint/Constr
Desert Springs Lane	Date St.	Terminus	Maint/ Reconstr
East Av	Young Rd	Bowles Rd	Maint/ Reconstr
E. Elder St	Industrial Av	Comm Av	Reconstr/Constr
Elder St	Int'l Blvd	SR111	Maint/Reconstr
Fan Palm Court	Ironwood St	Laurel Ln	Maint/ Reconstr
Fern St	Int'l Blvd	SR111	Maint/Reconstr
Freeman St.	Brown Av	East Av	Maint/Reconstr
Hacienda Ct.	Desert Lane	Arroyo Seco Ln	Maint/Constr
Imperial Av	Delta St	Date St	Maint/Reconstr
International Blvd	Delta St.	C. Lateral	Maint/ Reconstr
Industrial Av	Young Rd	Elder St	Maint/ Reconstr
Ironwood St	Date St	Mesa Verde Rd	Maint/Reconstr
Lake Av	Delta St	C. Lateral	Maint/Reconstr
Laurel Lane	Fan Palm	Mesa Verde Rd	Maint/ Reconstr
Lyerly Rd (e ½)**	Bowles Rd	Young Rd	Maint/reconstr
Main St	Lyerly Rd	SR111	Maint/Reconstr
Mesa Verde Rd	Ironwood St	Terminus	Maint/ Reconstr
Park Av	Delta St	Fern St	Maint/Reconstr
Railroad Av	Young Rd	Bowles Rd	Maint/ Reconstr
Sycamore Court	Date St		Maint/Reconstr
	Terminus		

\*portion of Blair Road within city limits

\*\*east half of road

MOTION:

SECOND:

ROLL CALL VOTE:

**DISCUSSION/DIRECTION:**

- 1) Technical Assistance Agreement between the city and NADBank for Climate Resilient District Funding- L. Gutierrez City Manager
- 2) Professional service agreement between the city and GAFCON for Scope of work- Climate Resilient District- (GAFCON) L. Gutierrez City Manager
- 3) Tree Grant Water Trailer Purchase- E. Self- Public Works Director

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

The next regular scheduled meeting of the City of Calipatria City Council is Tuesday, September 24, 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: *September 6, 2024*

## PUBLIC SERVICE ANNOUNCEMENT

THE FALL COMMUNITY CLEAN UP IS BEING HELD ON  
SATURDAY, SEPTEMBER 14<sup>TH</sup>, 8 AM TO NOON.

\*\*\*\*\*NOTICE\*\*\*\*\*

THE CLEAN UP HAS BEEN MOVED TO THE CLIFF  
HATFIELD AIRPORT 440 WEST MAIN STREET  
MUST SHOW PROPER ID AND A CURRENT UTILITY  
BILL

LINE UP ON WEST MAIN STREET (ACROSS FROM  
HIGH SCHOOL) GOING WEST-  
DIRECTION WILL BE GIVEN AT GATE BY CR & R FOR  
DROPPING OFF ITEMS.



## CONSENT AGENDA

#1

### CALIPATRIA CITY COUNCIL AGENDA ITEM

**Date Submitted:** September 6, 2024

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

**Council Meeting Date:** September 10, 2024

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

**Subject:** Delta Pump Station Emergency (*NO NEW UPDATE FROM PREVIOUS SUBMITTAL*)

*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.

The pump has been ordered from Barrett Engineering Pumps in the amount of \$70,046.12

#### **To date expenses are as follows:**

Pump \$70,046.12

Staircase Replacement: \$26,845.03

Electrical: \$83,146.81

Total expenses paid to date: **\$180,037.96 (Use of ARPA funding)**



**Warrants for Council Meeting  
Tuesday, September 10, 2024**

**Operating Accounts**

**Amounts**

**US Bank**

General Account# 5465 Check# 6505 - 6552

Special Revenue Account# 0516

RLF Housing Account# 0524

\$	254,447.04
\$	-
\$	-
<b>\$</b>	<b>254,447.04</b>

**Sun Community Federal Credit Union**

RLF Housing Account# 2340

\$	-
<b>\$</b>	<b>-</b>

**GRAND TOTAL:**

**\$ 254,447.04**

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

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**Michael Luellen, Mayor Pro-Tem**

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**Javier Amezcua, Councilmember**

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**Fred Beltran, Councilmember**

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**Maria Nava-Froelich, Councilmember**



## City of Calipatria

9/6/2024 1:18pm

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

For The Date Range From 8/28/2024 To 9/10/2024

For All Vendors And For Outstanding Checks - Computer Generated

Check # / eCheck ID	Type	Date	Vendor Name	Amount	Status
6505	C	8/30/2024	473 Eric Joseph Trevino	\$295.50	O
	Invoice Nbr - Description		GL Account	Amount	
	8.30.24 - Travel Expense Claim 9.2.2024-		01-25-7004	\$295.50	
6506	C	8/30/2024	1302 Fresno City College	\$232.00	O
	Invoice Nbr - Description		GL Account	Amount	
	Background Inv Course - Background Investigation Course 9.3.2024-9.6.2024		01-25-7004	\$232.00	
6507	C	9/6/2024	7 AFLAC	\$183.90	O
	Invoice Nbr - Description		GL Account	Amount	
	163012 - Employee PR deductions - August 2024		01-00-2004	\$183.90	
6508	C	9/6/2024	14 Calipatria Firefighters Assoc.	\$86.35	O
	Invoice Nbr - Description		GL Account	Amount	
	Payroll 8/19-9/1, 2024 - CFA Dues Run# 1602-2024		01-00-2605	\$86.35	
6509	C	9/6/2024	86 Principal Life Insurance Company	\$1,337.31	O
	Invoice Nbr - Description		GL Account	Amount	
	9/1/24-9/30/24 - Employee Insurance		01-90-6900	\$97.58	
	9/1/24-9/30/24 - Employee Insurance		06-06-6900	\$192.85	
	9/1/24-9/30/24 - Employee Insurance		01-40-6900	\$130.10	
	9/1/24-9/30/24 - Employee Insurance		01-26-6900	\$301.81	
	9/1/24-9/30/24 - Employee Insurance		01-25-6900	\$392.65	
	9/1/24-9/30/24 - Employee Insurance		01-16-6900	\$222.32	
6510	C	9/6/2024	96 Golden State Water Company	\$3,480.95	O
	Invoice Nbr - Description		GL Account	Amount	
	51045100008/8/21/2024 - Mikesell Park - 102 E Main St		01-90-7013	\$350.62	
	2207540006/8/21/2024 - N/W/C of Library		01-90-7013	\$1,056.54	
	81075400002/8/21/2024 - W Bonita Street & S Park Avenue		01-90-7013	\$105.94	
	72634100001/8/21/2024 - City Hall (50%) & Fire Dept. (50%) 125 Park		01-26-7013	\$62.54	
	72634100001/8/21/2024 - City Hall (50%) & Fire Dept. (50%) 125 Park		01-80-7013	\$62.55	
	52075400003/8/21/2024 - Community Center - 150 Park		01-90-7013	\$692.16	
	39834100008/8/21/2024 - S Sorenson & Alley Elder		01-90-7013	\$32.65	
	89834100003/8/21/2024 - Airport - 438 W Main		14-00-7013	\$165.05	
	98028300006/8/21/2024 - Police Department - 140 W Main St		01-25-7013	\$231.54	
	51934100002/8/21/2024 - 450 N Brown Ave (E California		01-90-7013	\$83.61	
	50634100007/8/21/2024 - City Yard - 525 S Sorenson		01-50-7013	\$106.46	
	25634100009/8/21/2024 - Lift Station - 424 International06067013		06-06-7013	\$40.84	
	10934100008/8/21/2024 - Flag Pole - 100 Park Irr		01-90-7013	\$57.49	
	00934100009/8/21/2024 - Wellbeing Center - 101 N Lake		01-80-7013	\$119.58	

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			90696400002/8/21/2024 - Fire Department - 125 Park	01-26-7013 \$313.38	
6511	C	9/6/2024	109 Underground Service Alert/SC	\$24.80	O
			Invoice Nbr - Description GL Account Amount		
			820240089 - August 2024 - Monthly Database Maintenance Fee 06-06-7013	\$24.80	
6512	C	9/6/2024	130 Reliastar Life Insurance Company of New York	\$48.36	O
			Invoice Nbr - Description GL Account Amount		
			12A6429332 - Employee Insurance 7/1-31, 2024 01-00-2004	\$16.12	
			12A6304223 - Employee Insurance 6/1-30, 2024 FY23-24 01-00-2004	\$16.12	
			12A6596356 - Employee Insurance 8/1-31, 2024 01-00-2004	\$16.12	
6513	C	9/6/2024	143 Zendejas Hardware	\$70.34	O
			Invoice Nbr - Description GL Account Amount		
			870873 - PW- Maintenance 01-80-7104	\$12.90	
			870172 - PW - streets/painting cross walks 01-40-7016	\$20.45	
			870598 - PW- Airport 14-00-7606	\$13.31	
			870609 - PW- Airport 14-00-7606	\$23.68	
6514	C	9/6/2024	193 Calipatria Police Employees Association	\$75.00	O
			Invoice Nbr - Description GL Account Amount		
			Payroll 8/19-9/1, 2024 - CPOA Dues Run# 1602-2024 01-00-2007	\$75.00	
6515	C	9/6/2024	195 City of Calipatria	\$116.80	O
			Invoice Nbr - Description GL Account Amount		
			Payroll 8/19 - 9/1, 2024 - City Employee Sewer (Hoff, Navarro, Quintana, Spence, Torres) 01-00-2011	\$58.40	
			Payroll 8/19 - 9/1, 2024 - City Employee Sewer (Hoff, Navarro, Quintana, Spence, Torres) 06-00-2011	\$58.40	
6516	C	9/6/2024	270 RDO Equipment Co.	\$86,200.02	O
			Invoice Nbr - Description GL Account Amount		
			1792352 - John Deere 50p 01-40-8018	\$28,733.34	
			1792352 - John Deere 50p 01-90-8018	\$28,733.34	
			1792352 - John Deere 50p 06-06-8018	\$28,733.34	
6517	C	9/6/2024	339 California Department of Child Support Services	\$223.84	O
			Invoice Nbr - Description GL Account Amount		
			-Payroll 8/19-9/1, 2024 - Child Support: Case# CSWS1702080 - Run#1602-2024 01-00-2010	\$223.84	
6518	C	9/6/2024	470 McNeece Bros. Oil Company, Inc.	\$4,640.35	O
			Invoice Nbr - Description GL Account Amount		
			911973 - PW- Fuel 01-90-7015	\$566.01	
			911973 - PW- Fuel 01-16-7015	\$276.33	
			911973 - PW- Fuel 01-40-7015	\$754.66	
			911974 - FD- Fuel Expense 01-26-7015	\$1,060.68	
			911975 - PD - Fuel 01-25-7015	\$1,416.66	
			911973 - PW- Fuel 06-06-7015	\$566.01	

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6519	C	9/6/2024	528 USA Blue Book	\$237.76	O
	Invoice Nbr - Description		GL Account	Amount	
	INV00463781 - Lab supplies		06-06-7017	\$237.76	
6520	C	9/6/2024	595 Imperial County Assessor	\$140.51	O
	Invoice Nbr - Description		GL Account	Amount	
	2491 - 2024-2025 Data Service Agreement to County		01-17-7002	\$140.51	
6521	C	9/6/2024	674 Nobel Systems	\$670.33	O
	Invoice Nbr - Description		GL Account	Amount	
	15934 - Annual Subscription		01-17-7002	\$670.33	
6522	C	9/6/2024	724 Brenntag Pacific, Inc	\$4,402.50	O
	Invoice Nbr - Description		GL Account	Amount	
	BPI456112 - WW Treatment Plant		06-06-7060	\$4,402.50	
6523	C	9/6/2024	768 CR & R Waste & Recycling Services	\$72,833.50	O
	Invoice Nbr - Description		GL Account	Amount	
	1/1-3/31, 2024 - CR&R trash services		09-00-7003	\$72,833.50	
6524	C	9/6/2024	840 Ace Uniforms	\$2,644.43	O
	Invoice Nbr - Description		GL Account	Amount	
	SD0180195 - FD- uniform allowance FY23-24 Rafael Sanchez		01-26-7929	\$618.58	
	SD0180766 - FD- uniform allowance FY23-24 Rafael Sanchez		01-26-7929	\$381.41	
	SD0181162 - FD- uniform allowance FY23-24 Nydia Navarro		01-26-7929	\$209.02	
	SD0181144 - FD- uniform allowance FY23-24 Christopher Hanks		01-26-7929	\$838.39	
	SD0180279 - FD-uniform allowance FY23-24 Nydia Navarro		01-26-7929	\$597.03	
6525	C	9/6/2024	906 Sparkletts	\$176.07	O
	Invoice Nbr - Description		GL Account	Amount	
	9442563081524 - Fire Dept - drinking water		01-26-7013	\$51.46	
	9575554080124 - PW drinking water		01-90-7013	\$73.15	
	9442717080124 - City Hall - drinking water		01-80-7013	\$51.46	
6526	C	9/6/2024	958 Southwest Equipment and Supply, Inc.	\$1,686.09	O
	Invoice Nbr - Description		GL Account	Amount	
	29027 - FD- Command truck had all tires replaced		01-26-7606	\$1,516.28	
	41014 - PW - Jetter		06-06-7606	\$169.81	
6527	C	9/6/2024	987 Imperial Valley Resource Management Agency	\$12,235.06	O
	Invoice Nbr - Description		GL Account	Amount	
	2425-0003 - Annual Dues		09-00-7002	\$12,235.06	
6528	C	9/6/2024	988 Grainger	\$1,600.02	O
	Invoice Nbr - Description		GL Account	Amount	
	9237938932 - Hernandez Park Project - Grant		32-00-7104	\$800.01	
	9237938932 - Hernandez Park Project - Grant		33-00-7104	\$800.01	

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6529	C	9/6/2024	1038 Special District Risk Management Authority	\$14,097.61	O
	Invoice Nbr - Description		GL Account	Amount	
	H46322 - SDRMA Premium		01-16-6900	\$2,298.55	
	H46322 - SDRMA Premium		01-25-6900	\$3,766.71	
	H46322 - SDRMA Premium		01-26-6900	\$3,766.71	
	H46322 - SDRMA Premium		01-40-6900	\$1,312.22	
	H46322 - SDRMA Premium		01-90-6900	\$984.17	
	H46322 - SDRMA Premium		06-06-6900	\$1,969.25	
6530	C	9/6/2024	1058 Agricultural Pump Supply	\$119.60	O
	Invoice Nbr - Description		GL Account	Amount	
	11100 - Jetter supplies		06-06-7606	\$7.19	
	11093 - Jetter supplies		06-06-7606	\$112.41	
6531	C	9/6/2024	1118 Clearinghouse	\$279.80	O
	Invoice Nbr - Description		GL Account	Amount	
	Payroll 8/19 -9/1, 2024 - Child Support: Case# 001452488001 Run#1602-2024		01-00-2010	\$279.80	
6532	C	9/6/2024	1120 Penguin Management, Inc	\$792.00	O
	Invoice Nbr - Description		GL Account	Amount	
	79949 - FD- Annual edispatch service		01-26-7002	\$792.00	
6533	C	9/6/2024	1130 Babcock Laboratories, Inc.	\$1,975.94	O
	Invoice Nbr - Description		GL Account	Amount	
	CH41151-9802 - Lab Testing		06-06-7107	\$730.81	
	CI40208-9802 - Regulatory samples		06-06-7107	\$157.31	
	SINV112045 - Regulatory samples		06-06-7107	\$16.38	
	CE40210-9802 - Regulatory samples		06-06-7107	\$183.32	
	CF41103-9802 - Regulatory samples		06-06-7107	\$730.81	
	CF40659-9802 - Regulatory samples		06-06-7107	\$157.31	
6534	C	9/6/2024	1140 Raul Bernal	\$30.15	O
	Invoice Nbr - Description		GL Account	Amount	
	August 2024 - Mileage - August 2024		06-06-6015	\$30.15	
6535	C	9/6/2024	1145 Rosa Ramirez	\$2,874.04	O
	Invoice Nbr - Description		GL Account	Amount	
	1002 - FY23-24 Consultant Services		01-17-7003	\$2,874.04	
6536	C	9/6/2024	1155 VESTIS	\$120.94	O
	Invoice Nbr - Description		GL Account	Amount	
	5220404267 - PW uniforms		01-40-7929	\$11.04	
	5220404267 - PW uniforms		01-90-7929	\$21.68	
	5220404267 - PW uniforms		06-06-7929	\$8.28	
	5220404267 - PW uniforms		01-80-7106	\$16.12	
	5220407586 - PW- Uniforms		01-80-7929	\$3.35	
	5220407586 - PW- Uniforms		06-06-7929	\$8.28	
	5220407586 - PW- Uniforms		01-90-7929	\$21.68	

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Check # / eCheck ID	Type	Date	Vendor Name	Amount	Status
			5220407586 - PW- Uniforms	01-40-7929 \$11.04	
			5220404267 - PW uniforms	01-80-7929 \$3.35	
			5220407586 - PW- Uniforms	01-80-7106 \$16.12	
6537	C	9/6/2024	1184 Capital One Trade Credit		\$115.39 O
			Invoice Nbr - Description	GL Account	Amount
			J51077 - Brawley Ace Hardware - WW Supplies	06-06-7106	\$115.39
6538	C	9/6/2024	1193 Bestway Laundry Solutions		\$524.00 O
			Invoice Nbr - Description	GL Account	Amount
			I315225 - FD- service for Fire Dept. extractor	01-26-7003	\$524.00
6539	C	9/6/2024	1220 Roberto Orozco		\$68.34 O
			Invoice Nbr - Description	GL Account	Amount
			August 2024 - Mileage - August 2024	06-06-6015	\$68.34
6540	C	9/6/2024	1225 Thales Consulting		\$1,200.00 O
			Invoice Nbr - Description	GL Account	Amount
			3201 - Annual Cities Financial Transaction Report FY22	01-17-7003	\$1,200.00
6541	C	9/6/2024	1236 Jacob's Air Conditioning		\$9,800.00 O
			Invoice Nbr - Description	GL Account	Amount
			9104 - A/C for Hangar office - PW	14-00-8012	\$9,800.00
6542	C	9/6/2024	1258 AA Electric		\$5,434.94 O
			Invoice Nbr - Description	GL Account	Amount
			2196 - Airport- Install subpanel inside hangar	14-00-7104	\$5,434.94
6543	C	9/6/2024	1266 Gilbert G. Otero		\$5,630.00 O
			Invoice Nbr - Description	GL Account	Amount
			2024-07 - July 2024 Services	01-03-7003	\$5,630.00
6544	C	9/6/2024	1268 All Valley Urgent Care		\$350.00 O
			Invoice Nbr - Description	GL Account	Amount
			8/27/2024 - Police Department -Physicals	01-17-7003	\$350.00
6545	C	9/6/2024	1273 US Bank		\$789.44 O
			Invoice Nbr - Description	GL Account	Amount
			6431750 - Meeting at NAF (Chavez, Gutierrez)	01-01-7004	\$14.00
			114-9262085-4246666 - window envelopes	01-17-7001	\$116.32
			112-3011463-6862621 - Office Supplies	01-25-7001	\$27.24
			114-0377780-3851429 - Money Bags for end of day check-out	01-17-7001	\$32.30
			114-2376848-1692264 - hanging file folders	01-17-7001	\$45.57
			6431750 - Meeting at NAF (Chavez, Gutierrez)	01-17-7001	\$14.00
			423500007070 - Copy paper and supplies	01-17-7001	\$147.71
			112-8492438-2693013 - Office Supplies	01-17-7001	\$115.97
			112-8492438-2693013 - Office Supplies	01-25-7001	\$178.34
			420219 - Pool - End of season	01-90-4022	\$60.00
			112-8492438-2693013 - Office Supplies	01-26-7001	\$37.99

## City of Calipatria

9/6/2024 1:18pm

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

For The Date Range From 8/28/2024 To 9/10/2024

For All Vendors And For Outstanding Checks - Computer Generated

Check # / eCheck ID	Type	Date	Vendor Name	Amount	Status
6546	C	9/6/2024	1276 Moss, Levy & Hartzheim LLP	\$4,950.00	O
	Invoice Nbr - Description		GL Account	Amount	
		15803 - State Controller's Report	01-17-7003	\$4,950.00	
6547	C	9/6/2024	1280 Bound Tree Medical, LLC	\$1,143.76	O
	Invoice Nbr - Description		GL Account	Amount	
		85460563 - Narcan Nasal Spray OTC	01-26-8017	\$144.79	
		85457039 - Medical supplies	01-26-8017	\$998.97	
6548	C	9/6/2024	1293 California Consulting, Inc	\$5,850.00	O
	Invoice Nbr - Description		GL Account	Amount	
		7147 - PD- Grant Writing Service (Body Worn Camera Grant)	01-25-7003	\$5,850.00	
6549	C	9/6/2024	1294 San Diego Police Equipment Co., Inc.	\$2,551.40	O
	Invoice Nbr - Description		GL Account	Amount	
		662423 - PD- 223 62GR FMJ BT	01-25-7016	\$2,551.40	
6550	C	9/6/2024	1301 Alejandro Estrada	\$720.00	O
	Invoice Nbr - Description		GL Account	Amount	
		1489 - Sept 2024 Services	01-17-7003	\$720.00	
6551	C	9/6/2024	1303 Imperial County Gang Intelligence Coalition	\$100.00	O
	Invoice Nbr - Description		GL Account	Amount	
		8/30/2024 - PD- Registration Fee ICGIC, Training (Cesena)	01-25-7004	\$100.00	
6552	C	9/6/2024	1304 Centurion Coin & Emblem	\$1,287.90	O
	Invoice Nbr - Description		GL Account	Amount	
		24-08-006 - PD- Uniform Class A & B Patches - Class C Patches	01-25-7017	\$1,287.90	
			Cleared	\$0.00	
			Outstanding	\$254,447.04	



#1  
DISCUSSION / DIRECTION

## CALIPATRIA CITY COUNCIL AGENDA ITEM

**Date Submitted:** September 6, 2024

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

**Council Meeting Date:** September 10, 2024

### *Discussion / Direction*

**Subject:** Approval of Technical Assistance Agreement between the City of Calipatria and the North American Development Bank ("NADB") funding for the formation of the Climate Resilience District

### **Background:**

On December 30, 2023, the City submitted a Request for Technical Assistant Grant application to assist with the formation of a Climate Resilience District for the City. On May 3, 2024, the City was awarded \$150,000 in funding from NADB. So, the City can access these funds, NADB requires the Agreement.

### **Recommendation:**

Staff recommends the City Council approve the attached Technical Assistance Agreement as presented and authorize the City Manager to execute the agreement.

### **Fiscal Impact:**

No Fiscal Impact.

## TECHNICAL ASSISTANCE AGREEMENT

This Technical Assistance Agreement ("Agreement") is made and entered into by and between the North American Development Bank (the "NADB"), and the City of Calipatria (the "Sponsor"),

### RECITALS

NADB is an international organization created pursuant to the Agreement between the Government of the United States of America and the Government of the United Mexican States concerning the Establishment of a North American Development Bank.

One of the purposes of NADB is to help preserve, protect, and enhance the environment of the border region in order to advance the well-being of the people of the United States and Mexico. In carrying out such purpose, NADB is authorized to provide assistance for the development of environmental infrastructure projects in the border region.

NADB has approved technical assistance funding to be granted to the Sponsor to conduct a Climate Resilience District (CRD) feasibility study [Draft Note: Please include Brief Description of the Assignment] (the "Work"), subject to the terms and conditions of this Agreement.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual promises, conditions, terms, and agreements contained in this Agreement, the sufficiency of which is hereby acknowledged, NADB and the Sponsor do mutually agree to the following:

### ARTICLE 1

### FINANCIAL ASSISTANCE

NADB will provide for the benefit of the Sponsor technical assistance funding in an amount not to exceed U.S. \$150,000 (the "NADB Funds"), subject to the Sponsor contributing the remaining amount to cover the full cost of the Work (the "Sponsor Funds"). NADB Funds shall be available to the Sponsor exclusively to cover the cost of the Work. The Sponsor Funds shall be at least 10% of the cost of the Work. The Sponsor Funds together with any other funds made available to the Sponsor from other sources, shall be fully applied to payment of the cost of the Work prior to use of any amount of NADB Funds. The Sponsor shall be responsible for ensuring full and satisfactory completion of the Work and for paying any additional costs that are required in excess of the NADB Funds to cover such completion of the Work.



**ARTICLE 2**

**SCOPE OF WORK**

A. The Sponsor agrees to expeditiously initiate and timely complete, in all respects, the Work as outlined in the Request for Proposals prepared by the Sponsor and contained in Exhibit A (the "Scope of Work"), attached hereto.

B. The Sponsor agrees to make no change in the Scope of Work without first submitting a written request to NADB and obtaining NADB's written approval of the required change and, if necessary, an amendment to this Agreement. Authorization from NADB must be in accordance with the authorized representatives noted in the Execution of this Agreement or as authorized by NADB's Managing Director in writing. The Sponsor may not deviate from the approved Scope of Work and budget without written approval from NADB.

C. The Sponsor will provide a specified budget and performance period in which to complete the Work. The Sponsor, jointly with NADB, will develop a performance schedule and a payment schedule. The performance schedule will ensure that all required tasks are incorporated into the milestone reviews. The payment schedule will complement the required activities to be accomplished. Depending on the complexity of the disbursement of the NADB Funds because of the use of any other source of funds, a performance and payment schedule will be developed that assures effective controls and accountability for disbursed NADB Funds. For projects where the NADB Funds are combined with other funds, the schedule will need to adequately identify the sources of funding for specific tasks in order to ensure that the NADB Funds are used solely for authorized purposes.

**ARTICLE 3**

**PROCUREMENT OF SERVICES**

A. The Sponsor shall procure the professional or non-professional services required for the full and timely completion of the Work. Procurement of any professional or non-professional services will be in accordance with NADB's procurement policies and procedures, which allow the Sponsor, as grant recipient, to use applicable public procurement arrangements, subject to NADB's concurrence throughout the various stages of the process. The Sponsor must consult with NADB regarding the adequacy of any procurement related to the Work, which shall promote economy, efficiency, fairness, transparency, and open competition.

B. In procuring services and managing any contract for performance of the Work, the Sponsor shall maintain the highest standard of conduct, avoiding any situation that may be perceived as a potential conflict of interest.

**ARTICLE 4**

**SPONSOR OBLIGATIONS**

A. Upon execution of this Agreement, the Sponsor agrees as follows:

- i. Sponsor agrees to carry out the procurement of the professional or non-professional services necessary for execution of the Work, in accordance with the procurement plan developed in consultation with NADB, and subject to NADB's no objection.
- ii. Sponsor agrees to contract a consultant to develop the Work (the "Consultant") by entering into a consulting agreement (the "Consulting Agreement"), which shall be subject to the no objection from NADB.
- iii. Sponsor agrees to provide NADB, for its no objection, with a copy of the Consulting Agreement including any attachments and/or task orders with the Consultant. NADB will not provide any payment of invoices to Sponsor or Consultant without receiving the original Consulting Agreement and any amendments thereto.
- iv. Sponsor agrees to disburse, prior to the request for disbursement of NADB Funds, the Sponsor Funds and funds from any other sources obtained for the Work, pursuant to the terms of Article 1 of this Agreement.
- v. Sponsor shall pay any costs associated with the Work which exceed the amounts defined in Article 1 of this Agreement and are necessary to ensure full completion of the Work.
- vi. Sponsor shall obtain NADB's written no objection prior to making any modifications or amendments to the Consulting Agreement, and to provide NADB a copy of any such amendments once executed.
- vii. Sponsor shall designate a project manager (the "Project Manager") who will ensure completion of the Work by the Consultant and will coordinate with NADB as needed.
- viii. Sponsor shall verify that the Work is on schedule and that the Consultant is in compliance with the approved schedule. Sponsor will provide NADB a copy of the Consultant's most updated schedule of performance (with Gantt Chart if available) within ten (10) working days after receiving the executed original copy of the Agreement. The schedule may be updated only with written concurrence by NADB, and a copy of a revised schedule will be provided to NADB immediately thereafter.
- ix. Sponsor shall provide all necessary information regarding the Work to NADB, including information necessary for compliance with NADB requirements related to public notice and access to information.

- x. Sponsor must comply with all federal and state regulations, policies, guidelines, and requirements with respect to the acceptance and use of the NADB Funds and performance of the Work.
- xi. Sponsor shall verify that the Consultant is not barred from receiving federal or state funds.

## **ARTICLE 5**

## **PAYMENT OF FUNDS**

- A. NADB shall pay for costs incurred in the development of the Work, up to the limit set forth in Article 1 herein.
- B. NADB shall make payments requested by Sponsor when NADB determines, at its sole discretion, that expenditures have been properly documented and justified.
- C. Funds will be disbursed periodically by NADB to Sponsor, or through payments made directly to the Consultant hired by the Sponsor, and only upon receipt of invoices, receipts or other form of payment request in compliance with the Consulting Agreement and the requirements of NADB.
- D. All requests for payment shall be submitted on the appropriate form as required by NADB. Disbursement requests must specify the Bank account to which funds will be transferred and must describe the Work concepts covered by such payment, attaching copies of contracts, invoices and other supporting documentation, which must be certified by the Sponsor and Consultant. If payments will be made to Sponsor, Bank account information shall be included in Exhibit "B" to this Agreement. For payments made to Consultant, Sponsor shall submit a disbursement request in accordance with the requirements of NADB.
- E. If the Work is not carried out in compliance with the approved performance schedule, Sponsor shall provide an explanation for delays in performance.
- F. Sponsor shall only request payment of NADB Funds consistent with the deliverables and payment provisions provided in the Consulting Agreement.
- G. Sponsor shall invoice monthly for work completed by the Consultant. At no time will Sponsor exceed three (3) months without invoicing for tasks completed or without providing an explanation as to the reason for delays in performance of the Work and/or invoicing.
- H. Invoices are due and payable within 30 days of receipt of a properly submitted invoice, provided all applicable requirements of NADB are met.

I. Final payment will be made by NADB upon submittal of a final invoice by Sponsor. Sponsor must submit the final invoice in a period not to exceed 30 days from the date on which Sponsor receives formal notification by NADB that the Work has been fully completed to the satisfaction of NADB. Unless otherwise authorized by NADB, submittal of invoices beyond the 30-day period may result in penalties applied to final payment in order to cover NADB administrative costs.

**ARTICLE 6**                      **ALLOWABLE AND UNALLOWABLE COSTS**

A. Eligible, allowable costs shall be limited to those costs that are necessary, reasonable, and directly related to the efficient achievement of the objectives of this Agreement and the Work.

B. Allowable costs are those expenses that are incurred within the approved Scope of Work and funded in the budget for the Work.

C. Sponsor is restricted from using the Funds for advocacy purposes. Sponsor may not use the NADB Funds for: (1) lobbying or influencing legislation before Congress; (2) partisan or political advocacy purposes; or 3) an activity with an objective that could affect or influence the outcome of a regulatory or adjudicatory proceeding.

**ARTICLE 7**                      **INTELLECTUAL PROPERTY**

Sponsor may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under a grant award by NADB. NADB reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for NADB functions and purposes, and to authorize others to do so at their discretion. Sponsor is subject to applicable regulations in the United States governing patents and inventions. NADB has the right to: (i) obtain, reproduce, publish, or otherwise use the data first produced under an award; and (ii) authorize others to receive, reproduce, publish, or otherwise use such data for environmental or public health reasons as determined by NADB.

**ARTICLE 8**                      **AUTHORITY**

NADB and Sponsor each represent and warrant that they possess full legal authority to enter into and fulfill all the terms of this Agreement.

**ARTICLE 9**                      **TERM OF AGREEMENT**

A. This Agreement shall commence on the latest date of execution by either of the parties hereto as authorized by the signatures in the Execution of Agreement Section below, and shall continue, unless earlier terminated pursuant to Article 11 of this Agreement, until Sponsor has completed the Work.

B. The Agreement and the obligations of the parties pursuant to the Agreement shall automatically terminate **six (6)** months following the date of its execution unless specifically addressed by an amendment signed by the parties after proper justification by Sponsor for extension of the Agreement.

## **ARTICLE 10**

### **RECORDS**

A. **Records Maintenance:** Sponsor shall maintain and retain any books, records, documents, and other evidence in its possession sufficient to reflect all project costs incurred in the performance of the Work under this Agreement in accordance with generally accepted accounting principles and practices in the country of origin. Sponsor shall ensure that any consultant(s) retained in connection with the Work shall maintain books, records, documents, and other evidence pertinent to the project or performance of Work under this Agreement or the Consulting Agreement, in accordance with generally accepted accounting principles and practices in the country of origin.

B. **Access:** NADB, or its representatives or agents acting at the direction of NADB, shall have access to such books, records, documents, and other evidence specified in Article 10(A) above for inspection, audit, and copying during normal business hours. Sponsor will make available such information and provide proper facilities for such access and inspection.

C. **Duration:** Books, records, documents, and other evidence maintained under Article 10(A) above shall be retained and made available for the duration of this Agreement and for three (3) years thereafter in accordance with accounting principles and practices. In addition, any records which relate to any controversy arising under this Agreement or relating to the Work, or to litigation or the settlement of claims arising under this Agreement or relating to the Work, shall be maintained, and made available until three (3) years after the date of resolution of such matter.

## **ARTICLE 11**

### **TERMINATION**

A. A Party may terminate this Agreement by 30-day advance written notice (certified mail, return receipt requested or private delivery service with confirmation of receipt) to the other Party. Upon termination by NADB, Sponsor shall immediately inform the Consultant(s) of the termination.

B. If Sponsor breaches the Agreement, NADB may suspend or cancel further disbursements of the Funds until such time as the breach is remedied to the satisfaction of NADB, may terminate the Agreement, and may take any other remedial action available to it at law or equity. A breach of this Agreement resulting in termination shall occur in the event:

- i. Sponsor defaults in the due observance or performance of any of their obligations under this Agreement, which failure remains unremedied for a period of thirty (30) days from the date Sponsor receives notice of such failure; or
- ii. Sponsor ceases to pursue certification and financing of its project diligently, expeditiously and in good faith, if such certification and financing have been requested; or
- iii. The validity of this Agreement, or any material provision of this Agreement, is contested by the Sponsor or any governmental authority, or any section of this Agreement shall for any reason be invalid, ineffective, or unenforceable.

C. In terminating this Agreement because of a breach by Sponsor, NADB may take any of the following immediate actions:

- i. temporarily withhold payments pending correction of the deficiency by Sponsor;
- ii. disallow (that is, deny both use of the Funds and any applicable matching credit) for all or part of the cost of the activity not in compliance;
- iii. wholly or partly suspend or terminate the award;
- iv. withhold further awards.

**D. UPON TERMINATION OF THIS AGREEMENT BECAUSE OF BREACH BY SPONSOR, SPONSOR WILL REIMBURSE TO NADB, WITHIN A REASONABLE PERIOD ESTABLISHED BY NADB, ALL NADB FUNDS THAT HAVE ALREADY BEEN CONTRIBUTED FOR PERFORMANCE OF THE WORK.**

## **ARTICLE 12**

## **NADB IMMUNITY**

NADB shall have no liability (in tort, contract, or otherwise) to Sponsor, or any of its officers, employees, agents, or representatives for any claims, liabilities, losses, damages, or expenses arising out of any act or omission of NADB pursuant to this Agreement.

## **ARTICLE 13**

## **INDEMNIFICATION AND RELEASE OF RESPONSIBILITY**

Sponsor indemnifies and holds harmless NADB and each of its directors, employees, agents and representatives (collectively, "NADB's Associated Persons") against any claims for death, personal injury, damages or other relief against NADB or NADB's Associated Persons, including costs, expenses and attorney's fees, resulting from negligent or willful acts or failure to act by Sponsor.

## **ARTICLE 14**

## **DISPUTES**

If any dispute arises under this Agreement, the parties hereto shall consult with each other to reach resolution through consensus. In the event resolution by consensus cannot be achieved, the parties

will submit to binding arbitration pursuant to a process to be determined by NADB at its sole discretion, waiving all rights to resolution of the dispute by a court of law or other judicial proceeding.

**ARTICLE 15**

**ASSIGNMENT**

This Agreement may not be assigned to any person or entity by either party hereto without the written consent of the other party.

**ARTICLE 16**

**BINDING**

This Agreement shall bind the successors, assigns and legal representatives of the parties hereto subject to the requirements of Article 15.

**ARTICLE 17**

**AMENDMENTS**

This Agreement may only be amended in writing by mutual consent of the parties hereto.

**ARTICLE 18**

**ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties. Any oral representation or modification concerning this Agreement, including amendments, shall be of no force.

**ARTICLE 19**

**REPRESENTATION**

For the purposes of this Agreement, the representative and address for NADB is Salvador Lopez, 203 S. St. Mary's St., Suite 300, San Antonio, TX 78205, Ph: (210) 231-8000, [slopez@nadb.org](mailto:slopez@nadb.org). The representative for project management purposes for NADB is Jesse Hereford, Head of Strategic Partnerships & Stakeholder Engagement, Ph: (210) 231-8000, [jhereford@nadb.org](mailto:jhereford@nadb.org).

The Sponsor's representative and address for notice purposes is [Name of Contact, Title], [Address, Phone and Email of Authorized Signatory]. The project manager for the Project shall be [Name, Title, Address, Phone and Email of main point of contact].

**ARTICLE 20**

**NOTICES AND COMMUNICATIONS**

Notices and communications between the Parties shall be mailed (certified mail or private delivery, return receipt requested), delivered by hand to the addresses specified in Article 19 above, or delivered by electronic mail, unless otherwise stipulated in this Agreement or agreed to in writing by the parties hereto. Notices and communications shall be deemed given on the date the notice or communication is postmarked or, if delivered by hand, received at the place of business of the other or, if delivered by E-mail, on the date sent.

**EXECUTION OF THIS AGREEMENT:**

A. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

B. The signers assume and understand all terms and conditions of this Agreement, and further certify that they have received signed copies of this Agreement on the date below.

**IN WITNESS WHEREOF**, the duly authorized representatives of the Parties have executed this Agreement, in duplicate originals in English, on the date set forth below.

NORTH AMERICAN DEVELOPMENT BANK

CITY OF CALIPATRIA

By: \_\_\_\_\_  
Name: Salvador Lopez  
Title: Chief Environmental Officer

By: \_\_\_\_\_  
Name: Laura Gutierrez  
Title: City Manager

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



**Exhibit "A"**

**Scope of Work**

**(Please refer to electronic file)**

**Exhibit "B"**  
**Bank Information**

## Steps to Forming a Climate Resiliency District

1. Form Team
  - Legal Counsel
  - Municipality or qualifying entity
  - Economic Advisor
2. Evaluate CRD Feasibility
  - Define Boundaries
  - Estimate Future Assessed Property Values
  - Identify Public Facilities and Programs
  - Identify Funding Sources
3. Conduct Outreach
  - Elected Officials
  - Other Taxing entities
  - Affected residents and property owners
4. Initiate Formal Process
  - Select Members of the Public Financing Authority
  - Establish PFA and adopt Resolution of Intention to establish proposed CRD
  - Mail resolution of intention (or alternate one paper notice) to PFA, each affected taxing agency, and property owners.

--You Now Have Formed PFA--

5. Prepare Climate Resiliency Infrastructure Financing plan
  - Map and Legal description
  - Lists of
  - Facilities and Programs
  - Tax Increment Projections
  - Financing Plan
  - Fiscal Impacts on affected taxing entities.
  - Date District will cease
  - District Goals
  - Tax Increment Limits
6. Pre-Adoption
  - Send CRFP to all affected taxing entities and property owners
  - Notice initial PFA information meeting (10 days prior to meeting)
  - Present Draft CRFP
  - Consider Comments
7. Public Hearings and Protest Proceedings
  - Notice 1<sup>st</sup> Public Hearing (No sooner than 30 days after initial PFA Meeting)
  - Hold 1<sup>st</sup> Public Hearing (after 4 weeks of noticing)- No action

- Notice and hold 2<sup>nd</sup> Public Hearing (at least 30 days after 1<sup>st</sup> hearing) Consider comments, action to modify or reject IFP
- If IFP not rejected hold 3<sup>rd</sup> Public Hearing and provide copy of IFP
- Hold 3<sup>rd</sup> Public Hearing (at least 30 days after 2<sup>nd</sup> hearing) Consider all protests and proceed as follows:
  - If majority protests, terminate EIFD proceedings
  - If between 25-50% protests, then notice and hold protest election
  - If less than 25% protest, the PFA may adopt the IFP at the close of the hearing
  - If protest election is held and majority votes against formation, then proceedings terminate.
  - If majority does not vote against formation, the PFA may adopt the IFP.

#### 8. Approvals and Formation

- All Participating Taxing Entities must approve the IFP prior to the PFA forming the EIFD (Can be done before 3<sup>rd</sup> PFA Public Hearing).
- PFA enacts resolution forming the EIFD at close of 3<sup>rd</sup> Public Hearing (If less than 25% protest) or at close of the protest election (If less than majority votes against formation).

#### Notes:

Overall process takes between 12-18 months on average.



DISCUSSION / DIRECTION

#2

## CALIPATRIA CITY COUNCIL AGENDA ITEM

**Date Submitted:** September 6, 2024

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

**Council Meeting Date:** September 10, 2024

### *Discussion / Direction*

**Subject:** Approval of Professional Services Agreement for Scope of Work for the formation of a Climate Resilience District between the City of Calipatria and GAFCON PM-CM, LLC

### **Background:**

The City aims to adopt greenhouse gas reduction targets and climate action plans to align with statewide goals on gas emissions. Climate action plans are created locally and involve assessing greenhouse gas emissions generated within our jurisdiction. The plan will aim to strategize ways to reduce greenhouse gas emissions over time. Developing a climate action plan involving five key steps, starting with completing a baseline greenhouse inventory. This inventory will showcase the greenhouse gas emissions generated by activities within the city in one year, including those from energy use, transportation, waste generation, water, and agriculture activities. After that, the City will develop a greenhouse gas emissions forecast estimating how emissions will change over time due to population and job growth, as well as state and federal policies and legislation. The next step will establish local greenhouse gas emission reduction targets that typically align with county goals and state legislation. Finally, greenhouse gas reduction strategies and measures will be developed to aid in reaching the established targets.

Capitalizing on all available recourses is imperative to advance local climate resilience and social equity priorities. This requires a proactive approach that involves creating data-driven community needs assessment and developing action plans that deliver results. Additionally, forming and sustaining cross-sector partnership is vital to enhancing collective impact strategies. To ensure success, navigating state funding programs, policies, resources, and decision-making processes with confidence and expertise is essential.

The City has been awarded \$150,000 from the North American Development Bank (NADB) and \$50,000 from So Cal Gas for the formation of a Climate Resilience District.

### **Recommendation:**

Staff recommends the City Council approve the attached Professional Services Agreement as presented and authorize the City Manager to execute the agreement.

### **Fiscal Impact:**



## CALIPATRIA CITY COUNCIL AGENDA ITEM

**Date Submitted:** September 4, 2024

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

**Council Meeting Date:** September 10, 2024

***Discussion / Action***

**Subject:** Tree Grant Water Trailer Purchase

**Background:**

The City was awarded a Grant from the IID, "Tree For All" a public green space grant in the amount of \$35,000.

Grant includes:

100, 15 gallon or larger trees

Water Trailer

Installation cost

We Have received 17,500 to start the project and will be reimbursed the remaining amount upon completion.

**Recommendation:**

Staff recommends the City Council approve the purchase of a budgeted Water Trailer from Big W Sales.

Big W Sales: \$13,171.74

Diamond Tool Stores: \$16,256.65

ABI: \$19,250.02

**Fiscal Impact:**

**\$0 Grant Funded**

\*#1

# Big W Sales

Quote:

Date:

Contact Name

Phone:

Email:

Bill To:

CITY OF CALIPATRIA

Address:

City:

State:

Zip:

Ship To:

CITY OF CALIPATRIA

Address:

City:

State:

Zip:

Sales Rep:

RAUL VASQUEZ-rvasquez@bigwsales.com

P.O.

## Big W 1025 Gallon Tank Trailer

Expiration Date	Ship VIA	F.O.B.	Terms
	RAUL	YUMA	DUE UPON RECEIPT
Description	Qty	Unit Price	Amount
Specifications: Extra heavy duty 2" x 8" structured steel frame, 14,000 lbs. GVW, 7000 lb. Dexter EZ Lube axles springs, ST235/80R-16 / 16 X 6 hwy wheel, 5,000 lb jack, adjustable height clevis, overall length-231", (2) bolted to tongue weld mount safety chains, pump bracket-rear of trailer, NATM certified trailer manufacturer	1	\$6,200.00	\$ 6,200.00
Options: 4 wheel hydraulic surge brakes	1	\$1,600.00	\$ 1,600.00
8K axles w/12.00 x 16.5 tires - 4,045 each		\$3,400.00	\$ 0.00
Fenders	1	\$225.00	\$ 225.00
Lights	1	\$175.00	\$ 175.00
1025 gallon linear leg tank/ bands/ j-bolts	1	\$1,600.00	\$ 1,600.00
2" 316 stainless steel 4-bolt bottom fitting	1	\$90.00	\$ 90.00
3-way plumbing kit (installed less pump)	1	\$900.00	\$ 900.00
Additional 3-way valve/plumbing - water run		\$275.00	\$ 0.00
Water run plumbing - complete (stand alone)		\$450.00	\$ 0.00
Mix plumbing: 65 gallon cone tank / 3-way plumbing package, Manifold plumbing with 5-way valves, Frame extensions, (Less pump / motor)		\$2,650.00	\$ 0.00
205PH-5 2" POLY PUMP W/5.5 HONDA, 5 VANE	1	\$ 646.00	\$ 646.00
BAS EPLATE 11	1	\$ 35.00	\$ 35.00
PARTS FOR WATERING THE ROADS ON QUOTE # 1764638	1	\$ 963.74	\$ 963.74
*****PLUS APPLICABLE TAXES*****			\$ 0.00
			\$ 0.00
Incoming Freight	1	\$ 600.00	\$ 600.00
CA tire recycling fee (non-taxable)	4	\$1.75	\$ 7.00
EFF (electronic filing fee)	1	\$33.00	\$ 33.00
Trailer license fee (non-taxable)	1	\$47.00	\$ 47.00
Service fee - document prep fee (non-taxable)	1	\$50.00	\$ 50.00
Sub Total			\$ 13,034.74
Sales Tax (if applicable)			\$ 0.00
Total Non-Taxable Fees			\$ 137.00
Shipping			
Total			\$ 13,171.74

Customer Signature:

Tax Rate:

Big W Sales  
P.O. Box 6889  
Stockton, CA 95206  
www.bigwsales.com

Stockton: 800-922-7253  
Fresno: 800-532-0253  
Salinas: 844-755-2410  
Yuma: 800-752-2636

209-464-9493  
559-486-4744  
831-585-1414  
928-317-2670

Fax: 209-464-7386  
Fax: 559-486-3965  
Fax: 831-585-1410  
Fax: 928-317-2671



Big W Sales is a  
NATM Certified  
Trailer  
Manufacturer





## Fwd: Wylie Express Wagon 1025

Ayo Stephenson <ayo@diamondtoolstore.com>

Thu 8/15/2024 10:17 AM

To: Monica Zendejas <m\_zendejas@calipatria.com>

**CAUTION:** This email originated from outside of the organization. Please take care when clicking links or opening attachments.



**Ayo Stephenson**

Sales Manager at Diamond Tool Store

**A** 1335 Old Okeechobee Rd., Unit 100, West Palm Beach, FL 33401

**P** +1 (800) 342-3876 **M** +1 (570) 817-2300

**E** ayo@diamondtoolstore.com

**W** <https://www.diamondtoolstore.com>

**F** +1 (561) 833-9092

Risk Free - **Commercial Financing!**

Under \$20,000?

Over \$20,000?

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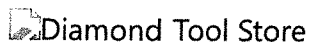
----- Forwarded message -----

From: **Ayo Stephenson** <ayo@diamondtoolstore.com>

Date: Thu, Aug 15, 2024 at 12:51 PM

Subject: Wylie Express Wagon 1025

To: <m\_zendajas@calipatria.com>



INVOICE #D14041

## Complete your purchase

Hello Monica,

Here's the quote on the Wylie Express Wagon 1025 gallons. These are normally shipping about 3-4 weeks, But the last two have shipped within 2 weeks of ordering. So I don't think it will take that long to get to you with the current



production runs.

Let me know if you have any questions I can answer for you.

Thanks,

Ayo Stephenson  
Diamond Tool Store  
(561) 833-8992 ext.103

[Complete your purchase](#) or [Visit our store](#)

## Order summary

### Wylie Express Water Wagon - 1,025 Gallon × 1

Electric Brakes

~~\$14,285.71~~

SKU: EXP-1025-E

**\$13,985.72**

☐ CUSTOM DISCOUNT (-\$299.99)

Subtotal **\$13,985.72**

Shipping **\$2,270.93**

Estimated taxes **\$0.00**

Total **\$16,256.65 USD**

You saved \$299.99

## Customer information

**Shipping address**

Monica Zendejas  
City of Calipatria  
125 North Park  
Calipatria CA 92233  
United States

**Billing address**

Monica Zendejas  
City of Calipatria  
125 North Park  
Calipatria CA 92233  
United States

**Shipping method**

LTL Flatbed Delivery  
\$2,270.93

If you have any questions, reply to this email or contact us at  
[euroasia@diamondtoolstore.com](mailto:euroasia@diamondtoolstore.com)



ABI Attachments, Inc.  
520 S Byrkit St.  
Mishawaka IN 46544  
United States  
877-788-7253  
www.abiattachments.com

Quote #QO439518

ID #: 497571 City of Calipatria  
Quote Date: 8/15/2024

**Bill To**

City of Calipatria  
Monica Zendejas  
760-348-4141  
125 N Park Ave  
Calipatria CA 92233  
United States

**Ship To**

City of Calipatria  
Monica Zendejas  
760-348-4141  
125 N Park Ave  
Calipatria CA 92233  
United States

**Quote Details**

Expires - End Of Month Quoted  
Terms -  
Quoted By - Ryan Dunn

**Notes:**

Quantity	Items	Weight	Price	Amount
1	<b>WW1000DOT 1000 Gal (DOT) - ABI Water Trailer (White Tank)</b> ABI's 1000 Gallon (DOT) Water Trailer features a purpose-built commercial-quality 6" channel iron frame, tandem 5,200 lb axles, leaf spring suspension, 6-lug axle, electric brakes, brake/tail lights, fenders, and a fully draining elliptical white poly tank. Trailer GVWR: 10,400 lbs., Unit Weight (Dry): 1,900 lbs., Unit Weight Loaded: 10,150 lbs.   36-Month Limited Commercial Warranty (12 Month Rental)   Min. Vehicle Req: 3/4-Ton truck with at least a 10,200 lb. tow rating   (Engine, pump, and plumbing sold separately)	1,830	\$9,954.00	\$9,954.00
1	<b>WW1000HMPP GX160 Honda Motor (4.8 hp / 163cc) w/Poly Pump &amp; Plumbing for 1000 Gal Trailer</b> GX160 Honda Motor (4.8 hp / 163cc) w/Poly Pump & Plumbing for 1000 Gal Trailer	120	\$2,999.00	\$2,999.00
1	<b>WWHA Pond Fill, Spray Hose, &amp; Hose Rack 500/1000/1600 Trailers</b> Water Trailer Pond Fill / Spray Hose / Hose Rack	0	\$899.00	\$899.00
1	<b>WW1000SPRAY Rear Spray Plumbing w/3 Nozzles 500 &amp; 1,000 Gal Trailers</b> Water Trailer 500/1000 Gallon Spray Bar	50	\$999.00	\$999.00
1	<b>WW500/1000DRT4 (4) Radial Tires For 500/1000 Gal Water Trailers</b> (4) Radial Tires For 500/1000 Gal Water Trailers	0	\$999.00	\$999.00
1	<b>WWHB Hitch - Ball Coupler (2 5/16") for 500 &amp; 1000 Water Trailer</b> Hitch Ball 2 5/16" Coupler for 500 & 1000 Water Trailer	15	\$149.00	\$149.00
1	<b>DOT-TEMP-TAG 30 Day Temporary Tag for DOT Water Trailers</b> 30 Day Temporary Tag for DOT Water Trailers		\$29.75	\$29.75
1	<b>AMG30 AttachMatch™ Guarantee Certified Order (30 Days)</b> This order qualifies for the ABI Attachments AttachMatch™ Guarantee! This guarantee provides the purchaser with 30-days from the date of delivery to ensure the attachments on this order match the purchaser's current and disclosed usage application, work requirements, and vehicle capabilities. If it does not match, ABI Attachments will return the products on this order and issue a full refund of the purchase price and refund any freight costs charged. The purchaser is responsible for the cost of return freight charges. The purchaser is responsible to fully disclose their current usage application(s), work requirements, and the vehicle model(s) that will be used with the attachment(s) on a particular order, at the time of ordering. ABI Attachments does not guarantee any change in usage application, work requirements, or vehicle specifications after the order has been shipped. Some limitations apply, see the documentation for details here: <a href="https://www.abiattachments.com/attachmatch-guarantee/">https://www.abiattachments.com/attachmatch-guarantee/</a>		\$0.00	\$0.00

**Subtotal** **\$16,028.75**

Shipping Cost \$2,379.00  
Shipping Discounts (-) (\$400.00)  
Shipping Due \$1,979.00  
Tax Total (%) \$1,242.27

**Total** **\$19,250.02**

Total Savings: \$400.00

**Freight Carrier:** ABI

**Freight Accessorials Ordered:** - Flatbed with Ramps -

**Customer Support:** Phone Support 877-788-7253, Mon-Fri, 9am-5pm EST or [ABIsupport.com](mailto:ABIsupport.com) for product manuals, parts, and self-help.

**Return Policy:** Product(s) sold with limited product warranty, standard return policy (shown here), and (when eligible) a conditional AttachMatch money-back guarantee. Review Details: <https://www.abiattachments.com/abi-company/policies/return-policy/> ABI's Standard 30-Day Return Policy: ABI will consider a refund on returns initiated within thirty (30) days of delivery of UNUSED products. ABI encourages customers to use caution when placing an order, as once shipped, the item may only be returned or exchanged if ABI expressly consents. Refunds are for the product's purchase price only; shipping and handling charges are not refundable. The customer is responsible for all shipping expenses associated with the transaction; these expenses include those incurred to deliver the product to the customer by ABI and shipping expenses incurred to return the product to ABI from the customer. If the product(s) has been used or otherwise reduced in resale value, up to a twenty-five percent (25%) restocking fee may be applied to items returned. If the customer utilized financing or otherwise has not paid ABI monies sufficient enough to cover the aforementioned expenses, the customer will be asked to pay these expenses before a return will be issued. When the purchaser receives the product(s), please keep the shipping pallet and packing material, as it will be required to return the product. Refunds are not made until all products are returned to ABI's possession. The customer shall not be responsible for damage caused by the shipping company delivering the product, provided such damage is noted on the delivery receipt at the time of delivery, or the shipment is refused. Applicable warranties cover defects in material and workmanship. ABI retains the exclusive and sole right to determine if an item is eligible for a return, exchange, or cancellation once shipped. ABI must approve in writing to obtain a return, refund, or exchange.



QO439518



ABI Attachments, Inc.  
520 S Byrkit St.  
Mishawaka IN 46544  
United States  
877-788-7253  
www.ABIattachments.com

Quote #QO439518

ID #: 497571 City of Calipatria

Quote Date: 8/15/2024

**Critical Delivery Responsibilities:**

If your order is not a parcel being shipped via UPS or FedEx, please consider the following to avoid additional charges. **Critical Inspection Process:** Upon delivery, you will need to thoroughly inspect your purchase for any damages or shortages. ABI nor the carrier will be responsible for damages or shortages if they are not indicated on the delivery document the driver asks you to sign. **Unloading The Truck:** Most ABI equipment requires the assistance of a forklift, tractor with front-end loader, or a lift gate to offload. We have already discussed an offloading plan with you and ordered the freight accessorial listed above at your direction. If this offloading plan is not clear to you, please contact us immediately. **Terminal Or Customer Pick Up:** If selected, the carrier or ABI will contact you with additional instructions when the unit is available for pickup.

Thank you for your purchase. All payments must be received in US dollars. Payment in full before shipment is required unless otherwise approved for financing through one of our partners or approved for corporate/government terms with ABI. If state and local sales or use taxes are not included in your quote or sales order, you may still be responsible for paying taxes on this purchase. Please consult with your tax advisor or the Department of Revenue for any tax liabilities. All orders sold by ABI Attachments, Inc. Orders subject to management approval. Product(s) sold with the condition of stated limited warranties, standard return policy, and (when applicable) conditional money-back guarantee. Return Policy: [abiattachments.com/policy/return/](http://abiattachments.com/policy/return/) By you placing this order, whether ABI does or does not deliver this order as expected, ABI shall not be liable in any event for incidental or consequential or other special damages under any theory of strict liability or negligence or expenses of any kind, including, but not limited to, personal injury, damage to property, cost of equipment rentals, loss of profit, loss of time, loss of wages, or cost of hiring services to perform tasks normally performed by this product. If sold in Alabama: Seller has collected the simplified sellers use tax on taxable transactions delivered into Alabama, and the tax will be remitted on the customer's behalf to the Alabama Department of Revenue. The seller's program account number is SSU-R010220629.



QO439518