



AGENDA

Regular Meeting of the Calipatria City Council

**City Council Chambers
125 North Park Avenue
Calipatria, CA 92233**

**Tuesday, April 14, 2026
Closed Session at 5:00 pm
Open Session at 6:00 pm**

Michael Luellen, Mayor
Fred Beltran, Mayor Pro-Tem
Javier Amezcua, Council Member
Sylvia Chavez, Council Member
Jesse Rivas, Council Member

Laura Gutierrez, City Manager
Gilbert G. Otero, City Attorney
Jane Hurtado, City Clerk

Christopher Hanks, Acting 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.

5:00 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. CONFERENCE WITH LEGAL COUNSEL -

Initiation of litigation pursuant to paragraph (4) subdivision (d) of Section

54956.9

Number of Potential Cases: 2

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (SECTION 54956.8)

I. APN: 023-484-028-000, 023-484-029-000, 023-484-030-000, 023-484-031-000, 023-484-032-000, 023-484-033-000, 023-484-034-000, 023-484-035-000, 023-484-036-000, 023-484-037-000, 023-484-038-000, 023-484-039-000, 023-486-001-000, 023-486-002-000, 023-486-003-000, 023-486-004-000, 023-486-005-000, 023-486-006-000, 023-486-007-000, 023-486-008-000, 023-486-009-000, 023-486-010-000, 023-486-011-000, 023-486-012-000, 023-486-013-000, 023-486-014-000, 023-486-015-000, 023-486-016-000, 023-486-017-000, 023-486-018-000, 023-485-007-000

Agency Negotiator: City Manager
 Negotiating Parties: Desert Pro Ventures, LLC.
 Property Address: Desert Lane, Arroyo Seco Lane
 Negotiation: Price Sale/Lease and Terms

II. APN: 023-470-001
 Agency Negotiator: City Manager
 Negotiating Parties: Estrada Towing
 Property Address: 501 S Sorenson
 Negotiation: Lease and Terms

III. APN: 023-311-003
 Property Address: Central & Alamo Avenue

3. CONFERENCE WITH LABOR NEGOTIATORS (SECTION 54957.6)

Agency Representative: City Manager
 Employee Organization: Calipatria Police Officers Association

4. PUBLIC EMPLOYEE PERFORMANCE EVALUATION – G.C. 54956.7(B)(1)

Title of Position: City Manager

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****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: FB _____ JR _____ ML _____ SC _____ JA _____

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, at this time, 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. At this time, 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.

PRESENTATION:

1. Lithium Valley - Pier Presentation
2. Strategic Plan Survey – Raffle Prize Winner's

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. Minutes: March 24, 2026
2. Warrants: March 1-31, 2026

MOTION: _____ SECOND: _____
 ROLL CALL VOTE: FB _____ JR _____ ML _____ SC _____ JA _____

PUBLIC HEARING:

1. **Public Hearing** – First Amendment to Ordinance 07-002 An Ordinance of the City of Calipatria regulating the sale and use of fireworks and other explosive devices within the City of Calipatria.

OPEN PUBLIC HEARING at _____.

Public Comment:

City Council Discussion:

MOTION: _____ SECOND: _____
 ROLL CALL VOTE: FB _____ JR _____ ML _____ SC _____ JA _____

CLOSE PUBLIC HEARING at _____.

ACTION ITEMS NEW/REGULAR BUSINESS (DISCUSSION/ACTION):

1. Approve/Disapprove: First Amendment to Ordinance 07-002 An Ordinance of the City of Calipatria regulating the sale and use of fireworks and other explosive devices within the City of Calipatria.

MOTION: SECOND:
ROLL CALL VOTE: FB _____ JR _____ ML _____ SC _____ JA _____

2. Approve/Disapprove: Acceptance of Funding Agreement for CAP8-11 City of Calipatria–Freeman Street AB617 North–Imperial Paving Project.

MOTION: SECOND:
ROLL CALL VOTE: FB _____ JR _____ ML _____ SC _____ JA _____

STAFF and COUNCIL REPORTS:

ADJOURNMENT:

The next regular scheduled meeting of the City of Calipatria City Council is Tuesday, April 28, 2026, at 6:00 pm

Close meeting at _____.

MOTION: SECOND:
ROLL CALL VOTE: FB _____ JR _____ ML _____ SC _____ JA _____

I, *JANE HURTADO*, City Clerk of the City of Calipatria, California, DO HEREBY CERTIFY that the agenda was duly posted at Calipatria City Hall, 125 N 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: April 10, 2026



TENTATIVE MUNIUTES

Regular Meeting of the Calipatria City Council

**City Council Chambers
125 North Park Avenue
Calipatria, CA 92233**

**Tuesday, March 24, 2026
Closed Session at 5:00 pm
Open Session at 6:00 pm**

Michael Luellen, Mayor
Fred Beltran, Mayor Pro-Tem
Javier Amezcua, Council Member
Sylvia Chavez, Council Member
Jesse Rivas, Council Member

Laura Gutierrez, City Manager
Gilbert G. Otero, City Attorney
Jane Hurtado, City Clerk

Christopher Hanks, Acting Fire Chief
Cheryl Fowler, Police Chief
Edgar Self, Public Work Director

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5:00 P.M. CLOSED SESSION

CALL TO ORDER: 5:01 PM

ROLL CALL: *Fred Beltran, Jesse Rivas, Sylvia Chavez,
Late Javier Amezcua 5:05 and M. Luellen 5:10*

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. CONFERENCE WITH LEGAL COUNSEL -
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Number of Potential Cases: 2

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (SECTION 54956.8)
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 Agency Representative: City Manager
 Employee Organization: Calipatria Police Officers Association
4. PUBLIC EMPLOYEE PERFORMANCE EVALUATION – G.C. 54956.7(B)(1)
 Title of Position: City Manager

CITY COUNCIL CONVENES TO OPEN SESSION

6:00 P.M. OPEN SESSION

CALL TO ORDER: 6:07 PM

ROLL CALL: F. Beltran, J. Rivas, M. Luellen, S. Chavez and J. Amezcua

PLEDGE OF ALLEGIANCE & INVOCATION: Abraham Barros/Mr. G. Otero

CITY ATTORNEY: REPORT ON CLOSED SESSION ACTION

Staff gave directions

ADJUSTMENTS TO THE AGENDA:

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Consent Agenda: # 4

Letter of Support ~ Trifolium 11 Reservoir Project – USBR Small Storage Program (Imperial Irrigation District)

MOTION: *Jesse Rivas*

SECOND: *Sylvia Chavez*

ROLL CALL VOTE: FB _____ JR _____ ML _____ SC _____ JA _____

Discussion/Action: #2

Calipatria Little League ~ Request for Temporary Street Closure – Park Street (Garrett Field)

MOTION: *Jesse Rivas*

SECOND: *Sylvia Chavez*

ROLL CALL VOTE: FB _____ JR _____ ML _____ SC _____ JA _____

PUBLIC COMMENTS:

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No public comments

PRESENTATION:

1. PROCLAMATION DECLARING APRIL 2026 AS AUTISM ACCEPTANCE MONTH & APRIL 2, 2026, AS WORLD AUTISM ACCEPTANCE DAY IN THE CITY OF CALIPATRIA

Michael Luellen read the Proclamation and presented to James Gonzalez and Gloria Brambila. They thanked the Council and provide information on their journey's with their children and resources available to the Imperial Valley.

2. GAFCON ~ Airport Community Center/Park Update
GAFCON staff provided presentation of revisions made to the design due to available funding, and as additional funding becomes available, additional amenities will be added. The height reduction was disappointing to the Council.

CONSENT AGENDA:

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discuss any item, they may request that the item be removed from the Consent Agenda and placed on the REGULAR BUSINESS Agenda.

1. Minutes: March 10, 2026
2. Letter of Support ~ Distressed Hospital Loan Program Forgiveness
3. Letter of Support ~ Imperial County Transportation Commission (ICTC) – FY27 Community Project Funding Requests
4. Letter of Support ~ Trifolium 11 Reservoir Project – USBR Small Storage Program (Imperial Irrigation District)

Mr. McBroom explained what the Trifolium 11 Reservoir Project is.

MOTION: *Javier Amezcua* SECOND: *Sylvia Chavez*
 ROLL CALL VOTE: *FB-Y, JR-Y, ML-Y, SC-Y, JA-Y* 5-0

ACTION ITEMS NEW/REGULAR BUSINESS (DISCUSSION/ACTION):

1. **Approve/Disapprove:** Resolution 26-08 - Declaration that the real property located near the northwest corner of Bonita Street and Brown Avenue, Calipatria, California (APN 023-333-004) is exempt surplus land pursuant to California Government Code § 54220 *et seq.*

Presented by Laura Gutierrez ~ property is exempt of SLA due to size of parcel.

MOTION: *Sylvia Chavez* SECOND: *Javier Amezcua*
 ROLL CALL VOTE: *FB-Y, JR-Y, ML-Y, SC-Y, JA-Y* 5-0

2. **Approve/Disapprove:** Calipatria Little League ~ Request for Temporary Street Closure – Park Street (Garrett Field)

MOTION: *Jesse Rivas* SECOND: *Sylvia Chavez*
 ROLL CALL VOTE: *FB-Y, JR-Y, ML-Y, SC-Y, JA-Y* 5-0

DISCUSSION/DIRECTION (RECOMMEND/DENY):

1. **Discussion/Direction:** Calling for a Municipal Election on November 3, 2026, for the Submission of a Ballot Measure Relating to City Council Term Limits
Council discussion on item and a roll call vote was requested.

ROLL CALL VOTE: FB-N, JR-N, SC-N, JA-N, ML-Y 4-1

2. **Discussion/Direction:** Calling for a Municipal Election on November 3, 2026, for the Submission of a Ballot Measure Relating to the City Mayor.
Council discussion on item and a roll call vote was requested.

ROLL CALL VOTE: FB-N, JR-N, SC-N, JA-N, ML-Y 4-1

STAFF and COUNCIL REPORTS:

Self: Thanked Public Work Staff and Gafcon and for the Community support.

Hanks: Thanked Public Works, thanked Council the equipment purchase.

Otero: Nothing to report

Hurtado: Nothing to report

Gutierrez: Provided update on grants received/applied.

Beltran: Nothing to report

Rivas: Question on Code Enforcement

Chavez: Provided community update and thanked Public Works and Fire Department for clean up.

Amezcua: Thanked Public Works and all the City of Calipatria employees for all the work they have done. Thanked Jaysel Mendoza

Luellen: Met with Doctor Tariq, discussed a couple of health care opportunities within the city, he's looking for property.

Regular Meeting recording available upon request to the City Clerk.

ADJOURNMENT:

The next regular scheduled meeting of the City of Calipatria City Council is Tuesday, April 14, 2026, at 6:00 pm

Close meeting at 8:04 PM.

MOTION: *Fred Beltran*

SECOND: *Sylvia Chavez*

ROLL CALL VOTE: *FB-Y, JR-Y, ML-Y, SC-Y, JA-Y*

5-0

I, *JANE HURTADO*, City Clerk of the City of Calipatria, California, DO HEREBY CERTIFY that the agenda was duly posted at Calipatria City Hall, 125 N 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: March 20, 2026



Warrants for Council Meeting

Tuesday, April 14, 2026

OPERATING ACCOUNT:		AMOUNTS:
<i>US Bank ~ General Account #5465</i>		
03/13/26	CK# 7996 - 8048	\$161,458.61
03/27/26	CK# 8049	\$249.75
03/31/26	CK# 8051	\$4,500.00
Grand Total:		\$166,208.36

VOIDED CHECKS:

INFORMATION CARRY OVER:

PAYROLL ACCOUNT:		AMOUNTS:
<i>US Bank ~ Payroll Account #0532</i>		
03/06/26	CK# 18243 - 18285	\$41,124.21
03/20/26	CK# 18286 - 18323	\$39,156.39
Grand Total:		\$80,280.60

Michael Luellen, Mayor

Javier Amezcua, Mayor Pro-Tem

Sylvia R. Chavez, Councilmember

Fred Beltran, Councilmember

Jesse Rivas, Councilmember

OPERATING ACCOUNT BY FUND:**AMOUNTS:**

US Bank ~ General Account #5465	
Fund 01 - General Fund	\$34,425.77
Fund 06 - Wastewater Fund	\$18,757.66
Fund 09 - Solid Waste Fund	\$1,939.27
Fund 10 - Gas Tax Fund	\$1,897.70
Fund 14 - Cliff Hatfield Memorial Airport	\$29,999.33
Fund 22 - LTA Fund (Streets)	\$53,905.94
Fund 32 - CDBG-CV1	\$220.50
Fund 33 - CDBG-CV1	\$220.50
Fund 77 - Airport Community Center/Park	\$24,841.69

Grand Total: \$166,208.36

City of Calipatria
Accounts Payable Check Register Report - US Bank Branch-158300185465
For The Date Range From 3/1/2026 To 3/31/2026
For All Vendors And For Outstanding Checks - Computer Generated

4/9/2026 2:59pm

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Check # / eCheck ID	Type	Date	Vendor Name	Amount	Status
7996	C	3/13/2026	14 Calipatria Firefighters Assoc.	\$196.25	O
	Invoice Nbr - Description		GL Account	Amount	
		Payroll 2/16-3/1, 2026 - CFA Dues Run# 1698-2026	01-00-2605	\$94.20	
		Payroll 2/2-15, 2026 - CFA Dues Run# 1696-2026	01-00-2605	\$102.05	
7997	C	3/13/2026	57 Imperial Irrigation District	\$9,853.23	O
	Invoice Nbr - Description		GL Account	Amount	
		1/1/2026-12/31/2026 - 1 st & 2nd Installment	06-00-4817	\$640.00	
		50001613/5/2026 - St Lights	10-00-7013	\$1,897.70	
		50675282/3/5/2026 - 106 W Lindsey Rd	06-06-7013	\$6,754.35	
		50892491/3/9/2026 - 440 W Main St	06-06-7013	\$316.29	
		50900482/3/9/2026 - 440 W Main St A/PRT HNGR	01-50-7013	\$169.25	
		50132978/3/9/2026 - 440 W Main St	14-00-7013	\$23.14	
		50920150/3/10/2026 - C/O Industrial Ave & Alamo St Lift St	01-40-7013	\$52.50	
7998	C	3/13/2026	96 Golden State Water Company	\$1,874.30	O
	Invoice Nbr - Description		GL Account	Amount	
		72634100001/2/23/2026 - 125 Park - City Hall/Fire Dept.	01-26-7013	\$96.77	
		98028300006/2/23/2026 - Police Department - 140 W Main St	01-25-7013	\$363.45	
		90696400002/3/2/2026 - Fire Dept. - 125 Park	01-26-7013	\$307.30	
		81075400002/2/23/2026 - W Bonita Street & S Park Avenue	01-90-7013	\$178.54	
		72634100001/2/23/2026 - 125 Park - City Hall/Fire Dept.	01-80-7013	\$96.78	
		51045100008/2/23/2026 - Mikesell Park - 102 E Main St	01-90-7013	\$178.54	
		25634100009/2/23/2026 - Lift Station - 424 International	06-06-7013	\$73.05	
		22075400006/2/23/2026 - N/W/C of Library	01-90-7013	\$175.81	
		10934100008/2/23/2026 - Flag Pole - 100 Park Irr	01-90-7013	\$82.15	
		00934100009/2/23/2026 - Wellbeing Center - 101 N Lake	01-80-7013	\$70.32	
		52075400003/2/23/2026 - Community Center - 150 Park	01-90-7013	\$178.54	
		89834100003/2/23/2026 - Airport - 438 W Main	14-00-7013	\$73.05	
7999	C	3/13/2026	109 Underground Service Alert/SC	\$130.40	O
	Invoice Nbr - Description		GL Account	Amount	
		220260106 - Regulatory compliance	06-06-7013	\$130.40	
8000	C	3/13/2026	143 Zendejas Hardware	\$735.18	O
	Invoice Nbr - Description		GL Account	Amount	
		894973 - PW - grass for parks, street repair	01-90-7606	\$200.56	
		895352 - Public Works - plant starter	01-90-7606	\$16.15	
		895518 - Public Works - pvc repair coupling	01-90-7606	\$75.55	
		895509 - Public Works - blue pvc cement	01-90-7606	\$26.67	
		895265 - Public Works	01-50-7606	\$156.04	
		895612 - Fire Dept. - Laundry detergent, clorox	01-26-7106	\$48.99	

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Check # / eCheck ID	Type	Date	Vendor Name	Amount	Status
			895697 - Fire Dept. - Trufuel	01-26-7106 \$112.02	
			895138 - Fire Dept. - hose	01-26-7606 \$5.38	
			895084 - Animal Control - ground beef food	01-25-7049 \$12.89	
			894973 - PW - grass for parks, street repair	01-40-7606 \$33.00	
			894826 - Fire Dept. cleaning supplies	01-26-7106 \$47.93	
8001	C	3/13/2026	165 El Centro Motors		\$1,342.60 O
			Invoice Nbr - Description	GL Account	Amount
			6401631/1 - PD unit maintenance 722 & 783	01-25-7606	\$1,144.28
			6401596/1 - PD unit maintenance 722 & 783	01-25-7606	\$198.32
8002	C	3/13/2026	189 Airgas USA, LLC		\$129.42 O
			Invoice Nbr - Description	GL Account	Amount
			5523267269 - Medical Oxygen	01-26-8017	\$129.42
8003	C	3/13/2026	193 Calipatria Police Employees Association		\$250.00 O
			Invoice Nbr - Description	GL Account	Amount
			Payroll 2/2-15, 2026 - CPOA Dues Run# 1696-2026	01-00-2007	\$125.00
			Payroll 2/16-3/1, 2026 - CPOA Dues Run# 1698-2026	01-00-2007	\$125.00
8004	C	3/13/2026	195 City of Calipatria		\$337.16 O
			Invoice Nbr - Description	GL Account	Amount
			Payroll 2/2-15, 2026 - UB City Employee	01-00-2011	\$71.79
			Payroll 2/2-15, 2026 - UB City Employee	06-00-2011	\$71.79
			Payroll 2/16-3/1, 2026 - UB Employee Run# 1698-2026	01-00-2011	\$96.79
			Payroll 2/16-3/1, 2026 - UB Employee Run# 1698-2026	06-00-2011	\$96.79
8005	C	3/13/2026	245 LLC / Imperial County Division		\$300.00 O
			Invoice Nbr - Description	GL Account	Amount
			1997 - Imperial County Division Meeting	01-01-7004	\$300.00
8006	C	3/13/2026	339 California Department of Child Support Services		\$358.14 O
			Invoice Nbr - Description	GL Account	Amount
			Payroll 2/2-15, 2026 - Child Support: Run# 1696-2026	01-00-2010	\$179.07
			Payroll 2/16-3/1, 2026 - Child Support: Run#1698-2026	01-00-2010	\$179.07
8007	C	3/13/2026	422 Wymore, Inc.		\$94.18 O
			Invoice Nbr - Description	GL Account	Amount
			1244121 - WW - rope clamps	06-06-7605	\$94.18
8008	C	3/13/2026	448 Ancon Marine		\$465.32 O
			Invoice Nbr - Description	GL Account	Amount
			116237 - Waste plant labor	06-06-7606	\$465.32
8009	C	3/13/2026	470 McNeece Bros. Oil Company, Inc.		\$1,853.21 O
			Invoice Nbr - Description	GL Account	Amount

City of Calipatria

4/9/2026 2:59pm

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Accounts Payable Check Register Report - US Bank Branch-158300185465

For The Date Range From 3/1/2026 To 3/31/2026

For All Vendors And For Outstanding Checks - Computer Generated

Check # / eCheck ID	Type	Date	Vendor Name	Amount	Status	
			923443 - Public Works - Vehicle fuel	06-06-7015	\$316.79	
			923444 - Fire Dept. vehicle fuel	01-26-7015	\$648.03	
			923443 - Public Works - Vehicle fuel	01-40-7015	\$422.40	
			923443 - Public Works - Vehicle fuel	01-16-7015	\$149.20	
			923443 - Public Works - Vehicle fuel	01-90-7015	\$316.79	
8010	C	3/13/2026	533 Imperial County Fire Department		\$1,374.29	O
			Invoice Nbr - Description	GL Account	Amount	
			OES 26-002 - Imperial County Office of Emergency Services & Disaster Council - Participation FY 2025-2026	01-26-7003	\$1,203.29	
			FY 2025/2026 - Hazardous Incident Response Committee	01-26-7003	\$171.00	
8011	C	3/13/2026	645 Got Ice		\$178.09	O
			Invoice Nbr - Description	GL Account	Amount	
			20401084 - Ice for Fire Dept.	01-26-7017	\$178.09	
8012	C	3/13/2026	652 County of San Diego, RCS		\$1,586.00	O
			Invoice Nbr - Description	GL Account	Amount	
			26CALIFDN07 - Fire Dept. Radios - January 2026	01-26-7003	\$610.00	
			26CALIPDN07 - Police Dept. Radios - January 2026	01-25-7003	\$366.00	
			26CALIFDN08 - Fire Dept. - Radios February 2026	01-26-7003	\$610.00	
8013	C	3/13/2026	885 Imperial County Air Pollution Control District		\$25.00	O
			Invoice Nbr - Description	GL Account	Amount	
			4802 PTO 2026 - Permit 4802	01-17-7017	\$25.00	
8014	C	3/13/2026	937 SoCalGas		\$13.00	O
			Invoice Nbr - Description	GL Account	Amount	
			02/01/2026-03/01/2026 - Natural gas vehicle fuel	01-40-7015	\$13.00	
8015	C	3/13/2026	958 Southwest Equipment and Supply, Inc.		\$83.09	O
			Invoice Nbr - Description	GL Account	Amount	
			43464 - PW - crane truck maintenance	01-50-7606	\$20.00	
			43512 - Public Works - vehicle maintenance	06-06-7606	\$6.00	
			43512 - Public Works - vehicle maintenance	01-90-7606	\$6.00	
			43544 - Airport - clean up	14-00-7606	\$43.09	
			43512 - Public Works - vehicle maintenance	01-40-7606	\$8.00	
8016	C	3/13/2026	987 Imperial Valley Resource Management Agency		\$1,939.27	O
			Invoice Nbr - Description	GL Account	Amount	
			2526-0036 - Approved phase 1 costs - Comprehensive update project	09-00-7002	\$1,939.27	
8017	C	3/13/2026	1020 AM Copiers, Inc		\$28.94	O
			Invoice Nbr - Description	GL Account	Amount	
			IN9541 - Professional fees	01-17-7003	\$28.94	
8018	C	3/13/2026	1038 Special District Risk Management Authority		\$8,937.59	O
			Invoice Nbr - Description	GL Account	Amount	
			H49300 - Premium Insurance - April 2026	01-40-6900	\$1,174.57	

City of Calipatria

Accounts Payable Check Register Report - US Bank Branch-158300185465

For The Date Range From 3/1/2026 To 3/31/2026

For All Vendors And For Outstanding Checks - Computer Generated

Check # / eCheck ID	Type	Date	Vendor Name	Amount	Status
			H49300 - Premium Insurance - April 2026	01-02-6900 \$3.15	
			H49300 - Premium Insurance - April 2026	01-16-6900 \$2,737.56	
			H49300 - Premium Insurance - April 2026	01-25-6900 \$2,070.45	
			H49300 - Premium Insurance - April 2026	01-80-6900 \$7.30	
			H49300 - Premium Insurance - April 2026	01-90-6900 \$883.58	
			H49300 - Premium Insurance - April 2026	06-06-6900 \$2,060.98	
			H49300 - Premium Insurance - April 2026	01-26-6900 \$0.00	
8019	C	3/13/2026	1039 Larry R. Bennett Insurance Agency		\$375.00 O
			Invoice Nbr - Description	GL Account	Amount
			179 - Admin fees for SDRMA medical - March	01-17-7003	\$375.00
8020	C	3/13/2026	1058 Agricultural Pump Supply		\$124.06 O
			Invoice Nbr - Description	GL Account	Amount
			13051 - Hydraulic hose & fitting	06-06-7606	\$124.06
8021	C	3/13/2026	1080 NAPA AUTO PARTS		\$270.43 O
			Invoice Nbr - Description	GL Account	Amount
			547614 - 2016 Ford F250 - ignition coil	06-06-7606	\$81.63
			547614 - 2016 Ford F250 - ignition coil	01-90-7606	\$81.63
			547614 - 2016 Ford F250 - ignition coil	01-40-7606	\$107.17
8022	C	3/13/2026	1140 Raul Bernal		\$57.29 O
			Invoice Nbr - Description	GL Account	Amount
			February 2026 - Employee mileage	06-06-6015	\$57.29
8023	C	3/13/2026	1146 Holtville Tribune		\$441.00 O
			Invoice Nbr - Description	GL Account	Amount
			0102103 - Legal advertising - Public hearing five year PLHA Plan	32-00-7010	\$220.50
			0102103 - Legal advertising - Public hearing five year PLHA Plan	33-00-7010	\$220.50
8024	C	3/13/2026	1155 VESTIS		\$308.37 O
			Invoice Nbr - Description	GL Account	Amount
			5220648855 - PW Uniforms	01-80-7929	\$3.40
			5220651860 - PW - Uniforms	01-80-7106	\$42.39
			5220651860 - PW - Uniforms	01-80-7929	\$3.40
			5220651860 - PW - Uniforms	06-06-7929	\$9.24
			5220651860 - PW - Uniforms	01-90-7929	\$22.84
			5220651860 - PW - Uniforms	01-40-7929	\$12.32
			5220645966 - PW Uniforms	06-06-7929	\$9.24
			5220651860 - PW - Uniforms	01-50-7929	\$12.60
			5220648855 - PW Uniforms	01-80-7106	\$42.39
			5220648855 - PW Uniforms	06-06-7929	\$9.24
			5220648855 - PW Uniforms	01-90-7929	\$22.84
			5220648855 - PW Uniforms	01-40-7929	\$12.32
			5220648855 - PW Uniforms	01-50-7929	\$12.60
			5220645966 - PW Uniforms	01-80-7929	\$3.40

City of Calipatria

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Accounts Payable Check Register Report - US Bank Branch-158300185465

For The Date Range From 3/1/2026 To 3/31/2026

For All Vendors And For Outstanding Checks - Computer Generated

Check # / eCheck ID	Type	Date	Vendor Name	Amount	Status
			5220645966 - PW Uniforms	01-90-7929 \$22.84	
			5220645966 - PW Uniforms	01-40-7929 \$12.32	
			5220645966 - PW Uniforms	01-50-7929 \$12.60	
			5220645966 - PW Uniforms	01-80-7106 \$42.39	
8025	C	3/13/2026	1171 Fabiola Barraza		\$18.27 O
			Invoice Nbr - Description	GL Account	Amount
			53640005663 - Cleaning supplies - reimbursement	01-80-7106	\$18.27
8026	C	3/13/2026	1174 Core & Main LP		\$1,947.92 O
			Invoice Nbr - Description	GL Account	Amount
			Y455334 - Hernandez Park	01-90-7606	\$1,947.92
8027	C	3/13/2026	1184 Capital One Trade Credit		\$95.97 O
			Invoice Nbr - Description	GL Account	Amount
			J65882/5 - VVV - various	06-06-7017	\$95.97
8028	C	3/13/2026	1201 LaBrucherie Irrigation Supply		\$25.61 O
			Invoice Nbr - Description	GL Account	Amount
			321698 - VVV - supplies	06-06-7017	\$25.61
8029	C	3/13/2026	1236 Jacob's Air Conditioning		\$1,180.00 O
			Invoice Nbr - Description	GL Account	Amount
			09539 - Community Center A/C maintenance	01-80-7606	\$1,180.00
8030	C	3/13/2026	1240 Scott Equipment		\$7,811.88 O
			Invoice Nbr - Description	GL Account	Amount
			2/26/2026 - New Holland 72" Hopper Broom	14-00-8018	\$3,905.94
			2/26/2026 - New Holland 72" Hopper Broom	22-40-8018	\$3,905.94
8031	C	3/13/2026	1244 VGL Construction Inc.		\$3,400.00 O
			Invoice Nbr - Description	GL Account	Amount
			BI-51 - Sewer repair	06-06-7003	\$3,400.00
8032	C	3/13/2026	1245 Xylem Dewatering Solutions, Inc		\$3,489.79 O
			Invoice Nbr - Description	GL Account	Amount
			401477584 - PW - Pump repair	06-06-7606	\$3,489.79
8033	C	3/13/2026	1251 Spectrum VoIP		\$139.68 O
			Invoice Nbr - Description	GL Account	Amount
			791901 - Phone service - March 2026 - June 2026	01-80-7013	\$139.68
8034	C	3/13/2026	1255 SHI International Corp		\$4,147.02 O
			Invoice Nbr - Description	GL Account	Amount
			B20800521 - Cisco Meraki license renewal	01-17-7003	\$4,147.02
8035	C	3/13/2026	1257 Brawley Analytical, Inc,		\$409.00 O
			Invoice Nbr - Description	GL Account	Amount
			001825 - Regulatory testing	06-06-7107	\$109.50
			001853 - Regulatory testing	06-06-7107	\$299.50
8036	C	3/13/2026	1267 County of Marin/CALSLA		\$630.00 O
			Invoice Nbr - Description	GL Account	Amount

City of Calipatria
Accounts Payable Check Register Report - US Bank Branch-158300185465
For The Date Range From 3/1/2026 To 3/31/2026
For All Vendors And For Outstanding Checks - Computer Generated

Check # / eCheck ID	Type	Date	Vendor Name	Amount	Status
			19050-2026 - Annual Membership Dues	01-40-7002 \$630.00	
8037	C	3/13/2026	1273 US Bank		\$35.49 O
			Invoice Nbr - Description	GL Account	Amount
			24-14315-65440 - Fire Dept. mirrors & magnet for trucks	01-26-7016	\$35.49
8038	C	3/13/2026	1301 Alejandro Estrada		\$1,170.00 O
			Invoice Nbr - Description	GL Account	Amount
			1585 - Regular labor - Feb 2026 & It services - March 2026	01-17-7003	\$1,170.00
8039	C	3/13/2026	1309 O'Reilly Auto Parts		\$130.49 O
			Invoice Nbr - Description	GL Account	Amount
			2648-199576 - PW - code reader	01-50-7606	\$130.49
8040	C	3/13/2026	1346 Imperial Valley EDC		\$1,000.00 O
			Invoice Nbr - Description	GL Account	Amount
			3/2/2026 - IVEDC Bronze Level Membership Dues FY 25-26	01-17-7002	\$1,000.00
8041	C	3/13/2026	1369 Efrain Zambrano		\$9.78 O
			Invoice Nbr - Description	GL Account	Amount
			8595 - Reimbursement - Oil pump lift	06-06-7606	\$9.78
8042	C	3/13/2026	1378 Primo Brands		\$474.58 O
			Invoice Nbr - Description	GL Account	Amount
			05K8730278175 - Water	01-26-7017	\$38.63
			05J8730278175 - Water	01-26-7017	\$53.28
			05J8730278175 - Water	01-25-7017	\$53.28
			06A8730278175 - Water	01-17-7017	\$59.61
			05K8730278175 - Water	01-17-7017	\$38.64
			05J8730278175 - Water	01-17-7017	\$53.29
			05K8730278175 - Water	01-25-7017	\$38.63
			05L8730278175 - Water	01-17-7017	\$6.66
			05L8730278175 - Water	01-25-7017	\$6.67
			06A8730278175 - Water	01-26-7017	\$59.61
			06A8730278175 - Water	01-25-7017	\$59.61
			05L8730278175 - Water	01-26-7017	\$6.67
8043	C	3/13/2026	1379 Joseph Medina		\$10.87 O
			Invoice Nbr - Description	GL Account	Amount
			February 2026 - Employee mileage	06-06-6015	\$10.87
8044	C	3/13/2026	1393 Dempsey Construction Inc		\$24,841.69 O
			Invoice Nbr - Description	GL Account	Amount
			07 - Calipatria Community Center & Park	77-90-8012	\$24,841.69
8045	C	3/13/2026	1394 State Foods Supermarket		\$56.01 O
			Invoice Nbr - Description	GL Account	Amount
			9102 - Toilet paper & paper towels	01-80-7013	\$56.01

City of Calipatria
Accounts Payable Check Register Report - US Bank Branch-158300185465
For The Date Range From 3/1/2026 To 3/31/2026
For All Vendors And For Outstanding Checks - Computer Generated

Check # / eCheck ID	Type	Date	Vendor Name	Amount	Status
8046	C	3/13/2026	1403 Emergency Vehicle Systems LLC	\$819.64	O
	Invoice Nbr - Description		GL Account	Amount	
		2693 - Fire Dept. 2820 Emergency lights	01-26-7606	\$819.64	
8047	C	3/13/2026	1404 SealMaster Los Angeles	\$69,033.11	O
	Invoice Nbr - Description		GL Account	Amount	
		11150 - Heated hose machine and accessories	14-00-8015	\$19,033.11	
		11150 - Heated hose machine and accessories	22-40-8018	\$50,000.00	
8048	C	3/13/2026	1405 Relation Insurance Services	\$6,921.00	O
	Invoice Nbr - Description		GL Account	Amount	
		12/31/2025-12/31/2026 - Policy #AP-020747896-14 Aviation Insurance 12/31/25-12/31/26	14-55-7009	\$6,921.00	
8049	C	3/27/2026	1277 Cheryl Fowler	\$249.75	O
	Invoice Nbr - Description		GL Account	Amount	
		3/30-4/2, 2026 - Per Diem of Police Chief training 3/30-4/2, 2026	01-25-7004	\$249.75	
8051	C	3/31/2026	1266 Gilbert G. Otero	\$4,500.00	O
	Invoice Nbr - Description		GL Account	Amount	
		2026-02 - Legal Services	01-03-7003	\$4,500.00	
			Cleared	\$0.00	
			Outstanding	\$166,208.36	
			Void	\$0.00	



Notice of Public Hearing

City of Calipatria

Notice is hereby given that a public hearing will be held by the City of Calipatria City Council at the date, time, and place indicated below. The purpose of the public hearing will be to hear comments from the public regarding the following subject:

Project: First Amendment to Ordinance 07-002 An Ordinance of the City of Calipatria regulating the sale and use of fireworks and other explosive devices within the City of Calipatria	Location: Citywide
--	------------------------------

The City of Calipatria is proposing to make changes to Ordinance 07-002 Fireworks Regulations.

Public Hearing Summary – First Addendum to Ordinance No. 07-002 (Fireworks Regulations)

The proposed addendum to Ordinance No. 07-002 establishes updated regulations regarding the use of fireworks within the City of Calipatria.

The ordinance permits the sale, possession, and use of “Safe and Sane Fireworks,” while strictly prohibiting illegal fireworks, including those that explode, fly into the air, or move erratically. The addendum places shared responsibility on tenants, landlords, property managers, and property owners to prevent illegal fireworks activities on properties under their control. Failure to take reasonable steps to prevent such activity may result in violations, and the presence of illegal fireworks creates a presumption of responsibility.

Enforcement authority is granted to the Police Department, Fire Department, and Code Enforcement Officers, who may issue criminal or administrative citations. Property owners may be notified by certified mail if violations occur in their absence.

Administrative penalties are established as follows:

- \$1,000 for a first violation
- \$2,500 for a second violation
- \$5,000 for a third or subsequent violation

The ordinance also outlines an appeal process for administrative citations, including timelines, payment requirements, and a hearing before a review panel, with the option for final appeal to the City Council.

City Council Hearing Date: April 14, 2026

Hearing Time: 6:00 PM

Hearing Location: City Hall
125 North Park Avenue
Calipatria, CA 92233

Copies of pertinent information are available for review at the City Hall during regular business hours. If you would like to know more about the proposed amendment prior to the public hearing, please contact Jane Hurtado, City Clerk, at (760) 348-4141 or via email at j_hurtado@calipatria.com.

Any person desiring to comment on the above project may do so in writing or may appear in person at the public hearing. Written comments should be directed to the City of Calipatria City Clerk, 125 North Park Avenue, Calipatria, CA 92233 and be delivered prior to the Public Hearing date. Please reference the project name in all written correspondences.



CALIPATRIA CITY COUNCIL AGENDA ITEM

Date Submitted: April 10, 2026
Submitted By: Laura Gutierrez, City Manager
Council Meeting Date: April 14, 2026

Discussion / Action

Subject: First Amendment to Ordinance 07-002 An Ordinance of the City of Calipatria regulating the sale and use of fireworks and other explosive devices within the City of Calipatria.

Background:

The proposed Fireworks Ordinance Addendum is intended to revise the enforcement structure by converting violations to an administrative penalty framework. The addendum also establishes an increased fine schedule, including higher penalties for second and third (and subsequent) violations.

Additionally, the ordinance provides that evidence of fireworks-related violations occurring on rental or privately owned property will create a rebuttable presumption that the tenant, landlord, property manager, or property owner permitted the violation.

Recommendation:

Staff recommends the City Council approval of 1st reading by title only.

Fiscal Impact:

N

**FIRST (1ST) ADDENDUM TO
ORDINANCE 07-002**

**AN ORDINANCE OF THE CITY OF CALIPATRIA REGULATING THE SALE
AND USE OF FIREWORKS AND OTHER EXPLOSIVE DEVICES WITHIN
THE CITY OF CALIPATRIA**

The City Council of the City of Calipatria does ordain as follows:

Holds Tenants, Landlords, Property Managers, and Property Owners Accountable

This First (1st) Addendum to Ordinance # 07-002 will allow residents to purchase, possess, and use “Safe and Sane Fireworks.”

This First (1st) Addendum to Ordinance # 07-002 makes it illegal to use, possess, or distribute fireworks that explode, fly into the air, or move erratically that are not considered “Safe and Sane Fireworks.”

- a. It shall be unlawful for any tenant, landlord, property manager, or property owner to knowingly permit, allow, or fail to take reasonable steps to prevent the possession, storage, sale, or use of illegal fireworks, or sky rockets on any rental property or property under their ownership or control.
- b. Evidence of fireworks related violations occurring on rental property or owned property create a “**rebuttable presumption**” that the tenant, landlord, property manager, or property owner have permitted the violation.

Enforcement Authority

- a. The Police Department, Fire Department or Code Enforcement Officers are authorized to enforce this ordinance.
- b. Police Officers, Fire Fighters, or Code Enforcement Officers shall have the discretion to cite offenders criminally or issue administrative citations.
- c. If violators are not present on the property, in the case of an administrative citation, landlords, property managers, and property owners will be notified certified mail.

Penalties

- a. The administrative fine that shall be imposed for a violation of the First (1st) Addendum to Ordinance # 07-002 shall be one thousand dollars (\$1,000) for the first (1st) violation, two thousand five hundred dollars (\$2,500) for the second (2nd) violation, and five thousand dollars (\$5,000) for a third (3rd) or more violation.

Administrative Fine Appeal

Any recipient of an administrative citation shall contact City Hall to pay the administrative citation cost or request to file an appeal of the administrative citation. The appeal process is described below.

- a. Upon receipt of the citation in person, or if received by mail, the recipient will have **fifteen (15) business days** to file an appeal by submitting the fine payment and a written request appealing the citation. Payments can be processed by cash, check, credit, or debit card. The alleged violator can personally make the request to:

City of Calipatria
c/o City Clerk
125 N. Park Avenue
Calipatria, CA 92233

- b. Please note that the appeal window starts upon the date the citation was received, not when the violation occurred.
- c. Citation recipients must pay the fine for the appeal to process. Appeals submitted without payment will be considered incomplete and the recipient will be responsible for the fine if the appeal deadline has passed.
- d. After payment of the appropriate fine filed within the administrative appeal time frame, the matter will be set for a hearing within **thirty (30) days**. This administrative appeal hearing will be heard by a three-person panel, consisting of the City Manager, City Attorney, and a citizen member at large appointed by the City Manager. The three-person panel will have **fifteen (15) calendar days** to issue a determination to the appeal.
- e. If, after this administrative appeal hearing is conducted and the alleged violator is unsatisfied with the three-person panel's ruling, the recipient may appeal to the full city council, who sits as the final arbiter of any dispute. The alleged violator must file his or her appeal within **fifteen (15) business days** after receiving the ruling from the three-person panel.
- f. These rights apply only to administrative citations. Criminal citations will be handled within the customary Court process.

PASSED, ADOPTED, AND APPROVED by the City Council of the City of Calipatria, this 14th day of April 2026.

Michael Luellen, Mayor

ATTEST:

Jane Hurtado, City Clerk

ORDINANCE 07-002

**AN ORDINANCE OF THE CITY OF CALIPATRIA REGULATING THE SALE
AND USE OF FIREWORKS AND OTHER EXPLOSIVE DEVICES WITHIN
THE CITY OF CALIPATRIA**

The City Council of the City of Calipatria does ordain as follows:

Section 1. Definitions:

a. The term “dangerous fireworks” shall have the same definition as provided in California Health & Safety Code Section 12505 and shall include any device classified as such by the State Fire Marshall;

b. The term “exempt fireworks” shall have the same definition as provided in California Health & Safety Code Section 12508 and shall include any device classified as such by the State Fire Marshall;

c. The term “model rocket” shall have the same definition as provided in California Health & Safety Code Section 12519;

d. The term “model rocket engine” shall have the same definition as provided in California Health & Safety Code Section 12520;

e. The term “public display of fireworks” shall have the same definition as provided in California Health & Safety Code Section 12524;

f. The term “pyrotechnics operator” shall have the same definition as provided in California Health & Safety Code Section 12527;

g. The term “pyrotechnics operators license” means a license issued by the State Fire Marshall pursuant to California Health & Safety Code Section 12578 to a person who by examination, experience, and training, has demonstrated the required skill and ability in the use and discharge of fireworks;

h. The term “retail sales license” shall have the same definition as provided in California Health & Safety Code Section 12574;

i. The term “safe and sane fireworks” shall have the same definition as provided in California Health & Safety Code Section 12529 and shall include any device classified as such by the State Fire Marshall pursuant to California Health & Safety Code Section 12562; and

j The term “Uniform Fire Code” shall mean the current Uniform Fire Code.

Section 2. Possession and/or Use of Dangerous or Exempt Fireworks Prohibited:

It shall be a misdemeanor for any person other than a licensed pyrotechnical operator to use or possess dangerous or exempt fireworks within the City Limits of the City of Calipatria.

Any person in violation of this Section may be punished by a fine of not more than \$1,000 and/or a period of confinement in the County Jail not to exceed six months.

Dangerous and exempt fireworks other those in the lawful possession of a licensed pyrotechnics operator are hereby declared a public nuisance and shall be subject to confiscation and proper destruction by any peace officer, the City Fire Chief, and his or her designates.

Section 3. Possession and/or Use of Safe and Sane Fireworks Permitted:

The use of safe and sane fireworks as designated by the State Fire Marshall shall be permitted within the City Limits of the City of Calipatria, provided the following conditions are met:

1. Children under the age of eighteen years old may not use or possess safe and sane fireworks unless they are supervised by an adult over the age of twenty-one;
2. Safe and sane fireworks may not be used within 50 feet of a structure;
3. When using safe and sane fireworks, a method to extinguish small fires, such as an approved fire extinguisher, a garden hose, or a large bucket of water must be immediately at hand;
4. Safe and sane fireworks must not be used within 50 feet of any dry vegetation;
5. Safe and sane fireworks must not be used within 100 feet of any flammable liquid; and
6. On the Fourth of July, safe and sane fireworks displays may occur on City Streets in residential neighborhoods. However users of safe and sane fireworks must not unreasonably impede traffic;

Anyone using safe and sane fireworks in a manner inconsistent with the foregoing, or in a manner deemed unsafe by the Fire Chief, his or her designate, or any peace officer with jurisdiction in the City of Calipatria shall be creating a public nuisance. Any peace officer, the Fire Chief or his or her designate may confiscate and properly destroy any

and all safe and sane fireworks in the possession of any person creating a public nuisance as described herein.

If any peace officer with jurisdiction within City of Calipatria, the Fire Chief or his or designate witnesses a fireworks display wherein any dangerous or exempt firework is used, the use of said fireworks shall be deemed a public nuisance. In that event, any peace officer with jurisdiction within the City Limits of the City of Calipatria, the Fire Chief or his or her designate shall immediately confiscate any and all fireworks in the possession of the individuals participating or observing said fireworks display, regardless of classification. The confiscated fireworks shall be disposed of properly by the Calipatria Fire Department.

Section 4. Sale of Safe and Sane Fireworks:

The City Council of the City of Calipatria may issue permits to sell safe and sane fireworks within the City Limits of the City of Calipatria to any person or entity that possesses a retail sales license issued by the State Fire Marshall.

Any licensed retailer wishing to obtain a permit for the sale of safe and sane fireworks within the City Limits of the City of Calipatria shall apply for and obtain a City Business license. Thereafter, the licensed retailer shall submit to an interview with the Fire Chief. At that interview, the licensed retailer shall provide the Fire Chief proof of a retailers license issued by the State Fire Marshall, proof a liability policy with coverage limits of not less than one million dollars, and shall demonstrate his or her familiarity with the provisions of the California Health & Safety Code, and the regulations promulgated by the State Fire Marshall as they pertain to the sale of safe and sane fireworks. Following successful completion of that interview, the Fire Chief shall place the licensed retailer's request for a permit on the City Council's agenda for the next available regularly scheduled meeting.

Whenever a licensed retailer's request to obtain a permit to sell safe and sane fireworks shall be before the City Council, the Fire Chief shall attend the meeting and make a report and recommendation to the City Council regarding the request. The report shall consist of the results of the applicant's interview, and a report of any past problems or lack thereof experienced by the Fire Department or Police Department with the applicant. The Fire Chief shall make a recommendation to the Council regarding whether or not a permit should be issued. The decision to issue the permit shall be within the sole discretion of the City Council.

The City Council by resolution may establish limits on the number of permits that shall be issued for sale periods established by the State Fire Marshall. In no event shall the City Council issue more than four permits for any sale period established by the State Fire Marshall.

A permit issued by the City Council is non-transferable. The permit shall be specifically

Ord07002

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applicable to a specific sale period established by the State Fire Marshall. The permits are non-renewable. Applicants must re-apply for any subsequent sales period established by the State Fire Marshall.

All properly permitted licensed retailers must comply with all applicable provisions of the California Health & Safety Code, the regulations promulgated by the State Fire Marshall and the Uniform Fire Code.

By accepting a permit to sell safe and sane fireworks in the City of Calipatria the licensed retailer consents to the inspection and search of his or her retail fireworks stand and storage facility at anytime by the Fire Chief, his or her designate, or any peace officer with jurisdiction within the City Limits of the City of Calipatria.

Any permitted licensed retailer that is found to be in violation of any provision of the California Health & Safety Code, the regulations promulgated by the State Fire Marshall or the Uniform Fire Code, shall be maintaining a public nuisance and said licensed retailer's permit shall be subject to immediate revocation by the Fire Chief.

All permitted licensed retailers selling safe and sane fireworks within the City Limits of the City of Calipatria shall be required to provide a flyer to each and every purchaser of fireworks summarizing the provisions of this ordinance applicable to the use of safe and sane fireworks and the prohibition against dangerous and exempt fireworks. The required text of said flyer shall be provided to the retailer upon issuance of the permit. Reproduction of the flyer shall be at the retailer's expense.

Section 5. Public Displays of Fireworks:

The City Council may issue permits for public displays of fireworks to any individual, entity or organization wishing to stage a public display of fireworks within the City Limits of the City of Calipatria.

Any applicant wishing to obtain a permit for a public display of fireworks must submit to an interview with the Fire Chief prior to applying to the City Council. The Fire Chief shall insure that the public display of fireworks will be supervised by a licensed pyrotechnics operator, and shall determine the nature, extent and location of the public display planned by the applicant. Thereafter, the Fire Chief shall place the request on the agenda for Council consideration.

When the matter comes before the City Council for consideration, the Fire Chief shall make a report and recommendation regarding the issuance of the permit and any conditions that should be imposed on the issuance of the permit.

Conditions that may be recommended by the Fire Chief include, but are not limited to: requiring the applicant to pay for standby fire suppression equipment, requiring the

applicant to provide liability insurance naming the City as additional insured, requiring the applicant to provide traffic control, and requiring the display to be held at a location established by the Fire Chief.

Section 7. Model Rockets:

The use of model rockets as defined by California Health & Safety Code Section 12519 and model rocket engines as defined by California Health & Safety Code Section 12520 is permitted only after obtaining permission of the Fire Department.


Any person wishing to fly model rockets within the City Limits of Calipatria must contact the Fire Department and explain when and where said applicant intends to fly his or her rockets. If the time and location are reasonably calculated to avoid a hazard to persons and property then the Fire Department may issue the applicant a permit.

FIRST READING WAS PASSED AND APPROVED at a regular meeting of the city council of the City of Calipatria on this 13th day of February 2007 by the following vote:

AYES: Nelson, Beltran, Vasquez, Navarro

NAYES: None

ABSENT: O'Malley



Raul Navarro, Mayor

ATTEST:

By 
Catherine Hoff, City Clerk

I, Catherine Hoff, City Clerk of the City of Calipatria, California, do hereby certify that the **SECOND READING** of Ordinance 07-002 was duly and regularly adopted at a regular meeting of the city council of the City of Calipatria, California held on the 27th day of February 2007 by the following vote:

AYES: Nelson, O'Malley, Beltran, Vasquez, Navarro

NAYES: None

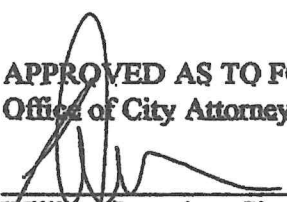
ABSENT: None



Raul Navarro, Mayor



Catherine Hoff, City Clerk

APPROVED AS TO FORM:
Office of City Attorney


William Smerdon, City Attorney

STATE OF CALIFORNIA}
COUNTY OF IMPERIAL}
CITY OF CALIPATRIA}

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CALIPATRIA CITY COUNCIL AGENDA ITEM

Date Submitted: April 10, 2026
Submitted By: Laura Gutierrez, City Manager
Council Meeting Date: April 14, 2026

Discussion / Action

Subject: Acceptance of Funding Agreement for CAP8-11 City of Calipatria–Freeman Street AB617 North–Imperial Paving Project.

Background:

The City submitted an application for AB 617 funding in December 2025 to support the paving of Freeman Street, between Brown Avenue and Industrial Avenue. On February 23, 2026, the AB 617 Board approved the City’s proposal for this project.

In order to proceed, the City is required to return a fully executed (wet signature) Funding Agreement, along with the required Certificate of Insurance. Once these documents are submitted, the Funding Agreement will be presented to the Imperial County Board of Supervisors for their review and approval.

Following approval by the County Board, the City may proceed with the bidding process and initiate construction of the project.

Recommendation:

Staff recommends the City Council authorize the City Manager to execute the agreement and submit.

Fiscal Impact:

Fund 22 LTA Measure D \$120,748.00

FUNDING AGREEMENT
Community Air Protection Incentives Program Year 8
Paving Project
City of Calipatria

THIS AGREEMENT FOR FUNDING (“Agreement”), made and entered into this _____ day of _____, 2026, by and between IMPERIAL COUNTY AIR POLLUTION CONTROL DISTRICT, an air pollution control district formed and existing pursuant to California Health and Safety Code section 40002 (“ICAPCD”), and City of Calipatria, a municipal corporation of the State of California (“GRANTEE”) (individually, “PARTY” collectively, “PARTIES”) shall be as follows:

RECITALS

WHEREAS, in 2025, the North End Phase I AB 617 Community (“Community”) developed a Community Emissions Reduction Program (“CERP”) to address local air quality concerns as part of the state-wide Community Air Protection Program; and

WHEREAS, as part of CERP development, the Community was granted funding by the California legislature for the implementation of projects for reducing pollutant emissions or community exposure through mobile source, stationary source, and community-identified projects and strategies; and

WHEREAS, various strategies were identified during CERP development, with one of these key strategies being *Paving Projects*; and

WHEREAS, GRANTEE submitted an application to ICAPCD seeking funding in the amount of six hundred eighty-four thousand two hundred thirty-eight dollars and zero cents (\$684,238.00) for the paving of approximately 11,063 square feet of unpaved area at Freeman Street in the City of Calipatria (“PROJECT”) in an attempt to mitigate PM₁₀; and

WHEREAS, ICAPCD presented the PROJECT to the Community on February 23, 2026, and the Community approved the PROJECT funding as presented; and

WHEREAS, ICAPCD is authorized to enter into this Agreement under the provisions of California Health and Safety Code section 40701; and

WHEREAS, ICAPCD desires to provide such funding to GRANTEE as approved by the Community, subject to the terms and conditions provide for herein.

NOW THEREFORE, for and in consideration of the mutual promises set out herein, ICAPCD and GRANTEE have and hereby agree as follows:

1. INCORPORATION OF RECITALS.

1.1. PARTIES hereby certify that to the best of their knowledge, the above recitals are true and correct.

1.2. The above recitals are hereby adopted and incorporated within this Agreement.

2. DEFINITIONS.

2.1. “Scope of Work” shall mean the application submitted by GRANTEE entitled “Application for Proposals: Paving Projects Imperial County Community Emission Reduction Program (CERP) for the North End Phase 1 Community – City of Calipatria,” dated 12/18/25. The Scope of Work is attached hereto as **Exhibit “A”** and incorporated herein by this reference.

2.2. “Request for Proposals” shall mean the document entitled “Imperial County Air Pollution Control District – Request for Proposals (RFP) for AB 617 Paving Projects”. Request for Proposals is attached hereto as **Exhibit “B”** and incorporated herein by this reference.

3. CONTRACT COORDINATION.

3.1. The Air Pollution Control Officer, or his/her designee, shall be the representative of ICAPCD for all purposes under this Agreement. The Air Pollution Control Officer, or his/her designee, is hereby designated as Contract Manager for ICAPCD. He/she shall supervise the progress and execution of this Agreement.

3.2. GRANTEE shall assign a single Contract Manager to have overall responsibility for the progress and execution of this Agreement. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute Contract Manager for any reason, the Contract Manager designee shall be subject to the prior written acceptance

and approval of ICAPCD’s Contract Manager.

4. SCOPE OF WORK.

GRANTEE shall provide all materials and labor to perform this Agreement consistent with the Scope of Work and Request for Proposals, attached hereto as **Exhibit “A”** and **Exhibit “B”** respectively. In the event of a conflict amongst this Agreement, Scope of Work, and Request for Proposals, this Agreement shall take precedence.

In the event of a conflict among this Agreement, the Request for Proposal and the “Application for Proposals: Paving Projects Imperial County Community Emission Reduction Program (CERP) for the North Imperial Phase I Community - “City of Calipatria”, the Request for Proposal shall take precedence over the Application and this Agreement shall take precedence over both.

5. WORK TO BE PERFORMED BY GRANTEE

- 5.1.** GRANTEE shall comply with all terms, conditions, and requirements of the Scope of Work and this Agreement.
- 5.2.** GRANTEE shall perform such other tasks as necessary and proper for the full performance of the obligations assumed by GRANTEE hereunder.
- 5.3.** GRANTEE shall:
 - 5.3.1.** Procure all permits and licenses, pay all charges and fees, and give all notices that may be necessary and incidental to the due and lawful prosecution of the work to be performed by GRANTEE under this Agreement;
 - 5.3.2.** Keep itself fully informed of all existing and proposed federal, State and local laws, ordinances, regulations, orders and decrees which may affect those under this Agreement;
 - 5.3.3.** At all times observe and comply with, and cause all of its employees to observe and comply with all of said laws, ordinances, regulations, orders and decrees mentioned above; and
 - 5.3.4.** Immediately report to ICAPCD’s Contract Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in relation to any provisions of this Agreement.

6. REPRESENTATIONS BY GRANTEE

- 6.1. GRANTEE represents and warrants that it is a lawful entity possessing all required licenses and authorities to do business in the State of California and perform all aspects of this Agreement.
- 6.2. GRANTEE represents and warrants that the person or people executing this Agreement on behalf of GRANTEE have the authority of GRANTEE to sign this Agreement and bind GRANTEE to the performance of all duties and obligations assumed by GRANTEE herein.
- 6.3. GRANTEE represents and warrants that any employee, contractor, and/or agent who will be performing any of the duties and obligations of GRANTEE herein possess all required licenses and authorities, as well as the experience and training, to perform such tasks.
- 6.4. GRANTEE understands that ICAPCD considers the representations made herein to be material and would not enter into this Agreement with GRANTEE if such representations were not made. GRANTEE understands and agrees that in the course of performance of this Agreement, GRANTEE may be provided with information or data considered by ICAPCD to be confidential. ICAPCD shall clearly identify such information and/or data as confidential.
- 6.5. GRANTEE shall take all necessary steps necessary to maintain such confidentiality, including but not limited to restricting the dissemination of all material received to those required to have such data in order for GRANTEE to perform under this Agreement.

7. TERM OF AGREEMENT.

- 7.1. This Agreement shall commence upon the execution of the Agreement by both PARTIES and shall terminate ten (10) years from the date that the PROJECT becomes operational, unless otherwise terminated as provided for in this Agreement.
- 7.2. The foregoing term of the Agreement shall be divided into the following two timelines:
 - 7.2.1. The “Project Completion” timeline, which shall begin upon the execution of this Agreement, and shall end on the date that the PROJECT becomes operational, including the period of construction, as confirmed by the ICAPCD’s post-inspection conducted in accordance with CAP Incentives Guidelines, Imperial County CERP Program: Project Plan Paving Program and other applicable rules,

regulations, policies and procedures. The Project Completion timeline shall be completed according to the **Exhibit “A”** provided by the GRANTEE, unless extended by the Air Pollution Control Officer; and

7.2.2. The “Project Implementation” timeline, which shall begin upon the date that the PROJECT becomes operational as confirmed by the ICAPCD’s post-inspection and shall end upon termination of this Agreement as set forth above. During the Project Implementation period, the GRANTEE is required to operate and maintain their PROJECT according to the **Exhibit “A”** and.

7.3. The PARTIES agree that time is of the essence in the completion of the PROJECT, and that ICAPCD shall monitor all progress related to the GRANTEE to ensure it is completed in a timely fashion. For purposes of this Agreement, “timely fashion” shall mean the PROJECT shall be completed as specified in **Exhibit “A”**. Any requests for extensions of time to perform in a timely fashion shall be in writing and forwarded to the attention of the ICAPCD’s Air Pollution Control Officer. All requests shall outline the factual basis for the extension request.

7.4. GRANTEE shall submit periodic status reports to ICAPCD’s Air Pollution Control Officer that illustrate GRANTEE’s progress toward completion of the PROJECT.

8. FUNDING.

8.1. The total funding under this Agreement shall not exceed **six hundred eighty-four thousand two hundred thirty-eight dollars and zero cents (\$684,238.00)**. No guarantee of funds shall be made until **Exhibit “A”** is fully executed. Work done prior to the execution of this Agreement is at GRANTEE’s own cost and expense.

8.2. Except as provided in Paragraph 8.1, ICAPCD shall not be responsible to pay GRANTEE any additional funding, compensation, out-of-pocket expenses, fees, or other remuneration unless otherwise agreed to in writing by both PARTIES.

8.3. PARTIES understand and agree that the maximum amount of funding awarded under this Agreement shall not exceed the PROJECT incremental costs.

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8.4. PARTIES certify that the maximum amount of funding awarded under this Agreement complies with any applicable funding caps and other criteria for the specific Project category as identified in the Imperial County CERP Program: Project Plan Paving Program Guidelines.

9. **PAYMENT OF FUNDING.**

9.1. GRANTEE shall submit invoices on a quarterly basis for work performed during each quarter. GRANTEE shall receive funding for the PROJECT after invoices have been received by ICAPCD and the work performed has been reviewed, inspected and approved to be in accordance with Exhibit “A” and Exhibit “B” by ICAPCD.

9.2. ICAPCD shall not provide funding for work that is not included in a quarterly invoice unless otherwise agreed to in writing by both PARTIES.

10. **METHOD OF PAYMENT.**

Upon the satisfactory completion of the PROJECT, GRANTEE may expect to receive funding within a reasonable time thereafter, and in any event, in the normal course of business, within thirty (30) days after ICAPCD has approved the completion of the PROJECT in accordance with Exhibit “A” and Exhibit “B”.

11. **PUBLIC FUNDING FROM OTHER SOURCES.**

11.1. GRANTEE understands and agrees that unless it is a public agency, it is generally prohibited from applying for or receiving other public funds for this PROJECT.

11.1.1. Notwithstanding the above, GRANTEE may apply for and receive additional funding for this PROJECT from the following sources:

- a) Tax credits;
- b) Tax deductions;
- c) Public rebates;
- d) Public loans;
- e) DISTRICT penalty funds;
- f) Federal programs to reduce Greenhouse Gas (“GHG”) emissions;
- g) Funding provided by the Alternative and Renewable Fuel and Vehicle Technology

Program;

- h) CARB Low Carbon Transportation Investment funds to reduce GHG emissions.
- i) Tax deductions;
- j) Public rebates;
- k) Public loans;
- l) DISTRICT penalty funds;
- m) Federal programs to reduce Greenhouse Gas (“GHG”) emissions;
- n) Funding provided by the Alternative and Renewable Fuel and Vehicle Technology Program;
- o) CARB Low Carbon Transportation Investment funds to reduce GHG emissions.

11.1.2. GRANTEE understands and agrees that the total public funding received by GRANTEE for this PROJECT during the term of this Agreement cannot exceed six hundred eighty-four thousand two hundred thirty-eight dollars and zero cents (\$684,238.00). For the purposes of Subparagraph 11.1.2, total public funding shall not include tax credits, tax deductions, public rebates, public loans, or ICAPCD penalty funds.

11.2. GRANTEEs receiving co-funding from other sources for the project must meet all criteria associated with each funding source used.

11.3. GRANTEE must certify that they have disclosed all funding sources that they have applied for or received for the PROJECT, and that the GRANTEE will notify the ICAPCD of additional sources of funding received for the total cost of the PROJECT, including any sources that become available after Agreement execution.

12. MULTIPLE APPLICATIONS/CONTRACTS PROHIBITED.

12.1. GRANTEE agrees, by signing this Agreement for this PROJECT, GRANTEE shall not submit another application or sign another contract for the PROJECT with any other source of CAP Incentives Program funds, including but not limited to, other air pollution management or control districts, or the CARB that have not already been disclosed to ICAPCD.

12.2. If GRANTEE is found to have submitted multiple applications or signed multiple contracts for the PROJECT, then GRANTEE shall, at a minimum, be disqualified from funding for the

PROJECT from all applicable funding sources, and may also be banned from submitting future applications to any and all CAP Incentives Program solicitations.

12.3. Violation of this Section may result in the ICAPCD or CARB levying fines and/or pursuing other civil or criminal remedies against GRANTEE.

13. **PREVAILING WAGE, REGISTRATION, APPRENTICESHIP, AND OTHER REQUIREMENTS.**

13.1. GRANTEE is hereby on notice that the work to be performed under this Agreement in connection with the PROJECT may be subject to the prevailing wage, registration, apprenticeship, and other provisions of the California Labor Code.

13.2. In the event a determination is made by the California Department of the Industrial Relations (“DIR”) that said work under the PROJECT is "public works" within the meaning of the California Labor Code, the GRANTEE agrees to the fullest extent permitted by law to indemnify, defend, protect and hold ICAPCD and its representatives, officers, directors, designees, employees, agents, successors and assigns harmless from any and all claims, expenses, liabilities, causes of action, demands, losses, penalties, attorneys' fees and costs, in law or equity, of every kind and nature whatsoever arising out of or in connection with the GRANTEE’s failure to comply with such a determination, and further agrees to abide by the following provisions:

13.2.1. Prevailing Wage. GRANTEE shall require its contractor and subcontractors to pay all workers employed on the PROJECT the higher of either the rates determined by the Director of DIR, or when applicable, the Davis-Bacon Federal wage rates as supplemented by the Department of Labor regulations.

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(a) Copies of the State prevailing rate of per diem wages are on file with the Department of Industrial Relations, Division of Apprenticeship Standards,

445 Golden Gate Avenue, San Francisco, California, and at the Imperial County Department of Public Works, and are available to GRANTEE and any other interested PARTY upon request.

- (b) GRANTEE’s contractor shall post the prevailing rate of per diem wages at the PROJECT work site.
- (c) GRANTEE is responsible for compliance with the provisions herein.

13.2.2. Mandatory Registration with the Department of Industrial Relations - NEW REQUIREMENTS PURSUANT TO SB 854.

- (a) GRANTEE’s contractor and their subcontractors shall be registered with the DIR and pay all applicable fees as set forth in Labor Code section 1725.5.
- (b) GRANTEE shall not select a contract unless the contractor is registered with the DIR pursuant to Labor Code section 1725.5. The requirements of this section shall apply unless one of the limited exceptions provided under Labor Code Section 1771.1(a) applies.
- (c) GRANTEE shall not award any contract for public work on a public works project (awarded on or after April 1, 2015) to a contractor unless the contractor is registered with the DIR pursuant to Labor Code section 1725.5.
- (d) The work on the PROJECT described herein may be subject to compliance monitoring and enforcement with the DIR.
- (e) For further information concerning compliance with SB 854, please visit: <http://www.dir.ca.gov/Public-WorksISB854.html>.

13.2.3. Cognizance of Violations by ICAPCD.

- (a) GRANTEE understands and agrees that ICAPCD shall take cognizance of

violations of Chapter 1 of Part 7 of Division 2 of the California Labor Code committed in the course of the execution of this Agreement, and shall promptly report any suspected violations to the Labor Commissioner.

(b) If applicable, GRANTEE may bring an action in a court of competent jurisdiction to recover from ICAPCD the difference between the wages actually paid to an employee and the wages that were required to be paid to an employee pursuant to Chapter 1 of Part 7 of Division 2 of the California Labor Code, any penalties required to be paid pursuant to Chapter 1 of Part 7 of Division 2 of the California Labor Code, and costs and attorney's fees related to the action, if either of the following is true:

(i) ICAPCD previously affirmatively represented to GRANTEE in writing, in the call for bids, or otherwise, that the work was not a “public work,” as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code; or

(ii) ICAPCD received actual written notice from the Department of Industrial Relations that the work is a “public work,” as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code, and failed to disclose that information to GRANTEE before the bid opening or award.

13.2.4. Prevailing Wage Rates and Payroll Records.

(a) GRANTEE shall require its contractor and their subcontractors to comply with §§ 1775 and 1776 of the California Labor Code relating to the payment of prevailing wage and the maintenance of certified payroll records and to make the certified payroll records available for inspection at all reasonable hours at the contractor’s principal office. The responsibility for

compliance with these provisions is fixed with the GRANTEE's contractor, who the GRANTEE must inform, and the contractor must understand and agree, that it shall, as a penalty to GRANTEE, forfeit specific monetary fines for each worker paid less than the prevailing wage rates as determined by the Labor Commissioner for the work or craft in which the worker is employed for any work done pursuant to this Agreement.

- (b) GRANTEE's contractor shall be liable for penalties when a subcontractor fails to pay its workers the general prevailing rate of per diem wages and any of the following conditions are met:
 - (i) GRANTEE's contractor had knowledge of the failure of the subcontractor to pay the specified prevailing rate of wages to those workers; or
 - (ii) GRANTEE fails to comply with the following requirement: The contract executed between GRANTEE and its contractor for the performance of work on the PROJECT shall include a copy of the provisions of California Labor Code §§ 1771, 1775, 1776, 1777.5, 1813 and 1815; and
 - (iii) GRANTEE fails to comply with the following requirement: GRANTEE shall monitor the payment of the specified general prevailing rate of per diem wages by its contractor to its employees, by periodic review of the certified payroll records of the contractor; and
 - (iv) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, GRANTEE shall diligently take corrective action to halt or rectify the failure,

including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the PROJECT; and

- (v) Prior to making final payment to its contractor for work performed on the PROJECT, GRANTEE shall obtain an affidavit signed under penalty of perjury from its contractor that the contractor has paid the specified general prevailing rate of per diem wages to his or her employees on the PROJECT work and any amounts due pursuant to California Labor Code § 1813.

132.5. Work Day and Work Week Requirements.

- (a) GRANTEE agrees to require its contractor and their subcontractors to comply with §§ 1810 through 1815 of the California Labor Code and, when applicable, sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 3700 et seq., as supplemented by the Department of Labor regulations, which provide that contractor's workers and their subcontractors' workers may not be required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week.
- (b) Work performed by employees of GRANTEE's contractor and their subcontractors in excess of eight (8) hours per day, and forty (40) hours during any one (1) week, shall be compensated for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.
- (c) The responsibility for compliance with these provisions is fixed with GRANTEE's contractor and their subcontractor, who the GRANTEE must inform, and the contractor must understand and agree, that as a penalty to

GRANTEE, forfeit specific monetary fines to GRANTEE should GRANTEE's contractor or their subcontractors fail to comply with the provisions contained within this paragraph.

13.2.6. Apprenticeship Requirements.

- (a) GRANTEE agrees to require its contract to comply with §§ 1777.5, 1777.6 and 1777.7 of the California Labor Code relating to the employment of apprentices and to provide ICAPCD with copies of any contract award information and verified statements of the journeyman and apprentice hours performed pursuant to this Agreement as required by § 1777.5(e).
- (b) The responsibility for compliance with these provisions is fixed with GRANTEE's contractor and their subcontractors for all apprenticeable occupations, where journeymen in the craft are employed on the public work, in a ratio of not less than one (1) apprentice for each five (5) journeymen (unless an exemption is granted in accordance with § 1777.5) and GRANTEE's contractor and their subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public work solely on the ground of race, religious creed, color, national origin, ancestry, sex, or age, except as provided in California Labor Code § 3077.
- (c) If the PROJECT work falls within the jurisdiction of California Labor Code § 1777.5, ICAPCD shall, within five (5) days of the award, send a copy of the award to the Division of Apprenticeship Standards. In addition, ICAPCD shall notify the Division of Apprenticeship Standards of a finding of any discrepancy regarding the ratio of apprentices to journeymen within five (5) days of the finding.

13.2.7. Labor Standards Compliance Requirements.

- (a) It is GRANTEE's contractor's responsibility to provide all labor compliance documentation from their subcontractors completely and accurately in a timely manner. GRANTEE's contractor is responsible to review promptly and then forward on all required documentation to GRANTEE per the time schedules in the Labor Compliance Handout. Included with the Labor Compliance Handout, GRANTEE's contractor will provide training, documentation requirements, forms, etc., at the preconstruction conference or at a time designated by GRANTEE.
- (b) In the event, during the review process of labor compliance documentation from GRANTEE's labor compliance monitor, inaccurate, missing or incomplete information was provided, the labor compliance monitor will request from GRANTEE's contractor the items, revisions and documentation needed. The cost of this additional labor compliance enforcement shall be borne by GRANTEE's contractor.

14. COMPLIANCE WITH PROGRAM GUIDELINES AND FEDERAL, STATE, AND LOCAL LAWS.

- 14.1. GRANTEE represents and warrants that any employee, contractor, subcontractor, or agent who will be performing any of the duties and obligations required by this Agreement shall possess all required licenses and authorities, as well as the experience and training, to perform such tasks.
- 14.2. GRANTEE certifies that the PROJECT meets all the eligibility requirements of the CAP Incentives and that the PROJECT shall be operated in a manner consistent with the CAP Incentives Guidelines.

14.3. GRANTEE certifies that the PROJECT shall be in compliance with all applicable federal, State, and local air quality laws, regulations, rules, policies, and procedures in force at the time of this Agreement’s execution.

14.4. During the term of this Agreement, GRANTEE agrees to maintain compliance with all applicable federal, State, and local air quality laws, regulations, rules, policies, and procedures.

15. **TIME FOR COMPLETION OF THE WORK.**

15.1. The PARTIES agree that time is of the essence in the performance of this Agreement.

15.2. Time extensions may be allowed for delays caused by ICAPCD, other governmental agencies, or factors not directly brought about by the negligence or lack of due care on the part of GRANTEE

15.2.1. Such requests for extension shall be in writing and shall be forwarded to the attention of the ICAPCD Contract Manager.

15.2.2. All requests for extension outline the factual bases for the request.

16. **MAINTENANCE.**

16.1. Throughout the term of this Agreement, GRANTEE shall maintain the PROJECT in operating condition for continued emissions reduction.

16.2. Throughout the term of this Agreement, GRANTEE shall continue to use the PROJECT area as originally stated in this Agreement and **Exhibit “A”**. GRANTEE shall not repurpose the PROJECT or PROJECT area.

17. **RECORD RETENTION AND EXAMINATION.**

17.1. GRANTEE shall maintain books, records, documents, reports and other materials developed under this Agreement as follows:

17.1.1. GRANTEE shall maintain all reports, documents, and records, which demonstrate performance under this Agreement for a minimum period of five (5) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

17.12. Any records or documents required to be maintained by GRANTEE pursuant to this Agreement shall be made available to ICAPCD, California Air Resources Board (CARB), or their designee for inspection or audit at any time during GRANTEE's regular business hours; provided that ICAPCD or CARB provides GRANTEE with seven (7) days advanced written or e-mail notice. Copies of such documents shall, at no cost to ICAPCD or CARB, be provided to ICAPCD or CARB for inspection at GRANTEE's address indicated for receipt of notices under this Agreement.

18. REPORTING REQUIREMENTS.

18.1. By November 1 and continuing every year thereafter in which this Agreement remains in effect, GRANTEE shall complete and submit an Annual Report to the ICAPCD. Annual report submission must commence no later than 18 months after the PROJECT post-inspection. The Annual Report shall adhere to the format and content requirements found within Chapter 3, Section U of the CAP Incentives Guidelines and will include a picture of the PROJECT. In the case the post-inspection is conducted on or after May 1, the first Annual Report shall be completed and submitted on November 1 of the following year. The reporting requirements ends with submission of the report corresponding to the last year covered with in the project implementation life.

18.2. GRANTEE shall also promptly complete and return any surveys or other requested information required by the ICAPCD.

18.3. Noncompliance with these reporting requirements shall result in mandatory on-site monitoring and/or inspection by the ICAPCD.

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19. EMISSION REDUCTION CREDITS.

- 19.1. Throughout the Agreement term, the PROJECT must not be used to generate credits or compliance extensions, and must be excluded when determining regulatory requirements.
- 19.2. GRANTEE acknowledges that receipt of the funding awarded herein prohibits GRANTEE from applying for any type of emission reduction credit program for this PROJECT, including but not limited to:
 - 192.1. Emission Reduction Credit (ERC);
 - 192.2. Mobile Emission Reduction Credit (MERC); and/or
 - 192.3. Certificate of Advanced Placement (CAP).
- 19.3. The above prohibition shall apply to all emission reduction credit programs managed by any Air Quality Management or Air Pollution Control Districts within the State.

20. **COOPERATION IN DETERMINING EMISSION BENEFITS.**

By executing the Agreement, the GRANTEE understands and agrees to use the PROJECT according to the terms of the Agreement and to cooperate with the ICAPCD and CARB in implementation, monitoring, enforcement, and other efforts to assure the emissions benefits are impactful to the needs of the communities in which the PROJECT will operate, and that the PROJECT is responsive to identified community priorities and guidance.

21. **SUSPENSION OF AGREEMENT.**

ICAPCD's Contract Manager shall have the authority to suspend this Agreement, in whole or in part, for such period as deemed necessary due to unfavorable conditions or to the failure on the part of GRANTEE to perform any provision of this Agreement.

22. **ABILITY TO PERFORM.**

22.1. Any failure by either PARTY to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other PARTY, unless such period is extended by mutual written consent, shall constitute a default under this Agreement. Any notice given pursuant to this section shall specify the nature of the alleged failure and, where possible, the manner in which the failure may be satisfactorily cured.

22.2. Upon failure to cure as herein provided, the party alleging the failure may terminate this Agreement or institute legal or equitable proceedings to enforce this Agreement.

22.3. GRANTEE shall not have the right to transfer all or any portion of its interest, rights and obligations under this Agreement except in conjunction with the transfer of a like interest in the GRANTEE. Any transfer of an equity interest in the GRANTEE shall require assumption by the transferee of a proportional part of the rights and obligations hereunder. Notwithstanding such transfer, GRANTEE shall remain responsible for the full performance of the rights and obligations imposed upon GRANTEE herein.

23. **TERMINATION.**

23.1. Any failure by either PARTY to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other PARTY, unless such period is extended by mutual written consent, shall constitute a default under this Agreement. Any notice given pursuant to this section shall specify the nature of the alleged failure and, where possible, the manner in which the failure may be satisfactorily cured.

23.2. Upon failure to cure as herein provided, the PARTY alleging the failure may institute legal or equitable proceedings to enforce this Agreement.

24. **ON-SITE INSPECTIONS AND AUDITS.**

24.1. GRANTEE agrees that the ICAPCD, CARB, or their designee shall have the right to access the PROJECT to perform an inspection and/or audit necessary for monitoring and enforcement during the term of this Agreement.

24.2. The ICAPCD and CARB shall have the authority to fine GRANTEE and/or seek any other remedies available under the law for noncompliance with CAP Incentives Program requirements or failure to fully perform under this Agreement.

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24.3. GRANTEE shall furnish ICAPCD or CARB with every reasonable opportunity for ICAPCD or CARB to ascertain that the work being performed by GRANTEE is in

accordance with the requirements and intentions of this Agreement. The inspection of such work shall not relieve GRANTEE of any of its obligations to fulfill its Agreement as prescribed.

25. INTEREST OF GRANTEE.

- 25.1. GRANTEE covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder.
- 25.2. GRANTEE covenants that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed.
- 25.3. GRANTEE certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of ICAPCD.

26. INDEMNIFICATION.

To the greatest extent permitted by law, GRANTEE agrees to indemnify, defend, protect and hold harmless ICAPCD and its representatives, officers, directors, designees, employees, successors and assigns from and against any and all claims, actions, demands, liabilities, damages, losses, and expenses of whatever kind, which are in any manner in whole or in part, or which are caused or contributed to in whole or in part, or which are claimed to be caused or contributed to in whole or in part even though such claims may be groundless, false, or fraudulent, by any willful misconduct or negligence or anyone acting under GRANTEE's direction in connection with or incident with the services provided hereunder, unless the same be caused by the sole or concurrent negligence or willful misconduct of ICAPCD.

27. INSURANCE REQUIREMENTS.

- 27.1. GRANTEE hereby agrees, at its sole cost and expense, to obtain and maintain in full force during the entire term of this Agreement (or extended term thereof) the following types of insurance as detailed below:
 - 27.1.1. Commercial General Liability. Coverage in a minimum amount of one million dollars (\$1,000,000) per occurrence including but not limited to accidents, including personal injury, death, and property damage.
 - 27.1.2. Commercial Automobile Liability. Coverage in a minimum amount of one million dollars (\$1,000,000) combined single limit.

27.13. Professional Liability.

Workers' Compensation.

- (a) Coverage, if applicable, in full compliance with California statutory requirements, for all employees of GRANTEE
- (b) Prior to the commencement of any work, GRANTEE shall sign and file with ICAPCD the following certification: "I am aware of the provisions of California Labor Code §§3700 et seq. which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."
- (c) This certification is included in this Agreement and signature of the Agreement shall constitute signing and filing of the certificate.
- (d) GRANTEE understands and agrees that any and all employees, regardless of hire date, shall be covered by Workers' Compensation pursuant to statutory requirements prior to beginning any work on the PROJECT.
- (e) Worker's Compensation coverage shall not be required if GRANTEE does not, at any time, have any employees during the term of this Agreement, and any extension thereof.
 - (i) If GRANTEE does not have any employees, initial here_____.
 - (ii) Should status change, GRANTEE shall immediately notify ICAPCD in writing and comply with the insurance requirements above.

27.14. Employers Liability.

- (a) Coverage, if applicable, in the minimum amount of one million dollars (\$1,000,000) per accident for bodily injury and disease.
- (b) Employer's Liability coverage shall not be required if GRANTEE does not, at any time, have any employees during the term of this Agreement, and any extension thereof.
 - (i) If GRANTEE does not have any employees, initial here_____.

- (ii) Should this status change, GRANTEE shall immediately notify ICAPCD in writing and comply with the insurance requirements above.

27.2. Special Insurance Requirements. All insurance required shall:

- 27.2.1.** Be procured from California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide, acceptable to ICAPCD. A rating of at least A-VII shall be acceptable to ICAPCD; lesser ratings must be approved in writing by ICAPCD.
- 27.2.2.** Be primary coverage as respects ICAPCD and any insurance or self-insurance maintained by ICAPCD shall be in excess of GRANTEE's insurance coverage and shall not contribute to it.
- 27.2.3.** Name the Imperial County Air Pollution Control District and the County of Imperial and their officers, employees, and volunteers as additional insured on all policies, except Workers' Compensation insurance, and provide that ICAPCD may recover for any loss suffered by ICAPCD due to GRANTEE's negligence.
- 27.2.4.** State that it is primary insurance and regards ICAPCD and County of Imperial as additional insureds and contains a cross-liability or severability of interest clause
- 27.2.5.** Not be canceled, non-renewed or reduced in scope of coverage until after thirty (30) days written notice has been given to ICAPCD. GRANTEE may not terminate such coverage until it provides ICAPCD with proof that equal or better insurance has been secured and is in place. Cancellation or change without prior written consent of ICAPCD shall, at the option of ICAPCD, be grounds for termination of this Agreement.

27.3. Additional Insurance Requirements.

- 27.3.1.** ICAPCD is to be notified immediately of all insurance claims. ICAPCD is also to be notified if any aggregate insurance limit is exceeded.
- 27.3.2.** The comprehensive or commercial general liability shall contain a provision of endorsements stating that such insurance:
 - (a) Includes contractual liability;
 - (b) Does not contain any exclusions as to loss or damage to property caused

by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to by insurers as the "XCU Hazards;"

- (c) Does not contain a "pro rata" provision which looks to limit the insurer's liability to the total proportion that its policy limits bear to the total coverage available to the insured;
- (d) Does not contain an "excess only" clause which require the exhaustion of other insurance prior to providing coverage;
- (e) Does not contain an "escape clause" which extinguishes the insurer's liability if the loss is covered by other insurance;
- (f) Includes ICAPCD and County of Imperial as additional insureds.
- (g) States that it is primary insurance and regards ICAPCD and County of Imperial as additional insureds and contains a cross-liability or severability of interest clause.

27.4. Deposit of Insurance Policy. Promptly on issuance, reissuance, or renewal of any insurance policy required by this Agreement, GRANTEE shall, if requested by ICAPCD, provide ICAPCD satisfactory evidence that insurance policy premiums have been paid together with a duplicate copy of the policy or a certificate evidencing the policy and executed by the insurance company issuing the policy or its authorized agent.

27.5. Certificates of Insurance. GRANTEE agrees to provide ICAPCD with the following insurance documents on or before the effective date of this Agreement:

27.5.1. Complete copies of certificates of insurance for all required coverages, including additional insured endorsements, shall be attached hereto as **Exhibit "C"** and incorporated herein.

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27.5.2. The documents enumerated in this Paragraph shall be sent to the following:

County of Imperial

Risk Management Department 940
Main Street, Suite 101
El Centro, CA 92243

and

Imperial County Air Pollution Control District 150
South 9th Street
El Centro, CA 92243

27.6. Additional Insurance. Nothing in this, or any other provision of this Agreement, shall be construed to preclude GRANTEE from obtaining and maintaining any additional insurance policies in addition to those required pursuant to this Agreement.

28. **INDEPENDENT CONTRACTOR.**

28.1. Nothing contained herein shall be construed to create, and the PARTIES hereto expressly disclaim any intent to create, any form of agency relationship, joint venture, or partnership.

28.2. GRANTEE on its own behalf, and on the behalf of its agents and employees, agrees that GRANTEE is acting as an independent contractor, and not as an agent, officer or employee of ICAPCD.

28.3. GRANTEE is not an employee of ICAPCD and is only responsible for the requirements and results specified by this Agreement.

28.4. GRANTEE shall be responsible to ICAPCD only for the requirements and results specified by this Agreement and except as specifically provided in this Agreement, shall not be subject to ICAPCD's control with respect to the physical actions or activities of GRANTEE in fulfillment of the requirements of this Agreement.

28.5. GRANTEE is not, and shall not be, entitled to receive from, or through, ICAPCD, and ICAPCD shall not provide, or be obligated to provide, GRANTEE with Workers' Compensation coverage or any other type of employment or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of ICAPCD.

28.6. GRANTEE shall not be entitled to have ICAPCD withhold or pay, and ICAPCD shall not withhold or pay, on behalf of GRANTEE, any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program, or any other type

of pension, annuity, or disability program required or provided by any federal, state, or local law or regulation.

- 28.7. GRANTEE shall not be entitled to participate in, or receive any benefit from, or make any claim against any ICAPCD fringe benefit program, including, but not limited to, ICAPCD's pension plan, medical and health care plan, dental and eye care plan, life insurance plan, or any other type of benefit program, plan, or coverage designated for, provided to, or offered to ICAPCD's employees.
- 28.8. ICAPCD shall not withhold or pay, on behalf of GRANTEE, any federal, state, or local tax, including, but not limited to, any personal income tax, owed by GRANTEE.
- 28.9. GRANTEE is, and at all times during the term of this Agreement, shall represent and conduct itself as an independent contractor, not as an employee of ICAPCD.
- 28.10. GRANTEE shall not have the authority, express or implied, to act on behalf of, bind, or obligate ICAPCD in any way without the written consent of ICAPCD.

29. **ASSIGNMENT.**

Neither this Agreement nor any duties or obligations hereunder shall be assignable by GRANTEE without the prior written consent of ICAPCD.

30. **NON-DISCRIMINATION.**

- 30.1. During the performance of this Agreement, GRANTEE and its subcontractors GRANTEE shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over forty (40)), marital status and denial of family care leave.
- 30.2. GRANTEE and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- 30.3. GRANTEE and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285 et seq.).

- 30.4. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- 30.5. The applicable regulations of §504 of the Rehabilitation Act of 1973 (29 U.S.C. §794 (a)) are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- 30.6. GRANTEE and its subcontractors shall give written notice of their obligations under Section 30 to labor organizations with which they have a collective bargaining or other agreement.
- 30.7. GRANTEE shall include the nondiscrimination and compliance provisions of Section 30 in all subcontracts to perform work under this Agreement.

31. NOTICES.

- 31.1. Any notice by either PARTY to the other shall be personally delivered to the PARTY or sent by certified mail, return receipt requested, to the addresses set forth below:

ICAPCD:
Imperial County Air Pollution Control District
150 South 9th Street
El Centro, CA 92243
Telephone: 442-265-1800
Attn: Belen Leon-Lopez,
Air Pollution Control Officer

GRANTEE:
City of Calipatria
125 North Park Ave.
Calipatria, CA 92233
Telephone: 760-348-4141
Attn: Laura Gutierrez
City Manager

and

Imperial County Air Pollution Control District
Clerk of the District Board of Directors
940 West Main Street, Suite 209
El Centro, CA 92243
Attn: Cynthia Medina, Clerk of the Board of Supervisors

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- 31.2. Notice shall be deemed to have been delivered only upon receipt by the PARTY, seventy-two (72) hours after deposit in the United States mail, or twenty-four (24) hours after deposit with an overnight carrier.
- 31.3. The addressees and addresses for purposes of this Section may be changed to any other

addressee and address by giving written notice of such change. Unless and until written notice of change of addressee and/or address is delivered in the manner provided in this Section, the addressee and address set forth in this Agreement shall continue in effect for all purposes hereunder.

32. ENTIRE AGREEMENT.

This Agreement contains the entire contract between ICAPCD and GRANTEE relating to the transactions contemplated and supersedes all prior or contemporaneous agreements, understandings, provisions, negotiations, representations, or statements, either written or oral.

33. MODIFICATION.

No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing and signed by both PARTIES.

34. CAPTIONS.

Captions in this Agreement are inserted for convenience of reference only and do not define, describe, or limit the scope or the intent of this Agreement or any of the terms thereof.

35. PARTIAL INVALIDITY.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

36. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.

36.1. As used in this Agreement, and whenever required by the context thereof, each number, both singular and plural, shall include all numbers, and each gender shall include all genders.

36.2. GRANTEE as used in this Agreement or in any other document referred to in or made a part of this Agreement shall likewise include the singular and the plural, a corporation, a partnership, individual, firm or person acting in any fiduciary capacity as executor, administrator, trustee or in any other representative capacity or any other entity.

36.3. All covenants herein contained on the part of GRANTEE shall be joint and several if more than one person, firm, or entity executes the Agreement.

37. LIMITATIONS.

37.1. This Agreement and any funding awarded to GRANTEE hereunder are subject to the provisions and limitations imposed by the California Health and Safety Code.

37.2. ICAPCD shall have no liability for any funding or expenses that are found to be in contravention to the California Health and Safety Code.

37.3. GRANTEE shall reimburse DISTRICT for any funding and expenses paid by DISTRICT to GRANTEE that are later determined to be in contravention to the California Health and Safety Code.

38. **NON-ASSIGNABLE.**

No performance to be rendered or payment due under this Agreement may be delegated or assigned.

39. **WAIVER.**

No Waiver of any breach or of any of the covenants or conditions of this Agreement shall be construed to be a waiver of any other breach or to be a consent to any further or succeeding breach of the same or any other covenant or condition.

40. **CHOICE OF LAW.**

This Agreement shall be governed by the laws of the State of California. This Agreement is made and entered into in Imperial County, California. To the extent permitted by law, any action brought by either PARTY with respect to this Agreement shall be brought in a court of competent jurisdiction within said County.

41. **AUTHORITY.**

41.1. Each individual executing this Agreement on behalf of GRANTEE represents and warrants that:

41.1.1. He/She is duly authorized to execute and deliver this Agreement on behalf of GRANTEE; and

41.1.2. Such execution and delivery is in accordance with the terms of any Articles of Incorporation or Partnership, by-laws, or Resolutions of GRANTEE and;

41.2. This Agreement is binding upon GRANTEE accordance with its terms.

///

41.3. GRANTEE shall deliver to ICAPCD evidence acceptable to ICAPCD of the foregoing within thirty (30) days of execution of this Agreement.

42. **COUNTERPARTS.**

This Agreement (as well as any amendments hereto) may be executed in any number of counterparts, each of which when executed shall be an original, and all of which together shall constitute one and the same Agreement. No counterparts shall be effective until all PARTIES have executed a counterpart hereof.

43. **REVIEW OF AGREEMENT TERMS.**

This Agreement has been reviewed and revised by legal counsel for both ICAPCD and GRANTEE, and no presumption or rule that ambiguities shall be construed against the drafting PARTY shall apply to the interpretation or enforcement of the same or any subsequent amendments thereto.

44. **NON-APPROPRIATION.**

This Agreement is based upon the availability of public funding. In the event that public funds are unavailable and not appropriated for the performance of the work set forth in this Agreement, the Agreement shall be terminated without penalty after written notice to GRANTEE of the unavailability and/or non-appropriation of funds.

[Signatures on Following Page]

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed the day and year first above written.

Imperial County Air Pollution Control District

City of Calipatria

By: _____
Peggy Price, Chairwoman
District Board

By: _____
Laura Gutierrez,
City Manager

ATTEST:

Cynthia Medina, Clerk of the District Board,
Imperial County Air Pollution Control District

APPROVED AS TO FORM:

Geoffry P. Holbrook,
County Counsel

By: _____
Kelly Ranasinghe,
Deputy County Counsel

EXHIBIT “A”

Scope of Work

**Application for Proposals:
Paving Projects**

**Imperial County Community Emissions Reduction Program (CERP) for the
North End Phase 1 Community**



The Imperial Community Emissions Reduction Program (CERP) for the North End Phase 1 Community and associated emission and exposure reduction projects are part of California Climate Investments, a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment — particularly in disadvantaged communities.

RECEIVED BY E-MAIL

DEC 18 2025

**AIR POLLUTION
CONTROL DISTRICT**

Paving Project Proposal Application

Date	<u>12/11/2025</u>
Project	<u>Freeman Street Paving Project between Industrial Avenue & Brown Avenue</u> Please give your project a brief title
Beneficiary	<u>City of Calipatria</u> Who benefits from this project? (ex. City of Brawley)

Applicant Information

Name	<u>Laura Gutierrez</u>
Agency	<u>City of Calipatria</u>
Company	<u></u>
Title	<u>City Manager</u>
Address	<u>125 North Park Avenue</u>
City	<u>Calipatria</u>
State	<u>California</u>
Zip Code	<u>92233</u>

Contact Information

Telephone	<u>(760) 348-4141</u>
E-mail	<u>l_gutierrez@calipatria.com</u>
Other	<u></u>

Project Summary

Please use this section to briefly describe your project. Indicate in this section how your project will meet environmental goals or have an environmental benefit.

<p>The City of Calipatria plans to utilize AB 617 funds to pave a 552' x 60' undeveloped segment of Freeman Street between Industrial Avenue and Brown Avenue. The project will consist of new pavement, curbs and gutter, and sidewalks per the city's standard details and specifications. Even though the project site is unpaved, surrounding residents still traverse through the dirt segment in order to connect to Industrial Avenue. During this traversal, loose dirt and other particulate matter (PM) are emitted into the air and disbursed to the nearby residential homes by the wind. As development in the area continues, traffic within the project site is expected to rise from approximately 20 vehicle trips per day to at least 50 vehicle trips per day once all the adjacent vacant properties have been developed. This will significantly reduce the overall PM emitted from windblown dust and vehicles to the surrounding residential neighborhoods, park, and other sensitive receptors.</p>

Scope of Work

Describe the type of paving project:

Unpaved Road(s) Unpaved Parking Lot(s) Other (specify) _____

Identify the location of the project site

i.e., address, Assessor Parcel Number (APN), and/or cross streets

The project site is a 552' x 60' segment of Freeman Street between Industrial Avenue and Brown Avenue.

Describe the current use of the project site

ex. unpaved staff parking lot, unpaved access road, unpaved fire lane, etc.

The project site is currently utilized as an unpaved street within a residential zone.

Describe the existing condition of the project site

i.e., surface conditions, accessibility issues

The project site consists of an unpaved 552' x 60' street segment within a residential zone. The street will need to be paved to reduce the amount of particulate matter emitted by wind and passing vehicles.

Describe any existing mitigation measures currently implemented.

Please include any measure implemented to reduce visible dust emissions in terms of application, frequency and type. (ex. entire lot is watered twice per day).

No mitigation measures are being implemented to reduce visible dust at this time, due to the lack of resources and city budget constraints.

Size of paving project (miles, acres, or square footage) 552 linear feet

Current vehicle use of the project (# vehicles per day or event, frequency of use) 20 vehicles per day

Identify the type of documentation available to help substantiate vehicle miles

Visitor Records _____

Traffic Counter _____

Other (specify) Estimate based on the number of homes in the area

Identify the expected vehicle use of the project once paved (# vehicles per day or event, frequency of use) 20 vehicles per day (Refer to Attachment C)

Provide a list of sensitive receptors (i.e., schools, daycares, residences) within 1,000 feet of the project

Name of Location	Distance from Project
Residential Properties	Within 1,000 feet of the project site
Hernandez Park	Park 790 feet from the project site
Warehouse/Businesses	60 feet from the project site

Scope of Work – Continued

Describe the project goals and objectives

Freeman Street is identified as a local street in the City's General Plan. A local street is a road that allows residents to connect to Collector Streets with primary emphasis on land access. Freeman Street specifically is intended to provide vehicular and pedestrian connectivity for the residents in the vicinity to connect to the west side of the city and other parts of Imperial County. Freeman Street is used to connect to Industrial Avenue, onto Young Road, and Highway 115. Residents in this portion of Calipatria are low-income and underserved. The goal of this pavement project is to minimize air pollution caused by vehicles driving on the dirt road as well as provide sidewalks to be utilized by non-motorized transportation to further assist in minimizing vehicle emissions. Furthermore, paving this portion of Freeman Street would assist the city in promoting the development of affordable housing in the area by minimizing the cost of building roadway infrastructure.

Describe any co-benefits the project may have (ex. improved accessibility, improved surface conditions, sustainable features).

The proposed 552' x 60' road segment is located within a zone designated for residential developments. There is a total of seventeen (17) undeveloped residential parcels directly adjacent to the project site which relies on Freeman Street for access, and an additional ten (10) single family homes directly east of the site. Given that the project site is composed entirely of dirt, particulate matter (PM) emitted from windblown dust and vehicles are a common occurrence in the immediate area. Grant funds will be used to significantly improve the surface condition and accessibility of the project site to accommodate future developments in the surrounding area. The improved surface condition will also reduce particulate matter PM emissions in and around the project site. PM reductions will be further reduced as adjacent parcels are developed and connectivity with surrounding neighborhoods and transportation corridors in Calipatria is achieved.

Provide an estimated timeline for project implementation, assuming the project is notified of grant approval within 60 days of submittal of this application.

Date	Action
1/5/26	Grant Approval
5/20/26	Design Phase Completion (Preparation of Plans, Specifications, Contract Documents, & Estimates)
7/28/26	Construction Contract Award
8/24/26	Construction Commencement
11/24/26	Construction Completion
1/22/27	Project Closeout

Describe the measures that will be utilized to ensure completion of the project within the indicated time

The City of Calipatria will remain in contact with the Imperial County Air Pollution Control District (ICAPCD) during the project phases. During construction, the contractor will provide the City of Calipatria with weekly progress reports and the City of Calipatria will forward them to the ICAPCD to serve as an update on the project status. The ICAPCD will be able to conduct a site visit when they deem necessary during and after construction in order to ensure the project is maintained and completed on schedule.

Identify the key individuals responsible for project implementation and their roles.

Name	Title/Position	Project Role
Laura Gutierrez	City Manager	Authorized Signatory
Edgar "Eddie" Self	Public Works Director	
Natasha Saucedo	Administrative Assistant	

Project Funding

Describe the estimated eligible costs of the project:

Supplies, Equipment, and Materials \$313,495
Labor and Construction \$256,495
Signs and Interpretive Aids Communicating Information about the Project \$5,000
Total Eligible Project Cost \$574,990

Additional:

Non-Construction Costs (Up to 20% of Grant Request) \$114,998
Contingency Costs (Up to 20% of Grant Request) \$114,998

What is the requested funding amount for eligible project costs, Non-Construction costs and Contingency cost?

\$684,238

How much additional funding has been secured for this project?

Amount: \$120,748 Source: City Funds

Project Commitment

The applicant commits to the following requirements:

- Applicant is the owner of the area to be paved or has authority to pave the area from a legally binding document such as a long-term lease agreement for the duration of the project life
- Applicant will maintain the project during the entire contract period, 10 years
- Applicant will make the project available for inspection if requested ICAPCD and/or CARB staff during the entire contract period, 10 years
- Project will be sufficiently utilized as demonstrated in the application
- All property taxes are current as of the time of this application
- Applicant will obtain any permits required to do the project
- Applicant or their sponsor has financial capacity to complete, operate, and maintain the project
- Any funds required from other sources will be available on the timeframe needed to carry out the project
- Photo documentation will be provided upon project completion
- Photo documentation will be provided annually to demonstrate ongoing project maintenance
- Project will comply with ICAPCD Rule 801
- Project will comply with ICAPCD Rule 805
- Project will comply with the applicable municipal codes and ordinances.

Date 12.18.2025

Signature 



COMMUNITY AIR PROTECTION INCENTIVES REGULATORY COMPLIANCE STATEMENT

As an applicant/participant of the Community Air Protection Incentives, I declare:

I am in compliance with, and will remain in compliance with, and do not have any outstanding/unresolved/unpaid Notices of Violations (NOV) or citations for any federal, state, or local air quality regulation including, but not limited to, the following:

- Cargo Handling Equipment Regulation
- Commercial Harbor Craft Regulation
- Drayage Truck Regulation (including dray-off trucks)
- In-Use Off-Road Diesel Vehicle Regulation
- Marine Shore Power Regulation
- Off-Road Large Spark Ignition Fleet Regulation
- Portable Diesel Airborne Toxic Control Measure
- Public Agency and Utility Rule
- Sleeper Berth Truck Idling Regulation
- Solid Waste Collection Vehicle Regulation
- Statewide Truck and Bus Regulation
- Stationary Engine Airborne Toxic Control Measure
- Transit Fleet Rule

I certify under penalty of perjury that the information provided is accurate.

Authorized Signature: _____

Date: _____

12-18-2025

1. Authorized Representative's Name: Laura Gutierrez		
2. Authorized Representative's Title: City Manager		
3. Legal Owner Name: City of Calipatria		
4. Company Name:		
5. Street Address: 125 North Park Avenue		
6. City: Calipatria	7. State: CA	8. Zip code: 92233
9. Phone: (760) 348-4141	10. Email: l.gutierrez@calipatria.com	

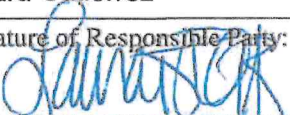
**CALIFORNIA AIR RESOURCES
BOARD COMMUNITY AIR
PROTECTION INCENTIVES
DISCLOSURE STATEMENT**

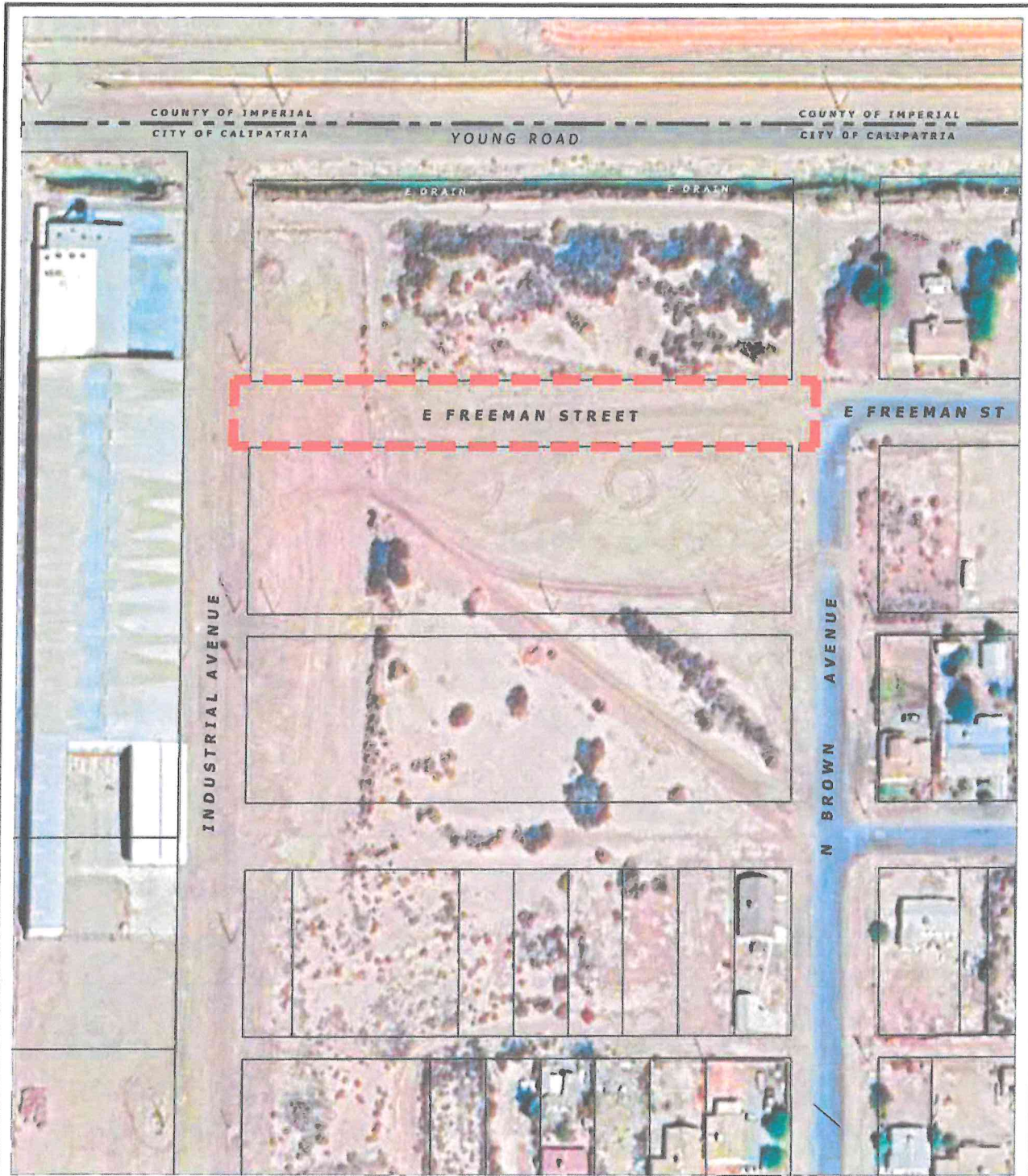
Have you applied for or been awarded other grants for the listed in this application?	
<input type="checkbox"/> Yes, complete section below	<input checked="" type="checkbox"/> No, skip the remaining items in this table and sign below
Agency Applied to:	
Date of Application:	
Funding Amount:	
Project Included In This Request (list project location):	
Status of Application:	
<input type="checkbox"/> Cancelled	<input type="checkbox"/> Pending
<input type="checkbox"/> Funded	<input type="checkbox"/> Other, explain:

(photocopy this page when blank to complete if this project is included in separate funding/grant requests)

By signing below, the Applicant hereby certifies the following:

- (1) Applicant has disclosed to the Grantor/District any and all other grant or funding applications it has directly or indirectly submitted to any other air pollution control districts or air quality management districts for the same specific project.
- (2) Applicant agrees not to submit other Community Air Protection Incentives applications or sign other contracts or Grant Agreements for the same specific project with any other source of funds, including but not limited to, other state or local air pollution control district or the California Air Resources Board for a multi-district solicitation. Applicant further agrees and understands that this Grant Agreement shall, at a minimum, be immediately terminated and may result in the Applicant being banned from submitting future applications to any and all Community Air Protection Incentives administering air pollution control district or air quality management district if it is discovered that the Applicant has submitted multiple applications or signed multiple contracts or grant agreements, not previously disclosed, for the same project as set forth in this Grant Agreement.
- (3) Applicant has disclosed the value of any current financial incentive that directly reduces the project price, including tax credits or deductions, grants, or other public financial assistance, for the same project and certifies that the funding requested in the Grant Agreement has been reduced by the amount of this financial incentive.
- (4) Applicant understands that if it is found to be in violation of the terms and conditions of this Grant Agreement and/or this Disclosure Statement, the California Air Resources Board may levee fines and/or seek criminal charges to the fullest extent allowed by law against the Applicant, including but not limited to the Business and Professional Code and California Health and Safety Code Section 43016.

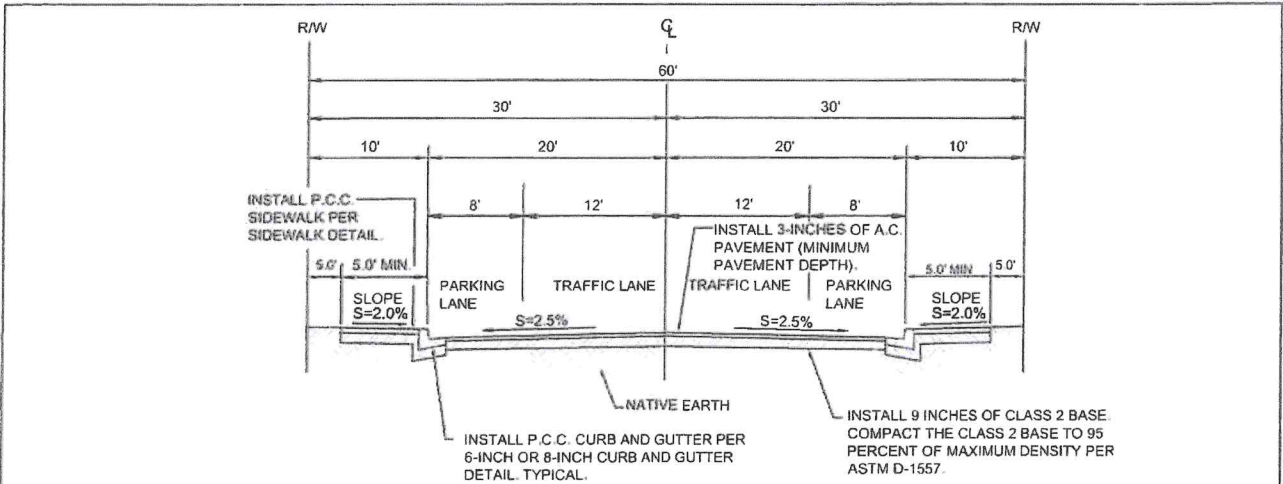
Printed Name of Responsible Party: Laura Gutierrez	Title: City Manager
Signature of Responsible Party: 	Date: 12.18.2025



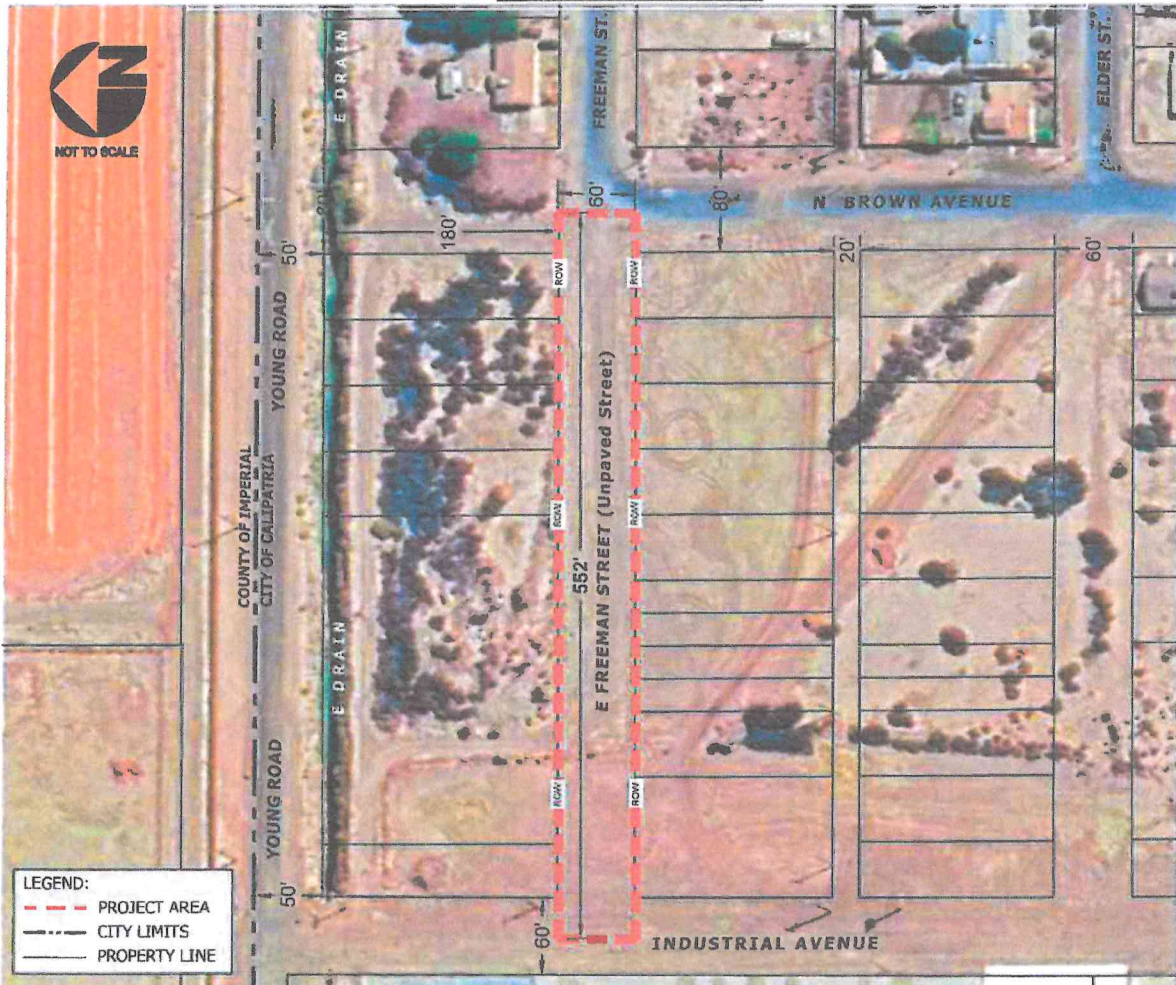
LEGEND:

- PROJECT AREA
- CITY LIMITS
- PROPERTY LINE

<p>The Holt Group, Inc. ENGINEERING PLANNING SURVEYING</p> <p>1601 NORTH IMPERIAL AVENUE (E. CENTER), CALIFORNIA 92243</p>		<p>NOT TO SCALE</p>	<p>Freeman Street between Industrial Avenue & Brown Ave. Calipatria, CA.</p>	<p>VICINITY MAP MAP</p>
(60) 237-3883				<p>PROJECT No: THG 142.355 DATE: 12/12/2025</p>



TYPICAL SECTION



The Holt Group, Inc.
ENGINEERING PLANNING SURVEYING

1101 ROAD 101 IMPERIAL AVENUE EL CENTRO, CALIFORNIA 92522

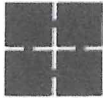
(760) 237-2113

FREEMAN STREET IMPROVEMENTS
BETWEEN INDUSTRIAL & BROWN AVENUE
CALIPATRIA, CA



SITE PLAN

DATE 10/28/2025



The
Holt
Group

1601 N. Imperial Ave.
El Centro, CA 92243
760.337.3883
760.337.5997 (fax)
www.theholtgroup.net

Municipal Design · Infrastructure Engineering · Construction Management · Land Surveying



CITY OF CALIPATRIA
FREEMAN STREET IMPROVEMENTS BETWEEN INDUSTRIAL AND BROWN AVENUES

DATE: DECEMBER 11, 2025

THG PROJECT No 142.355

ENGINEER'S OPINION OF PROBABLE COST ESTIMATE

Item No	Item	Units of Measure	Price Per Unit	Estimated Quantity	Total Amount
CONSTRUCTION COST					
1	MOBILIZATION	LUMP SUM	--	--	\$ 50,000.00
2	CLEAR AND GRUB	LUMP SUM	--	--	\$ 5,000.00
3	DEMOLITION - SAWCUTTING OF PAVEMENT/P.C.C. INFRASTRUCTURE, REMOVAL AND DISPOSAL OF EXISTING PAVEMENT/P.C.C. INFRASTRUCTURE/NATIVE MATERIAL.	LUMP SUM	--	--	\$ 25,000.00
4	GRADE EXISTING NATIVE SURFACE TO SUB-BASE DESIGN GRADE.	CYD	\$60.00	1,470	\$ 88,200.00
5	NATIVE SHOULDER BACKING	SYD	\$5.00	690	\$ 3,450.00
6	INSTALL 3 INCHES OF A.C. PAVEMENT.	TONS	\$220.00	450	\$ 99,000.00
7	INSTALL 9 INCHES OF CLASS 2 BASE MATERIAL BENEATH PAVEMENT.	TONS	\$50.00	1,370	\$ 68,500.00
8	INSTALL 4 INCH THICK, 5 FOOT WIDE P.C.C. SIDEWALK	SF	\$12.00	4,070	\$ 48,840.00
9	INSTALL 6 INCHES OF GRANULAR SAND MATERIAL BENEATH P.C.C. SIDEWALK.	TONS	\$50.00	150	\$ 7,500.00
10	INSTALL 4 INCH THICK P.C.C. ADA COMPLIANT CURB RETURN.	SF	\$25.00	1,280	\$ 32,000.00
11	INSTALL 6 INCHES OF CLASS 2 BASE MATERIAL BENEATH P.C.C. ADA COMPLIANT CURB RETURN.	TONS	\$50.00	50	\$ 2,500.00
12	INSTALL 6 INCH THICK P.C.C. RESIDENTIAL DRIVEWAY.	SF	\$20.00	3,300	\$ 66,000.00

Item No	Item	Units of Measure	Price Per Unit	Estimated Quantity	Total Amount
CONSTRUCTION COST					
13	INSTALL 9 INCHES OF CLASS 2 BASE MATERIAL BENEATH P.C.C. DRIVEWAY.	TONS	\$50.00	190	\$ 9,500.00
14	SIGNAGE AND STRIPING	LUMP SUM	--	--	\$ 8,000.00
15	IMPLEMENT TRAFFIC CONTROL.	LUMP SUM	--	--	\$ 7,500.00
16	IMPLEMENT EROSION CONTROL PLAN	LUMP SUM	--	--	\$ 10,000.00
17	CONSTRUCTION STAKING	LUMP SUM	--	--	\$ 9,000.00
18	GEOTECHNICAL TESTING	LUMP SUM	--	--	\$ 30,000.00
(A)	ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST ESTIMATE				\$ 569,990.00
(B)	Supplies, Equipment, and Materials - 55% of (A)				\$ 313,495.00
(C)	Labor and Construction - 45% of (A)				\$ 256,495.00
(D)	Signs and Interpretive Aids Communicating Information about the Project				\$ 5,000.00
(E)	TOTAL ELIGIBLE PROJECT COST - SUM OF (B) through (D)				\$ 574,990.00
NON-CONSTRUCTION COST					
(F)	PROJECT ADMINISTRATION - 8% of (E)				\$ 45,999.00
(G)	CONSTRUCTION MANAGEMENT - 12% of (E)				\$ 68,999.00
(H)	NON-CONSTRUCTION COST TOTAL - (F) + (G)				\$ 114,998.00
(I)	CONTINGENCY - 20% of (E)				\$ 114,998.00
(J)	TOTAL PROJECT COSTS - (E) + (H) + (I)				\$ 804,986.00
(K)	REQUESTED FUNDING AMOUNT - 85% of (J)				\$ 684,238.00
(L)	CITY OF CALIPATRIA COST SHARING - 15% of (J)				\$ 120,748.00

EXHIBIT “B”
Request for Proposals

**Imperial County Air Pollution Control District –
Request for Proposals (RFP) for
AB 617 Paving Projects**

The Imperial County Air Pollution Control District (ICAPCD) is accepting proposals to reduce particulate matter emissions (PM10 and PM2.5) from paving unpaved lots and roads within the Assembly Bill (AB) 617 Community Corridor of Brawley-Westmorland-Calipatria. Proposals must be in accordance with the Imperial County Air Pollution Control District Project Plan for the Paving Program, with applicants committing to the following criteria in order to be considered for funding grants:

- *Applicant must be the owner of the area to be paved or have authority to pave the area from a legally binding document such as a long-term lease agreement for the duration of the project life.*
- *Applicant must maintain the paved area and make project available for inspection if requested by ICAPCD and/or CARB staff during the entire contract period.*
- *Paved area must be sufficiently utilized as demonstrated in the application.*
- *All property taxes must be current at the time of application and recipient is responsible for obtaining any permits required to do the project.*
- *Applicant or their sponsor must have the financial capacity to complete, operate, and maintain the project.*
- *If selected, applicant must provide proof of bid advertisement (e.g., newspaper).*
- *Project must meet all State of California and Imperial County Paving regulations.*
- *With exception of schools, cost sharing is required for municipal entities and non-profit organizations at 15% of total eligible project costs (i.e., AB 617 incentive funds will cover maximum of up to 85% of eligible project costs) and private and any other entities at 40%.*

Routine maintenance and rehabilitation projects **are not eligible for funding**, and applicants may not claim emission reduction credits from the project during contract period. All proposals are due to the ICAPCD no later than the **close of business (5:00 pm) on Friday October 31, 2025**, unless prior alternate arrangements are made with the ICAPCD. Please submit a hard copy of your proposal(s) to the following at ICAPCD:

**Adriana Carrillo
Special Projects Coordinator II
150 South Ninth Street
El Centro, CA 92243**

Applications, and the ICAPCD Project Plan for the Paving Program which includes all Program Requirements, can be found at <https://www.icab617community.org/>. Please contact Adriana Carrillo with any questions regarding this RFP at (442) 265-1800 or adrianacarrillo@co.imperial.ca.us.

EXHIBIT “C”
Certificates
of Insurance