



AGENDA

Regular Meeting of the Calipatria City Council and Successor Agency to the Former Redevelopment Agency

City Council Chambers
125 North Park Avenue
Calipatria, CA 92233

Tuesday, October 28, 2025
Closed Session at 5:30 pm
Open Session at 6:00 pm

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

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

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

NOTICE TO THE PUBLIC

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

5:30 P.M. CLOSED SESSION

CALL TO ORDER:

ROLL CALL:

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

CITY COUNCIL ADJOURNS TO CLOSE SESSION

CONFERENCE WITH LEGAL COUNSEL:

1. CONFERENCE WITH LEGAL COUNSEL -

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

54956.9

Number of Potential Cases: 3

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (SECTION 54956.8)

APN: 023-070-007 (portion of)

Property Address: 440 W Main Street

Agency Negotiator: City Manager

a. Negotiating Parties: Imperial Trucking, LLC
Negotiation: Potential for Lease and Terms

b. Negotiating Parties: Imperial Valley Resource Management Agency
Negotiation: Potential for Lease and Terms

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.

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. ICTC-TOD Grant Letter of Support for Communities without Transit Centers
2. Minutes: September 29, 2025- Special Meeting and October 14, 2025

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

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

1. Approve/Disapprove: Appointment of City Representative to the County of Imperial Airport Land Use Commission

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

2. Approval of Lease Agreement with the County of Imperial for the Meyer Memorial Library

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

DISCUSSION/DIRECTION (RECOMMEND/DENY):

1. Discussion/Direction: Unsolicited, proposal Letter of Intent for Solar and Energy Conservation program via a No Cost Energy Generation, and IT Assessment for the City of Calipatria.

SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY (DISCUSSION/ACTION):

1. Approve/Disapprove: RESOLUTION NO. 2025-01-SA

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR
 AGENCY TO THE CALIPATRIA REDEVELOPMENT AGENCY
 APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE
 26-27 A & B FOR THE PERIOD OF JULY 2026 THROUGH JUNE 2027 AND
 APPROVING CERTAIN RELATED ACTIONS

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, November 11, 2025, at 6:00 pm

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: October 24, 2025



October 28, 2025

David Aguirre
Executive Director
Imperial County Transportation Commission
1503 N Imperial Avenue, Suite 92243

RE: TOD Grant Letter of Support for Communities without Transit Centers

Dear Mr. Aguirre,

The City of Calipatria supports the application of the Imperial County Transportation Commission to the FY 2026-27 California Sustainable Transportation Planning Grant Program to provide funding to develop a comprehensive strategic transit-oriented development (TOD) plan to integrate housing, land use and public transportation around key transportation corridors. We understand that the project would include transit center planning for our community given the lack of an existing significant transit facility.

The City supports the project purpose to encourage people to shift away from personal vehicles toward alternative transportation by increasing the attractiveness of public transit and active transportation to reduce energy consumption and vehicle emissions and increase mobility and accessibility for all including low mobility groups. We concur the plan should consider and incorporate strategies and complete streets elements to improve active transportation safety and transit service at and around a new transit center or key bus stops.

We look forward to hearing that the Imperial County Comprehensive Strategic TOD Plan was awarded funds from the FY 2026-27 California Sustainable Transportation Planning Grant Program.

Sincerely,

Michael Luellen
Mayor

Laura Gutierrez

From: Marlene Flores <marleneflores@imperialctc.org>
Sent: Friday, October 24, 2025 2:14 PM
To: Laura Gutierrez
Cc: David Aguirre
Subject: Request for Letter of Support – Sustainable Transportation Planning Grant Application- City of Calipatria
Attachments: TOD Grant Support Letter_communitas without Transit Centers.docx
Importance: High

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

Hello Laura ,

The Imperial County Transportation Commission (ICTC) is submitting a grant application to Caltrans under the Sustainable Transportation Planning Grant Program to develop a comprehensive planning document that strategically evaluates Transit-Oriented Development (TOD) opportunities around key transportation corridors and key transit bus stops in the communities of Calipatria, Heber, Holtville, Seeley and Westmorland.

The goals of this effort are to further the development of housing and economic opportunities within these communities, increase transit ridership, and reduce auto trips within the corridors. We fully envision all participating communities contributing to the development of this document.

As part of the application process, we are respectfully requesting a Letter of Support from the City of Calipatria. For your convenience, I've attached a draft Letter of Support for your review and consideration. If your agency wishes to include specific information or priorities related to your community, please feel free to modify the letter accordingly.

Given the upcoming deadline, we kindly request that letters of support be submitted to ICTC by November 13, 2025.

Please feel free to reach out if you have any questions or need additional information regarding this request.

Thank you for your time and continued support.

Marlene Flores | Regional Senior Transportation Planner
Imperial County Transportation Commission (ICTC)
1503 N. Imperial Ave., Suite 104
El Centro, CA 92243
Office: 760.592.4494
Fax: 760.592.4497
Mobile: 760. 604.0686
Email: marleneflores@imperialctc.org
ICTC Website: www.imperialctc.org



**SPECIAL MEETING
TENTATIVE MINUTES**

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

Monday, September 29, 2025

1:00 PM

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

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

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

NOTICE TO THE PUBLIC

Notice is hereby given that the Mayor of the City of Calipatria has called a Special Meeting of the Calipatria City Council to consider the items on this agenda. This is a public meeting. Any member of the public is invited to attend. The City Council welcomes public input during the **Public Comment** period of the sessions.

CALL TO ORDER: 1:07 PM.

ROLL CALL: *Jesse Rivas, Michael Luellen and Sylvia Chavez - Present*
Absent: Fred Beltran and Javier Amezcua

PLEDGE OF ALLEGIANCE & INVOCATION: *Jesse Llanas/Gilbert Otero*

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

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

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

No Comments

PRESENTATION(S):

1. PROCLAMATION – RECOGNIZING OCTOBER 2025 AS BREAST CANCER AWARENESS MONTH

Mayor Michael Luellen presented the Proclamation. 3/0

2. PROCLAMATION - RECOGNIZING OCTOBER 2025 AS DOWN SYNDROME AWARENESS MONTH

Mayor Michael Luellen Presented the Proclamation 3/0

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

1. Approve/Disapprove COPS Funding FY 2023/2024

I. RESOLUTION 25-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIPATRIA APPROVING THE ACCEPTANCE OF STATE CITIZENS OPTIONS FOR PUBLIC SAFETY (COPS) PROGRAM FUNDING FOR FISCAL YEAR 2023-2024

The City, through the State of California Citizens Options for Public Safety (COPS) the Police Department has been allocated \$100,000.00 for fiscal year 2023/2024, there are four (4) items that Chief Fowler is requesting to move forward which is continue from said funds to be used for:

<i>1. Police Officer (Salary/Fringe Benefits) FY 24/25</i>	<i>\$70,000.00</i>
<i>2. Four (4) Getac's</i>	<i>\$14,200.00</i>
<i>3. Training</i>	<i>\$ 5,000.00</i>
<i>4. Overtime</i>	<i>\$10,800.00</i>

MOTION: *Jesse Rivas*

SECOND: *Sylvia Chavez*

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

Absent: F. Beltran and J. Amezcua 3-0

II. RESOLUTION 25-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIPATRIA APPROVING THE ACCEPTANCE OF STATE CITIZENS OPTIONS FOR PUBLIC SAFETY (COPS) PROGRAM FUNDING FOR FISCAL YEAR 2023-2024 (GROWTH)

The City of Calipatria has been allocated \$106,695.99 for fiscal year 2023/2024 that is for GROWTH

Chief Fowler is requesting to move forward which is continue from said funds to be used for:

1. Year 1 of 5 Axon bundle (12 Body Camera/Taser)	\$50,000.00
2. Three (3) Mobile Radio's	\$19,500.00
3. Fully Outfit One (1) vehicle (that the city received)	\$25,995.99
4. Equipment	\$11,200.00

LG: Resolution 25-32 and 25-33 combined together is \$206,695.99, with the approval of these resolutions, we will submit them to the County for funding.

JR: Officers need training, Patrol- is the Sheriff going to cover the gaps and coverage for the City.

CF: Just to let the City of Calipatria know, Calipatria Police Department through the MSL GO a Brawley Youth Organization Soccer Program, we were able to get 29 kids from Calipatria signed up with the program, the first game is October 6, 2025, we have been having practices with Coach Fowler and Assisting Coaches (the three officers).

MOTION: *Jesse Rivas*

SECOND: *Sylvia Chavez*

ROLL CALL VOTE: *JR-Y, ML-Y, SC-Y* Absent: *F. Beltran and J. Amezcua* 3-0

ADJOURNMENT:

Adjournment of the Special Meeting of the Calipatria City Council. The next regular scheduled meeting of the City of Calipatria City Council is Tuesday, October 14, 2025, at 6:00 pm

Close meeting at 1:25 PM.

MOTION: *Jesse Rivas*

SECOND: *Sylvia Chavez*

ROLL CALL VOTE: *JR-Y, ML-Y, SC-Y* Absent: *F. Beltran and J. Amezcua* 3-0

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 Park Avenue, Calipatria, California and on the City of Calipatria's website not less than 24 hours prior to the meeting per Government Code 54954.

Dated: September 25, 2025



TENTATIVE MINUTES

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

**Tuesday, October 14, 2025
Closed Session at 5:30 pm
Open Session at 6:00 pm**

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

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

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

NOTICE TO THE PUBLIC

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5:30 P.M. CLOSED SESSION

CALL TO ORDER: 5:33 PM

ROLL CALL: *Fred Beltran, Jesse Rivas, Michael Luellen and Sylvia Chavez*

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: 3

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (SECTION 54956.8)

APN: 023-070-007 (portion of)
 Property Address: 440 W Main Street
 Agency Negotiator: City Manager
 Negotiating Parties: Imperial Trucking, LLC
 Under Negotiation: Potential for Lease and Terms

3. CONFERENCE WITH LABOR NEGOTIATORS (SECTION 54957.6)

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

CITY COUNCIL CONVENES TO OPEN SESSION

6:00 P.M. OPEN SESSION

CALL TO ORDER: 6:18 PM

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

PLEDGE OF ALLEGIANCE & INVOCATION: *Mr. Edgar Self/Mr. Gilbert Otero*

CITY ATTORNEY: REPORT ON CLOSED SESSION ACTION: *City Manager was provided direction on Items #1 & 3 and was given authority to continue negotiations on Item #2.*

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.

Consent Agenda #1 and #2 Moved to Action Items New/Regular Business (discussion/Action) #2 and #3

MOTION: *Fred Beltran*

SECOND: *Jesse Rivas*

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

4-1

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.

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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.

Mr. Tim Kelley explained how good Mr. Michael Luellen did at the California League of Cities Conference, Mr. Kelley talked about: California Grant, he will assist, there are 5 properties to put on the website for sale, there are retail strategies, Lincoln Study, Grants to cover it, contact to get retail, appointments are three (3) months in advance. Michael Luellen attended and spoke at the conference, he asked to let him know information regarding the Cotton gin property.

PRESENTATION(S):

1. PROCLAMATION – Designating October 2025 as Domestic Violence Awareness Month

Mayor Luellen presented the Proclamation

Gina: Domestic Violence Awareness Month started in 1978, they want to thank the Police Department (Officers) and everyone that was there.

MOTION: Sylvia Chavez

SECOND: Javier Amezcua

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

5-0

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. Warrants - September 2025

Questions on: 7478- Golden State Water Company – Community Center account

7496- Humane Society of Imperial County- Dogs taken there

7551- Imperial Irrigation District – Sorenson property

7558- Business Aviation Insurance Services Inc. - Airport Insurance

7563- Southwest Equipment and Supply, Inc - one cost split by three departments

7573- GAFCON – Community Park

7577- The Holt Group, Inc. – multiple invoices being paid

2. Minutes: September 23, 2025 – Rivas requested typo correction to one word.

MOTION: Javier Amezcua

SECOND: Sylvia Chavez

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

4-1

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

1. Approve/Disapprove: RESOLUTION NO. 25-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIPATRIA
ADOPTING A DUPLICATION OF BENEFITS (DOB) POLICY AND
PROCESS

Ms. Melany Amarillas gave a presentation regarding the Duplication of Benefits Policy Resolution No. 25-34.

SC: Regarding Hernandez Park Improvements - Items not completed – they have been deleted; they will not be duplicated.

MOTION: *Javier Amezcua*

SECOND: *Sylvia Chavez*

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

5-0

STAFF and COUNCIL REPORTS:

Beltran: Presented copies of an Ordinance # 07-002, important points, amend- find dos and don'ts, This Ordinance: Holds, Tenants, Landlords and Property Owners Accountable, This Ordinance # 07-002 will allow Safe and Sane Fireworks; Residents are permitted to use only "Safe and Sane Fireworks". This Ordinance # 07-002 makes it illegal to use, possess or distribute fireworks that explode, fly in the air, or move erratically. Enforcement Authority: The Police Department, Fire Department and Code Enforcement Officers are authorized to enforce this ordinance. Tenants, Landlords and Property Owners are liable for illegal fireworks use on their property and may be responsible for related cost. Set Penalties: Violation can result in fines of up to \$1,000.00, one thousand dollars.

Rivas: Reminder of AB617 meeting on Thursday, grant application is due this month for paving projects (LG commented that we will be applying for the new Community Center Parking Lot), need update for the Dog Catcher equipment, Where are we with Code Enforcement (LG commented that we will be introducing new hire next meeting new hire is Leonard Rios), Any update on the police report for the PA System at the school was initial report taken? Attended the School Board Meeting discussion regarding the soil sampling at the park area.

Chavez: Senior Event tomorrow we will have a Cancer Awareness presentation.

Amezcua: Will begin working on the baseball field.

Luellen: had a good time in Long Beach with the Chief of Police Cheryl Fowler, City Manager Laura Gutierrez and Mayor Pro Tem Javier Amezcua.

ADJOURNMENT:

The next regular scheduled meeting of the City of Calipatria City Council is Tuesday, October 28, 2025, at 6:00 pm

Close meeting at 7:12 PM.

MOTION: *Javier Amezcua*

SECOND: *Fred Beltran*

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: October 9, 2025



CALIPATRIA CITY COUNCIL AGENDA ITEM

Date Submitted: October 24, 2025

Submitted By: Laura Gutierrez, City Manager/CFO

Council Meeting Date: October 28, 2025

Discussion / Action

Subject: Appointment of City Representative to the County of Imperial Airport Land Use Commission

Background:

On August 25, 2025, we received a Resignation letter from Councilmember Chavez as Commissioner for the Airport Land Use Commission. The Airport Land Use Commission meets once a month on the 3rd Wednesday at 6:00 pm.

On September 9, 2025, direction was given to staff to advertise for a Letter of Interest from a Community Member to be appointed. The position closed on October 17, 2025, and only one (1) Letter of Interest was received by Mr. Hector Cervantes.

The role of the position involves reviewing and making determinations on land use within the airport's Sphere of Influence, ensuring air navigation safety, promoting air commerce, and conducting Public Hearings for proposed developments.

Recommendation:

Staff recommends the City Council appoint of Mr. Hector Cervantes as City Representative to the County of Imperial Airport Land Use Commission.

Fiscal Impact:

N/A

Airport Land Use Commissioner

To Whom it may concern,

My name is Hector Cervantes, I live at 240 E Barbara St here in Calipatria. I am submitting my letter of interest for Airport Land Use Commissioner.

I have lived here in Calipatria my entire life. In 1980 I moved in town with my parents and before then I lived just outside of town.

My interest in becoming Airport Land Use Commissioner is because I believe I can continue to put Calipatria at the table when it comes to making decisions that will affect any Airport land use here in Imperial County especially when it comes to Calipatria.

Today I sit on various committees in Imperial County and I know that will help to navigate rules and regulations put in front of the Airport Commission. With that knowledge and past appointments to different committees through city government, will help with this position.

A brief history on my qualifications are;

- Bachelor in Business Administration
- Calipatria Fire Department 10 yrs
- Imperial Irrigation District 20 yrs
- Calipatria City Council 2 terms
- Southern California of Associated Governments (SCAG)
- Imperial County Transportation Commission (ICTC)
- AB-617 Northend Steering Committee (APCD)
- Imperial County Public Benefits Advisory
- Calipatria Foundation Vice President
- C&J Enterprises LLC (co-owner)
- Imperial-Trucking LLC (co-owner)

Other qualifications are through various other advocate groups and individual advocate.

I hope you take my interest into consideration for Airport Land Use Commissioner.

Thank You,

Hector Cervantes

(760)554-6068

hector.cervantes74@gmail.com



CALIPATRIA CITY COUNCIL AGENDA ITEM

Date Submitted: October 24, 2025

Submitted By: Laura Gutierrez, City Manager/CFO

Council Meeting Date: October 28, 2025

Discussion / Action

Subject: Approval of Lease Agreement with the County of Imperial for the Meyer Memorial Library

Background:

The County of Imperial has operated the Meyer Memorial Library located at 105 South Lake Avenue since 2001. The Agreement expired in 2011, and the County has been on a month-to-month lease since. The County has requested a new lease agreement for five (5) years with an automatic renewal of two (2) additional five (5) year terms.

The County is currently working on the Calipatria Library Improvements by investing approximately \$642K for necessary repairs/remodeling and code compliance upgrades, including reroofing.

The library offers free programs to the community.

Recommendation:

Staff recommends the City Council approve the Lease Agreement.

Fiscal Impact:

Approx. \$3,000 per FY

1 **LEASE AGREEMENT**

2 **(City of Calipatria)**

3 THIS LEASE, hereinafter referred to as "Agreement", is made and entered into this _____
4 day of _____, 2025, by and between THE COUNTY OF IMPERIAL, hereinafter
5 referred to as "COUNTY" and Lessee, and THE CITY OF CALIPATRIA, hereinafter referred to as
6 "CITY" and Lessor.

7 **WITNESSETH:**

8 **WHEREAS**, the PARTIES previously entered into the AGREEMENT to renovate the
9 PREMISES owned by CITY, commonly referred to as the Meyer Memorial Library, located at 105 S.
10 Lake Ave., Calipatria, California, which was previously identified as 225 W. Main Street, Calipatria,
11 (hereinafter "PREMISES") and COUNTY has been leasing the PREMISES from CITY since June 1,
12 2001 as a branch of COUNTY's Free Library System; and

13 **WHEREAS**, COUNTY accepts the annex constructed to the building measuring 24'9" by 25'7"
14 currently in use by the Library System; and

15 **WHEREAS**, CITY is aware and agrees that if the COUNTY funding for operation of the
16 Imperial County Free Library is diminished, COUNTY shall have the right to reduce or completely
17 eliminate library services at this location; and

18 **WHEREAS**, COUNTY and CITY agree that it is in the best interest of the parties to enter into a
19 new AGREEMENT that shall supercede all prior agreements or amendments.

20 **NOW THEREFORE**, COUNTY and CITY have agreed to amend the AGREEMENT as
21 follows:

22 **1. PREMISES**

23 The premises which is the subject of this Agreement is owned by CITY, and commonly referred
24 to as the "Meyer Memorial Library", is a facility located at 105 S. Lake Ave., Calipatria, California,
25 92233, consisting of approximately 3,361 square feet, also identified as a portion of Assessor's Parcel
26 Number 023-293-001 hereinafter referred to as "PREMISES", also depicted within the enclosed **Exhibit**
27 **"A"** floor plan & site plan. The same premises was previously identified in a 2001 Lease as well as a
28 2002 Amendment thereto as 255 W. Main Street, Calipatria, California.

1 **2. PARTIES**

2 **2.1.** This Agreement is by and between COUNTY and CITY. COUNTY and CITY are
3 sometimes hereinafter collectively referred to as the Parties.

4 **2.2.** It is not the intent of the Parties to this Agreement to create, and nothing in this Agreement
5 shall be construed as creating a joint venture or partnership or any other relationship between the Parties
6 other than that of Lessee and Lessor. Neither COUNTY nor CITY authorizes the other to act as its agent
7 or representative.

8 **3. TERM**

9 **3.1.** The term of this Agreement shall be effective upon signing for a term of five (5) years.

10 **3.2.** Provided that COUNTY is not in default of any of the terms of this Agreement, this Lease
11 shall be automatically renewed for two (2) additional five (5) year terms on the lease anniversary date,
12 unless advanced written notice is provided in accordance with Section #3.3.

13 **3.3.** In the event County's funding to operate the Free Library System is diminished, County
14 reserves the right to reduce, or completely eliminate, library services at the Premises. In such case,
15 County shall provide Lessor with at least sixty (60) days prior, written notice of such a change. If
16 service is eliminated, all personal property of County shall be removed by County within ninety (90)
17 days after the termination date, unless other arrangements are made such as Lessor agrees to purchase
18 the personal property from County.

19 **3.4.** In the event that COUNTY shall hold over after expiration of the term of this Agreement or
20 any extension, with the consent, express or implied of CITY, such holding over shall be deemed a year-
21 to-year tenancy on the same terms, covenants and conditions as herein contained.

22 **4. RENTS AND DEPOSITS**

23 **4.1.** COUNTY shall pay to CITY a yearly rental for the PREMISES the sum of one dollar
24 (\$1.00).

25 **4.2.** COUNTY shall not be required to pay a security or cleaning deposit during the term of this
26 Agreement nor any extension thereof.

27 **5. USE OF PREMISES**

28 COUNTY shall use the building for library purposes and shall make no use of the PREMISES

1 inconsistent with this purpose. COUNTY shall determine the times during which the general public may
2 use the PREMISES and when its officers and employees shall have access thereto for those purposes.
3 The County shall have the ability to host Library sponsored events at the Premises, provided that one (1)
4 week advanced notice is submitted to CITY.

5 **6. ALTERATIONS**

6 **6.1.** COUNTY formally accepts the annex constructed to the building measuring 24'9" by 25'7"
7 which is currently in use by the Library System.

8 **6.2.** All right, title and interest to improvements or facilities which are permanently affixed to the
9 PREMISES shall vest in CITY upon the termination or expiration of this Agreement. However,
10 COUNTY shall have the right to remove any equipment or facilities not permanently affixed to the
11 PREMISES where such removal can be done without damaging the PREMISES. COUNTY may install
12 in the PREMISES, furniture, equipment and machinery necessary to meet the uses intended by this
13 Agreement. COUNTY's trade fixtures shall be and remain the election in writing within sixty (60) days
14 after the date of casualty. If CITY elects to terminate, this LEASE shall terminate as of the date of
15 casualty, and the Parties shall have no further obligations under the LEASE except for obligations which
16 arose prior to the date of casualty.

17 **6.3.** County shall pay for special projects and minor improvements to the building when
18 necessary. All costs of said alterations shall be borne by County. County shall not make or cause to be
19 made any alterations on the Premises without the prior, written consent of Lessor. However, said
20 consent shall not be unreasonably withheld by Lessor.

21 **7. UTILITIES AND INTERIOR MAINTENANCE**

22 **7.1.** COUNTY shall pay for all utility services furnished to the PREMISES, including water,
23 electricity, gas and communications including telephone, cable and internet connection services.
24 COUNTY shall provide all paper and soap supplies to the restrooms at its sole expense.

25 **7.2.** CITY shall pay for janitorial, pest control and trash removal services.

26 **8. PARKING**

27 **8.1.** The Meyer Memorial Library building is located in a CITY park with public on-street
28 parking available.

1 **8.2.** CITY will provide and maintain an appropriate number of parking spaces in front of the
2 Meyer Memorial Library building that are compliant with the Americans with Disabilities Act of 1990
3 and all amendments thereto.

4 **9. MAINTENANCE**

5 **9.1.** At all times during the term of this Agreement, CITY shall maintain the building and
6 improvements in accordance with all applicable federal, state and/or local laws, rates and regulations
7 now or hereafter enacted.

8 **9.2.** At all times during the term of this Agreement, CITY shall keep and maintain the building,
9 utility systems and all interior and exterior improvements (ex: structural, mechanical, electrical,
10 plumbing, lighting) in a neat, clean, safe and fully operable condition.

11 **10. DAMAGE OR DESTRUCTION**

12 **10.1.** if there is damage to the PREMISES from any cause, CITY shall promptly restore the
13 PREMISES to approximately the pre-damaged condition.

14 **10.2.** If the PREMISES are totally destroyed, CITY may elect to restore the PREMISES to its
15 prior condition or terminate this LEASE. CITY shall notify COUNTY of its election in writing within
16 sixty (60) days after the date of casualty. If CITY elects to terminate, this LEASE shall terminate as of
17 the date of casualty, and the Parties shall have no further obligations under the LEASE except for
18 obligations which arose prior to the date of casualty.

19 **10.3.** If CITY elects to restore the PREMISES, this LEASE shall remain in full force and effect.

20 **11. ASSIGNMENT, SUBLEASES AND LICENSES**

21 COUNTY shall not, without the prior, express written consent of CITY, sublet any part of the
22 PREMISES nor assign this Agreement or any interest in it.

23 **12. ENTRY BY CITY**

24 COUNTY shall permit CITY to enter into said PREMISES at all reasonable times, with prior
25 notification, for the purpose of inspecting the same or for the purpose of maintaining the building or for
26 the purpose of making repairs, alterations or additions to said building.

27 **13. DEFAULT**

28 **13.1.** CITY's Default. If CITY fails or refuses to perform any provision, covenant or condition to

1 be kept or performed by CITY under this Agreement, COUNTY, prior to exercising any of its rights or
2 remedies, shall give written notice to CITY of such default, specifying in said notice the nature of such
3 default and CITY shall have thirty (30) days from receipt of such notice to cure said default. If such
4 default is not cured within said thirty (30) day period, then COUNTY may in its sole discretion
5 terminate this Agreement and/or pursue those remedies available under the law at the time this
6 Agreement is executed as well as any future remedies that are created.

7 **13.2. COUNTY's Default** If COUNTY fails or refuses to perform any provision, covenant or
8 condition to be kept or performed by COUNTY under this Agreement, CITY, prior to exercising any of
9 its rights or remedies, shall give written notice to COUNTY of such default, specifying in said notice the
10 nature of such default and COUNTY shall have thirty (30) days from receipt of such notice to cure said
11 default. If such default is not cured within said thirty (30) day period, then CITY may in its sole
12 discretion terminate this Agreement and/or pursue those remedies available under the law at the time
13 this Agreement is executed as well as any future remedies that are created.

14 **13.3. WAIVER OF BREACH.** No waiver of any breach or of any of the covenants or conditions
15 of this Agreement shall be construed to be a waiver of any other breach or to be a consent to any further
16 or succeeding breach of the same or any other covenant or condition.

17 **13.4. CANCELLATION.** Either party may terminate this Agreement and Lease for any reason
18 by giving written notice to the other party sixty (60) days prior to the date of termination.

19 **13.5. COUNTY FUNDING.** In the case that COUNTY funding for operation of the Imperial
20 County Free Library is diminished, COUNTY shall have the right to reduce or completely eliminate
21 library services at this location and terminate this lease without penalty. COUNTY shall provide written
22 notice of diminishment of funds and notice of reduction or elimination of services to CITY thirty (30)
23 days prior to taking such action.

24 **14. AMENDMENTS**

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

27 **15. GOVERNING LAW**

28 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.

16. BINDING EFFECT

This Agreement binding upon and shall inure to the benefit of the Parties hereto and their respective successors, assigns, and estates.

17. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the Parties hereto with respect to the matter covered hereby, and no other agreement, statement, or promise made by any party hereto or to any employee, officer, or agent of any party hereto which is not contained herein shall be binding or valid.

18. NOTICES AND COMMUNICATIONS

18.1. 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:

CITY

Attn: City Manager
City of Calipatria
125 N. Park Ave.
Calipatria, CA 92233

COUNTY

Attn: Librarian
Imperial County Free Library
1125 Main St.
El Centro, CA 92243

and

County of Imperial
Attn: Property Manager
940 Main St., Suite 208
El Centro, CA 92243

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18.2. Either party may change its address for notice by providing written notice to the other party.

18.3. Notices shall be deemed effective on the date of personal service or date of delivery as set forth on the certified mail return receipt, as applicable.

1 **19. INDEMNITY**

2 **19.1.** To the extent permitted by law, CITY agrees to indemnify, defend and hold harmless
3 COUNTY from and against any and all claims, actions, demands, liabilities, damages, losses and
4 expenses of whatever kind, which are in any manner in whole or in part, or which are claimed to be
5 caused, occasioned or contributed to in whole or in part, by any action, omission, fault or negligence,
6 whether active or passive of CITY employees or officials, or anyone acting under its direction in
7 connection with or incident to its obligations under this Agreement or its construction, occupation, use
8 and/or maintenance of the building, including the PREMISES and improvements, unless the same be
9 caused by the sole negligence or willful misconduct of COUNTY.

10 **19.2.** To the extent permitted by law, COUNTY agrees to indemnify, defend and hold harmless
11 CITY from, and against any and all claims, actions, demands, liabilities, damages, losses and expenses
12 of whatever kind, which are in any manner in whole or in part, or which are claimed to be caused,
13 occasioned or contributed to in whole or in part, by any action, omission, fault or negligence, whether
14 active or passive of COUNTY employees or officials, in connection with or incident to its obligations
15 and/or use of the PREMISES, unless the same be caused by the sole negligence or willful misconduct of
16 CITY.

17 **19.3.** Notwithstanding Paragraphs 19.1 and 19.2, in the event that CITY and COUNTY are both
18 held to be negligently or willfully responsible, CITY and COUNTY will bear their proportionate share
19 of liability as determined in any such proceeding. Each side will bear their own costs and attorney fees.

20 **20. INSURANCE**

21 **20.1.** COUNTY shall maintain insurance coverage for the loss, damage or destruction by fire,
22 earthquake and other perils, for COUNTY property located in or on the PREMISES.

23 **20.2.** CITY shall maintain insurance coverage on the PREMISES and improvements owned by
24 CITY.

25 **20.3.** The Parties shall provide proof of insurance prior to this Agreement and Lease becoming
26 effective.

27 **21. SURRENDER OF PREMISES**

28 COUNTY agrees to and shall, on expiration or sooner termination of the term thereof, promptly

surrender and deliver the PREMISES to CITY in good condition, ordinary wear and tear excepted.

22. TAXES

22.1 Unless exempted by law, CITY shall pay, prior to delinquency, any and all taxes and assessments assessed or imposed, or which may become payable during the tem of this Agreement with COUNTY. Said taxes are to be paid by CITY directly to the appropriate assessing agency.

22.2 Unless exempted bylaw, COUNTY shall pay, prior to delinquency, any and all taxes and assessments, personal property taxes, assessed or imposed, or which may become payable during the term of this Agreement upon any fixtures, furniture, appliances and personal property installed or located on the PREMISES by COUNTY. Said taxes are to be paid by COUNTY directly to the appropriate assessing agency

23. SEVERABILITY

If any provision in this Agreement or amendments thereto are 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.

24. AUTHORITY

Each of the individuals executing this Agreement on behalf of COUNTY and CITY represent and warrant that:

24.1. He/She is duly authorized to execute and deliver this Agreement on behalf of CITY or COUNTY as applicable; and

24.2. Such execution and delivery on behalf of CITY is duly authorized by the legislature and executive of CITY and is within the power and authority of the signatory as granted by such body or executive of CITY; and

24.3. Such execution and delivery on behalf of the COUNTY is duly authorized by the legislature and executive of the COUNTY and is within the power and authority of the signatory as granted by such body or executive of the COUNTY.

25. INTERPRETATION AND ENFORCEMENT OF LEASE TERMS

This Agreement has been reviewed and revised by legal counsel for both COUNTY and CITY, 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.

26. COUNTERPARTS

This Agreement may be executed in counterparts.

27. RECORDATION

This AGREEMENT, upon execution, shall be recorded with the Imperial County Recorder.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the day and year first above written.

COUNTY OF IMPERIAL

CITY OF CALIPATRIA

By: _____
JOHN HAWK, Chairman
Board of Supervisors

By: _____
MICHAEL LUELLEN, City Mayor

ATTEST:

ATTEST:

By: _____
CYNTHIA MEDINA, Clerk
of the Board of Supervisors
County of Imperial

By: _____
JANE M. HURTADO, City Clerk
City of Calipatria

APPROVED AS TO FORM:

ERIC HAVENS
County Counsel, County of Imperial

CITY OF CALIPATRIA

By: _____
Andrew Briseno,
Deputy County Counsel

By: _____
City Attorney

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF CALIPATRIA
AND IMPERIAL COUNTY FREE LIBRARY
PROVISION OF LIBRARY SERVICES

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this _____ day of _____, 2025 by and between the County of Imperial, a political subdivision of the State of California (hereinafter, "COUNTY") by and through the Imperial County Free Library ("ICFL"), and the City of Calipatria (hereinafter, "CITY"), individually referred to as ("PARTY") or collectively ("PARTIES").

RECITALS

WHEREAS, the purpose of this MOU is to establish an agreement between COUNTY and CITY to provide library services for Calipatria Meyer Memorial Library and providing a level of service each fiscal year based on the annual budget approved by the Imperial County Board of Supervisors and Calipatria City Council; and

WHEREAS, the PARTIES understand that a service agreement must be in place in order to recognize that Calipatria Meyer Memorial Library lies within COUNTY's jurisdiction to enable ICFL to participate in certain grant funding for such library services; and

WHEREAS, the CITY desires to enter into an MOU with the COUNTY for the provision of library services at the Calipatria Meyer Memorial Library located at: 105 South Lake Ave., Calipatria, CA, 92233, formerly identified as 225 West Main Street, Calipatria, CA 92233; and

WHEREAS, the COUNTY is agreeable to the rendering such services subject to the terms and conditions hereinafter set forth.

1. TERM

This MOU shall be for an initial term commencing on the effective date set forth above and continuing for a period of two (2) years following such date, unless sooner terminated in accordance with paragraph two (2) below. The PARTIES may renew this MOU by mutual consent and by giving written notice of such renewal to the other PARTY in writing, at least thirty (30) days prior to the termination date.

///

1 **2. TERMINATION**

2 Either PARTY may terminate this MOU, without cause, upon sixty (60) days written notice to
3 the other PARTY.

4 **3. NON-APPROPRIATION**

5 This MOU is based upon the availability of public funding. In the event that public funds are
6 unavailable and not appropriated for the performance of the responsibilities of ICFL as set forth in this
7 MOU, the MOU shall be terminated.

8 **4. RESPONSIBILITIES**

- 9 a. The COUNTY shall provide Calipatria Meyer Memorial Library patrons the full range of
10 library services currently provided system wide by ICFL including, but not limited to, library
11 administration services, circulation services, technical services, information system services,
12 adult services, children services, reference and readers advisory services, and public
13 programs.
- 14 b. The COUNTY shall provide library materials collection development at a level that is
15 consistent with the annual library budget approved by the County Board of Supervisors.
- 16 c. The level of services and materials provided by COUNTY and CITY will be based on the
17 library budget approved each fiscal year by the County Board of Supervisors. The service
18 level for CITY will increase or decrease accordingly, as for all other county library branches.
- 19 d. The City Manager of CITY, or his/her designee, shall be the CITY's agent with respect to
20 determining, evaluating, and obtaining the COUNTY's compliance with this MOU. The
21 County Librarian of the COUNTY or his/her designee shall be the COUNTY's agent.
- 22 e. The COUNTY shall operate CITY in a manner consistent with the County Board of
23 Supervisors-approved County Library Plan of Service.
- 24 f. The COUNTY shall procure, furnish, and supply all gas and electricity, labor, supervision,
25 and supplies necessary to provide the library services, with the exception that the actual
26 library facility and repairs and upkeep shall be provided by the CITY.
- 27
28

1 The insurance shall continue and remain valid for a period of three (3) years following termination of
2 this MOU. The coverage required herein shall not in any way limit the liability of either PARTY.

3 **8. REPORTS AND RECORDS**

4 The COUNTY shall provide CITY with bi-annual reports on circulation and other services as
5 requested in writing by CITY.

6 **9. STATUS OF COUNTY**

7 COUNTY is, and shall at all times be deemed to be an independent contractor. Nothing herein
8 contained shall be construed as creating the relationship of employer and employee, or principal and
9 agent, between CITY and COUNTY or any of COUNTY's agents or employees. COUNTY and its
10 Library Director shall retain all authority for rendition of services, standards of performances, control of
11 personnel, and other matters incident to the performance of services by COUNTY pursuant to this
12 Agreement. COUNTY, its agents and employees, shall not be entitled to any rights or privileges of
13 CITY employees and shall not be considered in any manner to be CITY employees.

14 **10. STATUS OF CITY**

15 The CITY is owner of the Calipatria library building. CITY shall be responsible for the interior
16 and exterior maintenance of the buildings. The CITY shall provide custodial services for the interior of
17 the buildings and maintain the landscaping surrounding the library facility.

18 **11. STATE AUDIT**

19 Pursuant to Government Code Section 8546.7, CITY and COUNTY shall be subject to
20 examination and audit by the State Auditor, for a period of three (3) years after, except that records
21 pertaining to any audit then in progress, or any claims or litigation which shall be retained beyond said
22 three (3) period until final resolution of said audit, claim or litigation.

23 **12. ENHANCED SERVICE LEVEL**

24 The CITY may request an enhanced level of regular library related services, including additional
25 staffing and/or hours of operation. An enhanced level of library services may be purchased by the CITY
26 from the COUNTY at a rate to be determined by mutual written agreement of both PARTIES. All
27 requests by the CITY for enhanced library services shall be made to the COUNTY.

28 ///

1 **13. INDEMNIFICATION**

2 The CITY agrees to indemnify, defend, and hold harmless COUNTY, its agents, officers, and
3 employees from and against any and all claims, actions, demands, liabilities, damages, losses and
4 expenses of whatever kind, which are in any manner in whole or in part, or which are caused or
5 contributed to in whole or in part, by any willful misconduct or negligence, whether active or passive,
6 of COUNTY, or anyone acting under its direction in connection with or incident with the services
7 provided hereunder, unless the same be caused by the sole or concurrent negligence or willful
8 misconduct of COUNTY.

9 The COUNTY agrees to indemnify, defend, and hold harmless CITY, its agents, officers, and
10 employees from and against any and all claims, actions, demands, liabilities, damages, losses and
11 expenses of whatever kind, which are in any manner in whole or in part, or which are caused or
12 contributed to in whole or in part, by any willful misconduct or negligence, whether active or passive,
13 of CITY, or anyone acting under its direction in connection with or incident with the services provided
14 hereunder, unless the same be caused by the sole or concurrent negligence or willful misconduct of
15 CITY.

16 **14. ASSIGNMENTS AND SUBCONTRACTS**

17 Neither this MOU nor any rights, duties or obligations hereunder shall be assignable and/or
18 subcontracted by any PARTY without the prior written consent of the other PARTY.

19 **15. BINDING**

20 This MOU shall be binding upon the heirs, successors, assigns and subcontractors of the
21 PARTIES.

22 **16. NOTICES**

- 23 a. Any notices shall be sent through the United States mail by certified mail, return receipt
24 requested or by personal delivery, to the following addresses:

25 The following individual is designated as the COUNTY Representative:

26 Mary Jane Guerrero, County Librarian
27 Imperial County Free Library
28 1125 Main Street
 El Centro, CA 92243

1 The following individual is designated as the CITY Representative:

2 Representative
3 City of Calipatria
4 125 North Park Avenue
5 ~~P.O. Box 707~~
6 Calipatria, CA 92233

7 b. Either PARTY may change its address for notice by providing written notice to the other
8 PARTY. Notices are effective on the date of delivery.

9 **17. ENTIRE MOU**

10 This MOU contains the entire understanding between the members relating to the transactions
11 contemplated hereby and supersedes all prior or contemporaneous memoranda of understandings,
12 understandings, provisions, negotiations, representations, or statements, either written or oral.

13 **18. MODIFICATION**

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

16 **19. CHOICE OF LAW**

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

20 **20. AUTHORITY**

21 Each of the individuals executing this MOU on behalf of COUNTY and CITY represents and
22 warrants that:

- 23 a. He/She is duly authorized to execute and deliver this MOU on behalf of COUNTY or CITY,
24 as applicable; and
25 b. Such execution and delivery on behalf of either COUNTY or CITY is duly authorized and
26 within the authority of the signatory identified below.

27 ///

28 ///

///

///

1 **IN WITNESS THEREOF**, the PARTIES hereto have caused this MOU to be executed on the date and
2 year first above written.

3
4 **COUNTY:**

CITY OF CALIPATRIA:

5
6
7 By: _____
John Hawk, Chairman
8 Imperial County Board of Supervisors

By: _____
Michael Luellen, City Mayor

9
10 **IMPERIAL COUNTY FREE**
11 **PUBLIC LIBRARY:**

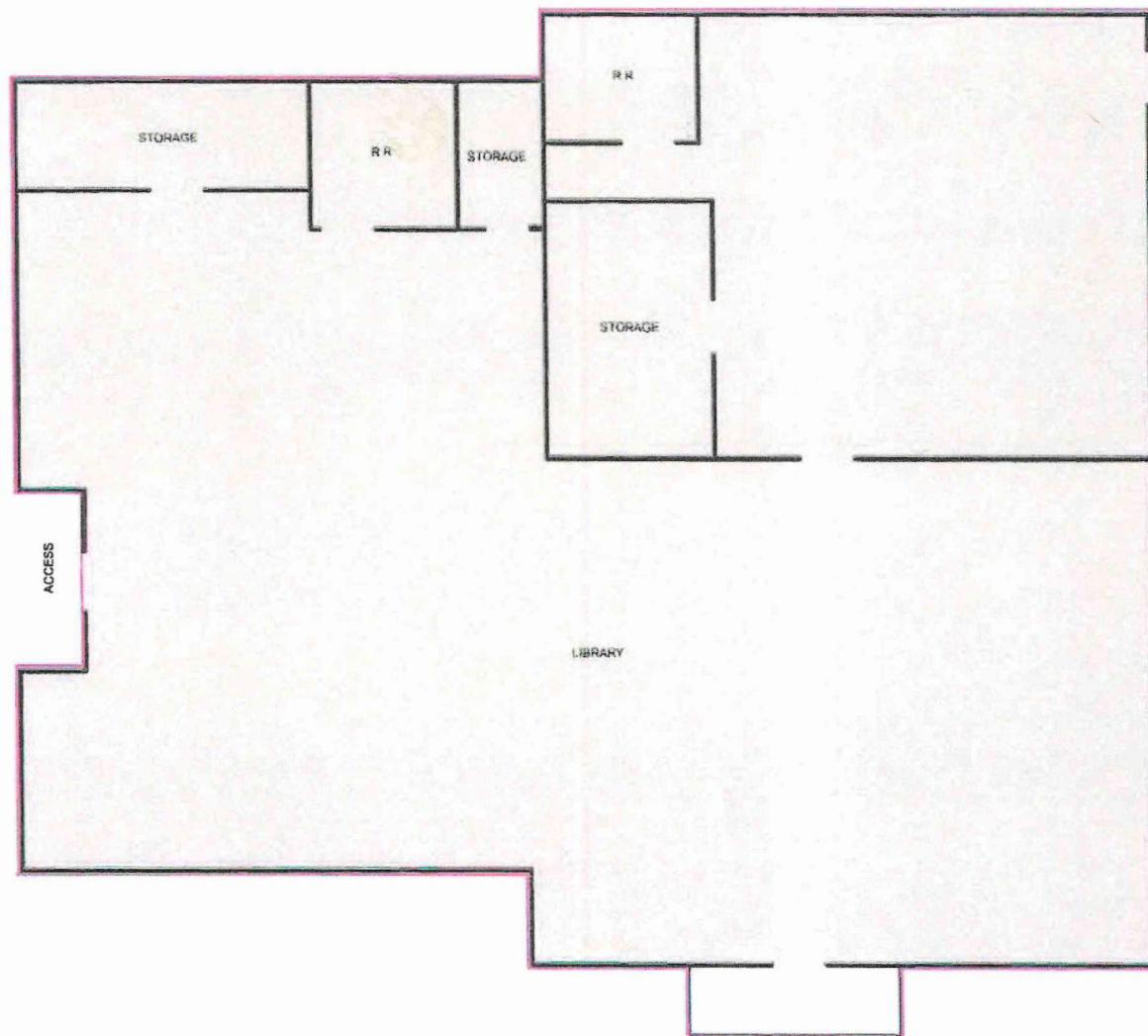
12
13
14 By: _____
Mary Jane Guerrero, County Librarian

15
16 **ATTEST:**

17
18 By: _____
19 Cynthia Medina
20 Clerk of the Board of Supervisors

21
22 **APPROVED AS TO FORM:**
23 ERIC HAVENS
24 County Counsel

25
26 By: _____
27 Kelly Ranasinghe
28 Senior Deputy County Counsel



LEGEND

SITE DESCRIPTION

APN: 023-293-001
ADDRESS: 255 W. MAIN ST
CALIPATRIA, CA
LOT SIZE: 3.97 AC
BLDG SF: 3,361 SF
OWNER: CO. OF IMP
LEASED: N/A

REVISIONS

11-17-08 JG
09-02-10 JG

SPACE ALLOCATION - OFFICE SPACE

BUILDING TOTAL 3,361 SF

CALIPATRIA LIBRARY - BUILDING 16

105 S. LAKE AVE, CALIPATRIA, CA 92233

S:\DIVISION 700 - AUXILIARY BUILDINGS\SCHEMATICS\SCHEMATICS - SPACE ALLOCATIONS\16.CALIPATRIA LIBRARY.dwg, 4/24/2015 2:55:14 PM



SCALE = N.T.S.

AUX



07/07/2025

This map may represent a visual display of related geographic information. Data provided here is not a guarantee of actual field conditions. To ensure complete accuracy, please contact the responsible staff for the most up-to-date information.



Calipatria Library Improvements.

Public Works works for the Public



COUNTY OF IMPERIAL

DEPARTMENT OF
PUBLIC WORKS

155 S. 11th Street
El Centro, CA
92243

Tel: (442) 265-1818
Fax: (442) 265-1858

Fully Burdened Project Estimate

Project Name: SR6398LBR Calipatria Library Improvements.	
Project Address: Calipatria Library 105 S. Lake Ave., Calipatria, CA 92233	Submittal Date: 02.06.2025 Project No: SR6398LBR Department: Calipatria Library

TYPE OF IMPROVEMENT	COST
I. Scope of Work: (Project Description)	
Exterior and Interior Building Improvements (need to maintain ADA compliance). Note: All exterior Improvements within the right of way of the streets of City of Calipatria, therefore it is the responsibility of City of Calipatria to make these improvements. Calendar Working Days: 130 Days / Working Days: 87 Days.	
A. Basic Construction Cost	Cost
Outside and Inside Calipatria Library Building Improvements.	\$331,208.58
Included in Basic Construction Cost: Mobilization/ Demobilization, Temporary Facilities, Construction Signs, Insurance, Bonds, Taxes, Permits, construction staking, geotechnical testing for quality control, and WMP.	
Time and Materials Allocation - Unforeseen Conditions	\$ 49,681.29
B. Change Order Allocation	\$ 49,681.29
SUBTOTAL	\$430,571.15
II. Additional County Services by Others:	
A. Information and Technical Services (ITS)	\$ 18,000.00
B. PW Facilities	N/A
C. CEO Administration Services	N/A
SUBTOTAL	\$ 18,000.00
III. Professional Services:	
A. Civil Engineer / Architectural Services	N/A
B. Construction Management Services	\$ 92,960.00
C. Labor Compliance	\$ 5,000.00
SUBTOTAL	\$ 97,960.00
IV. PW Administrative Services:	
A. Overall Project Management (Note: This service is inclusive of the conceptional design, preparation of bid documents, bidding process, task orders, coordination, RFPs, purchase orders, quality control inspections, permitting, accounting, labor compliance, punch-list, and close-out documentation/procedures) (Note: The above is not an all-inclusive list)	\$ 86,837.80
SUBTOTAL	\$ 86,837.80
V. Additive Items:	
A.	\$ -
B.	\$ -
SUBTOTAL	\$ -
VI. Non-County Services:	
A. Imperial County /City of Calipatria Building permit	\$ 4,000.00
B. NA	\$ -
SUBTOTAL	\$ 4,000.00
VII. Required Documentation and Advertisement:	
A. Advertisement	\$ 5,000.00
B. Building Permits (included in Section VI)	N/A
SUBTOTAL	\$ 5,000.00
VIII. Fully Burdened Project Total Estimate:	
* TOTAL:	\$642,368.95

CIOPROUSA-GREEN ROCK
20676 Center Street
Riverside, CA 92507
(909) 800-8918
www.CIOPROUSA-GREEN ROCK

City Manager
City Calipatria
125 North Park Avenue
Calipatria, CA 92233

Re: Unsolicited, proposed Letter of Intent for Solar and Energy Conservation program via a No Cost Energy Generation, and IT Assessment for the City of Calipatria

This LETTER OF INTENT dated October 24, 2025, is provided to City of Calipatria ("The City") from CIOPROUSA-GREEN ROCK and its affiliates and sub consultants (Green rock) – IDG-SES and its affiliates and sub consultants, ("CIOPROUSA-GREEN ROCK - IDG-SES-NicPartners") in connection with a proposed No Cost assessment to prepare for the design and engineering Smart Cities Technology and Energy Assets Management Implementation Plan via a PPA (Power Purchase Agreement).

The purpose of this Letter of Intent is to set forth the mutual understanding of the principal terms and conditions whereby CIOPROUSA - GREENROCK-IDG-SES will provide a detailed Energy and Technology Assessment to assist in the design and engineering of a Smart Cities Energy and Technology Assets shovel ready Implementation and Management Plan. This Plan will include an Investment Grade Review (IGR) via that will allow CIOPROUSA - GREENROCK-IDG-SES to work with The City in prioritizing energy savings, cost management, and cost allocation to enhance The City's Energy asset portfolio. The IGR will be provided by CIOPROUSA - GREENROCK-IDG-SES EPC at no cost to The City. The IGR will enable The City to also apply for financing and or grant or funding, as mutually agreed upon, which requires submission of an energy conservation review with the application(s). The IGR opens the opportunity for to offer The City a Performance Guarantee to leverage future cost savings via a PPA.

The Smart Cities Energy Assets Management Project (the "Project") will include the priority installation of Energy Conservation Measures (ECMs), such as LED retrofits, renewable energy systems, the construction phase. The Broadband Wi-Fi technology will be developed in coordination with City Leadership and IT staff. Other Capital Improvements or Deferred Maintenance items may be considered and added to the project scope utilizing available project savings such as the Cities desire all improvements are to be mutually agreed upon with a prioritization by The City.

The Project will be constructed and owned by CIOPROUSA - GREENROCK-IDG-SES or a Special Purpose Entity created by CIOPROUSA-GREEN ROCK -IDG-SES, providing The City with a turnkey Energy solution with the option for the City to buy out the project at a mutually agreed upon financial cost.

The City will enter into an energy services agreement that includes a Power Purchase Agreement with a term of 25 years with two optional 5-year extensions (the "PPA") which allows The City to purchase an agreed-upon amount of the energy output from the solar systems.

CIOPROUSA-GREEN ROCK

20676 Center Street

Riverside, CA 92507

(909) 800-8918

www.CIOPROUSA-GREEN ROCK

4. **Exclusivity, non-compete.** In consideration of the time and expense to be undertaken by CIOPROUSA in completion of the REVIEW upon acceptance of this Letter of Intent by The City, and for 180 days thereafter, The City agrees not to solicit or negotiate, or permit its agents or employees to solicit or negotiate, or furnish any related information developed via this LOI for the Cities internal purposes only. Also, The City will not share this information to any other energy savings company or solar developer, concerning the construction and development of a solar Energy Generation and Broad Wi-Fi project for The City. The City understands that, after execution of this Letter of Intent, CIOPROUSA - GREENROCK-IDG-SES will conduct significant engineering, analysis and due diligence and prepare for the initiation of the Project at its own expense, and such a period is intended to allow CIOPROUSA - GREENROCK-IDG-SES to commence such activity while the parties finalize a definitive Power Purchase Agreement.
5. The Parties' entry into a definitive PPA and License will be subject to finalizing such agreements satisfactory to each such party in their sole individual discretion, and will be subject to, among other things, engineering analysis, utility rate analysis, obtaining of permits, satisfactory likelihood of grants and/or rebates, other applicable due diligence, and obtaining financing by the CIOPROUSA-GREEN ROCK - IDG-SES. Parties shall work together in diligent, good faith efforts to complete and execute these agreements.
6. **Time is of the essence.** The parties will work as quickly as possible to negotiate and enter a definitive PPA and satisfy the other conditions set forth above.
7. **Expenses.** Each Party shall pay for its own costs and expenses incurred in negotiating the terms of an energy services agreement /PPA.
8. **Binding Effect.** With the exception of paragraph 4 which the parties agree is **binding**, this letter is not intended to be a legally binding agreement. Neither party shall be bound by nor have the Obligation to pursue negotiations or have any other Obligations of any kind to the other party unless and until a definitive formal energy services agreement /PPA is hereafter signed and delivered to the parties.
9. **Counterparts.** This LOI may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.
10. This letter shall be null and void unless accepted in writing no later than 5:00 P.M. on October 31, 2025.

Sincerely,

CIOPROUSA-GREEN ROCK
20676 Center Street
Riverside, CA 92507
(909) 800-8918
www.CIOPROUSA-GREEN ROCK

By: _____

Name: Elias S. Cortez

Title: CEO, CIOPROUSA

ACKNOWLEDGED AND ACCEPTED

By: _____

Name:

Date: _____

Title: City Manager

City of Calipatria

125 North Park Avenue

Calipatria, CA 92233

**SUCCESSOR AGENCY TO THE
CALIPATRIA REDEVELOPMENT AGENCY
STAFF REPORT**

TO: Honorable Chairman and Board Members

FROM: Laura Gutierrez, City Manager/Executive Director

DATE: November 25, 2025

SUBJECT: Approval of Recognized Obligation Payment Schedule 26-27 A and B

RECOMMENDATION:

It is recommended that the Board of Directors adopt the attached resolution approving the Recognized Obligation Payment Schedule (“ROPS”) 26-27 A and B of the Successor Agency to the Calipatria Redevelopment Agency (“Successor Agency”) for the period of July 2026 through June 2027.

BACKGROUND:

Pursuant to Health and Safety Code (“HSC”) § 34172 (a) (1), the Calipatria Redevelopment Agency was dissolved on February 1, 2012. Consistent with the provisions of the HSC, the City Council of the City of Calipatria previously elected to serve in the capacity of the Successor Agency. Per HSC § 34179, the Successor Agency previously established the Calipatria Oversight Board to assist in the wind-down of the former redevelopment agency through June 30, 2018, at which time it was dissolved by operation of law. Consistent with HSC § 34179 (j), on July 1, 2018 the Imperial Countywide Oversight Board (the “CWOB”) was established to assist in winding-down the dissolved redevelopment agencies within the County of Imperial.

Per HSC § 34177 (o) (1), the Successor Agency is required to prepare a ROPS before each twelve-month fiscal year period. Pursuant to HSC § 34180 (g), CWOB approval is required for the establishment of each ROPS. Pursuant to HSC § 34177 (o) (1), a CWOB-approved ROPS 26-27 A and B for the period of July 2026 through June 2027 must be submitted to the State Department of Finance (the “DOF”) and to the County Auditor-Controller (the “CAC”) not later than February 1, 2026 (the “Submission Deadline”). The CWOB will consider approval of ROPS 26-27 A and B during January 2026. The Successor Agency’s approval of the establishment of ROPS 26-27 A and B will ensure that ROPS 26-27 A and B is filed by the Submission Deadline.

FISCAL IMPACT:

Pursuant to HSC § 34177, the Successor Agency is legally required to continue to make payments due for enforceable obligations. The Successor Agency’s and the CWOB’s approval of the ROPS 26-27 A and B will ensure that the Successor Agency has the authority to continue to pay its enforceable obligations. ROPS 26-27 A and B will be submitted to DOF and the CAC by the Submission Deadline.

Attachment: Resolution

RESOLUTION NO. 2025-__-SA

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE CALIPATRIA REDEVELOPMENT AGENCY APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE 26-27 A & B FOR THE PERIOD OF JULY 2026 THROUGH JUNE 2027 AND APPROVING CERTAIN RELATED ACTIONS

WHEREAS, pursuant to Health and Safety Code (the “HSC”) § 34172 (a) (1), the City of Calipatria Redevelopment Agency was dissolved on February 1, 2012; and

WHEREAS, consistent with the provisions of the HSC, the City Council of the City of Calipatria previously elected to serve in the capacity of the Successor Agency of the Calipatria Redevelopment Agency (the “Successor Agency”); and

WHEREAS, pursuant to HSC § 34179, the Successor Agency previously established the Calipatria Oversight Board to assist in the wind-down of the former redevelopment agency through June 30, 2018, at which time it was dissolved by operation of law; and

WHEREAS, consistent with HSC § 34179 (j), on July 1, 2018 the Imperial Countywide Oversight Board (the “CWOB”) was established to assist in winding-down the dissolved redevelopment agencies within the County of Imperial; and

WHEREAS, per HSC § 34177 (o) (1), the Successor Agency is required to prepare a Recognized Obligation Payment Schedule (the “ROPS”) before each twelve-month fiscal year period; and

WHEREAS, pursuant to HSC § 34180 (g), CWOB approval is required for the establishment of each ROPS; and

WHEREAS, pursuant to HSC § 34177 (o) (1), a CWOB-approved ROPS 26-27 A and B for the period of July 2026 through June 2027 must be submitted to the State Department of Finance and to the County Auditor-Controller not later than February 1, 2026 (the “Submission Deadline”); and

WHEREAS, pursuant to HSC § 34177, the Successor Agency is legally required to continue to make payments due for enforceable obligations; and

WHEREAS, the approval of the establishment of ROPS 26-27 A and B will ensure that the Successor Agency has the authority to continue to pay its enforceable obligations; and

WHEREAS, it is proposed that the Successor Agency approve the establishment of the Successor Agency’s ROPS 26-27 A and B, which is attached hereto as Exhibit “A”; and

WHEREAS, the CWOB will consider approval of ROPS 26-27 A and B during January 2026; and

WHEREAS, once approved by the CWOB, ROPS 26-27 A and B will be filed be submitted to the State Department of Finance and to the County Auditor-Controller by the Submission Deadline: and

WHEREAS, all the prerequisites with respect to the approval of this Resolution have been met.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Successor Agency to the Calipatria Redevelopment Agency, as follows:

- Section 1.** The foregoing recitals are true and correct and are a substantive part of this Resolution.
- Section 2.** The Successor Agency's ROPS 26-27 A and B, which is attached hereto as Exhibit "A", is approved, inclusive of each enforceable obligation.
- Section 3.** The amount requested for enforceable obligation No. 11, the Successor Agency's Administrative Cost Allocation, is consistent with the provisions of HSC § 34171 (b) and is thus considered fair and reasonable.
- Section 4.** The City Manager, in her capacity as the Executive Director of the Successor Agency, or designee, is authorized to: i) post that ROPS 26-27 A and B on the City's website, ii) transmit the ROPS 26-27 A and B to the State Department of Finance, the State Controller's Office and the County Auditor-Controller for their review within the timeframe and in the manner prescribed by the HSC; and iii) make ministerial revisions to ROPS 26-27 A and B, which may include, but are not limited to restating the information included within ROPS 26-27 A and B in any format that may be requested by the State Department of Finance, take such other actions and execute such other documents as are necessary to effectuate the intent of this Resolution, and to implement ROPS 26-27 A and B on behalf of the Successor Agency, including authorizing and causing such payments.
- Section 5.** This Resolution shall take effect upon the date of its adoption.

PASSED, APPROVED AND ADOPTED this 25th day of November 2025.

Michael Luellen, Chairperson

ATTEST

Jane M. Hurtado, Secretary for the
Successor Agency

CERTIFICATION:

I, Jane M. Hurtado, Secretary for the Successor Agency to the Calipatria Redevelopment Agency, do hereby certify that the foregoing Resolution No. 2025-__-SA was duly adopted by the Board of Directors for the Successor Agency to the Calipatria Redevelopment Agency, at a meeting thereof held on the 25th day of November 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jane M. Hurtado, Secretary for the
Successor Agency

EXHIBIT “A”

**SUCCESSOR AGENCY TO THE
CALIPATRIA REDEVELOPMENT AGENCY
RECOGNIZED OBLIGATION PAYMENT SCHEDULE 26-27 A and B
(JULY 2026 THROUGH JUNE 2027)**

(See Attachment)

Recognized Obligation Payment Schedule (ROPS 26-27) - Summary
Filed for the July 1, 2026 through June 30, 2027 Period

Successor Agency: Calipatria
 County: Imperial

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)		26-27 A Total (July - December)	26-27 B Total (January - June)	ROPS 26-27 Total
A	Enforceable Obligations Funded as Follows (B+C+D):	\$ -	\$ 500	\$ 500
B	Bond Proceeds	-	-	-
C	Reserve Balance	-	-	-
D	Other Funds	-	500	500
E	Redevelopment Property Tax Trust Fund (RPTTF) (F+G):	\$ 69,886	\$ 75,285	\$ 145,171
F	RPTTF	46,007	51,407	97,414
G	Administrative RPTTF	23,879	23,878	47,757
H	Current Period Enforceable Obligations (A+E):	\$ 69,886	\$ 75,785	\$ 145,671

Certification of Oversight Board Chairman:
 Pursuant to Section 34177 (o) of the Health and Safety Code, I
 hereby certify that the above is a true and accurate Recognized
 Obligation Payment Schedule for the above named successor
 agency.

Name	Title
Signature	Date

[illegible]

Calipatria Successor Agency Recognized Obligation Payment Schedule (ROPS 26-27) - Report of Cash Balances
July 1, 2023 through June 30, 2024
(Report Amounts in Whole Dollars)

ROPS 23-24 Cash Balances and RPTTF Amounts in Whole Dollars								
A	B	C	D	E	F	G	H	
	ROPS 23-24 Cash Balances (07/01/23 - 06/30/24)	Fund Sources					Comments	
		Bond Proceeds		Reserve Balance	Other Funds			RPTTF
				Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, Grants, Interest, etc.			Non-Admin and Admin
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11					
1	Beginning Available Cash Balance (Actual 07/01/23) RPTTF amount should exclude "A" period distribution amount							
2	Revenue/Income (Actual 06/30/24) RPTTF amount should tie to the ROPS 23-24 total distribution from the County Auditor-Controller					146,408	Cell G-2 is the amount of RPTTF actually received for ROPS 23-24	
3	Expenditures for ROPS 23-24 Enforceable Obligations (Actual 06/30/24)					145,908	The amount shown in Cell G-3 is the actual amounts spent by the Successor Agency during ROPS 23-24.	
4	Retention of Available Cash Balance (Actual 06/30/24) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)							
5	ROPS 23-24 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 23-24 PPA form submitted to the CAC	No entry required						
6	Ending Actual Available Cash Balance (06/30/24) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 500	The amount shown in Cell G-6 will be applied to ROPS 26-27.	

Calipatria Recognized Obligation Payment Schedule (ROPS 26-27) - Notes July 1, 2026 through June 30, 2027

Item #	Notes/Comments
7	EO # 7 is for continuing disclosure services. The amount due for continuing disclosure is paid during the "B" ROPS cycle. The \$500 surplus will be applied to EO # 7 during ROPS 26-27. Further, the vendor for continuing disclosure service has increase the cost for such serives to \$2,300 annually beginning with ROPS 24-25. This increase was not noted in ROPS 24-25 or ROPS 25-26 causing a funding shortfall of \$1,600. This shortfall has been added to EO # 7 for ROPS 26-27 and will contunue going forward.
10	EO # 10 is for securities serving. The basic annual trustee fee is \$1,500. \$500 has been added for miscellaneous charges that regularly occur for a total of \$2,000 (usually payable during the "B" ROPS cycle).
11	Per HSC § 34171 (b) (4), the amount requested for EO # 11 for ROPS 26-27 is equal to 50% of the total non-administation-related RPTTF actually received during ROPS 25-26. The Oversight Board has determined that the amount requested if fair and reasonable.
20	EO # 20 is the interested only portion of the debt service required for the 2020 TARBs that refunded the 1993, 1995, 1998 and 2010 TABs.
21	EO # 21 is the principal reduction only portion of the debt service required for the 2020 TARBs that refunded the 1993, 1995, 1998 and 2010 TABs. Principal reduction payments do not begin until 9-1-2027.

IMPERIAL COUNTYWIDE OVERSIGHT BOARD

Meeting Date: January 26, 2026

To: Imperial Countywide Oversight Board Members

From: Laura Gutierrez, City Manager/Executive Director
Successor Agency to the Calipatria Redevelopment Agency

Subject: Recognized Obligation Payment Schedule 26-27 A and B -- Successor Agency to the Calipatria Redevelopment Agency

RECOMMENDATION: Adopt the attached resolution approving the Recognized Obligation Payment Schedule ("ROPS") 26-27 A and B for the Successor Agency to the Calipatria Redevelopment Agency ("Successor Agency") for the period of July 2026 through June 2027.

BACKGROUND: Pursuant to Health and Safety Code ("HSC") § 34172 (a) (1), the Calipatria Redevelopment Agency was dissolved on February 1, 2012. Consistent with the provisions of the HSC, the City Council of the City of Calipatria ("City") previously elected to serve in the capacity of the Successor Agency. Pursuant to HSC § 34179, the Successor Agency previously established the Calipatria Oversight Board to assist in the wind-down of the former redevelopment agency through June 30, 2018, at which time it was dissolved by operation of law. Consistent with HSC § 34179 (j), on July 1, 2018 the Imperial Countywide Oversight Board (the "CWOB") was established to assist in winding-down the dissolved redevelopment agencies within the County of Imperial.

Per HSC § 34177 (o) (1), the Successor Agency is required to prepare a ROPS before each twelve-month fiscal year period. Pursuant to HSC § 34180 (g), CWOB approval is required for the establishment of each ROPS. Pursuant to HSC § 34177 (o) (1), a CWOB-approved ROPS 26-27 A and B for the period of July 2026 through June 2027 must be submitted to the State Department of Finance and to the County Auditor-Controller not later than February 1, 2026.

FISCAL IMPACT: Pursuant to HSC § 34177, the Successor Agency is legally required to continue to make payments due for enforceable obligations. The CWOB's approval of the ROPS 26-27 A and B will ensure that the Successor Agency has the authority to continue to pay its enforceable obligations.

ATTACHMENT: Resolution.

RESOLUTION NO. 2026-__

A RESOLUTION OF THE IMPERIAL COUNTYWIDE OVERSIGHT BOARD APPROVING THE ESTABLISHMENT OF RECOGNIZED OBLIGATION PAYMENT SCHEDULE 26-27 A & B FOR THE SUCCESSOR AGENCY TO THE CALIPATRIA REDEVELOPMENT AGENCY FOR THE PERIOD OF JULY 2026 THROUGH JUNE 2027 AND APPROVING CERTAIN RELATED ACTIONS

WHEREAS, pursuant to Health and Safety Code (the “HSC”) § 34172 (a) (1), the Calipatria Redevelopment Agency was dissolved on February 1, 2012; and

WHEREAS, consistent with the provisions of the HSC, the City Council of the City of Calipatria previously elected to serve in the capacity of the Successor Agency to the Calipatria Redevelopment Agency (the “Successor Agency”); and

WHEREAS, pursuant to HSC § 34179, the Successor Agency previously established the Calipatria Oversight Board to assist in the wind-down of the former redevelopment agency through June 30, 2018, at which time it was dissolved by operation of law; and

WHEREAS, consistent with HSC § 34179 (j), on July 1, 2018 the Imperial Countywide Oversight Board (the “CWOB”) was established to assist in winding-down the dissolved redevelopment agencies within the County of Imperial; and

WHEREAS, per HSC § 34177 (o) (1), the Successor Agency is required to prepare a Recognized Obligation Payment Schedule (the “ROPS”) before each twelve-month fiscal year period; and

WHEREAS, pursuant to HSC § 34180 (g), CWOB approval is required for the establishment of each ROPS; and

WHEREAS, pursuant to HSC § 34177 (o) (1), a CWOB-approved ROPS 26-27 A and B for the period of July 2026 through June 2027 must be submitted to the State Department of Finance and to the County Auditor-Controller not later than February 1, 2026; and

WHEREAS, pursuant to HSC § 34177, the Successor Agency is legally required to continue to make payments due for enforceable obligations; and

WHEREAS, the CWOB’s approval of the establishment of ROPS 26-27 A and B will ensure that the Successor Agency has the authority to continue to pay its enforceable obligations; and

WHEREAS, it is proposed that the CWOB approve the establishment of the Successor Agency’s ROPS 26-27 A and B, which is attached hereto as Exhibit “A”; and

WHEREAS, all the prerequisites with respect to the approval of this Resolution have been met.

NOW, THEREFORE, BE IT RESOLVED by the Imperial Countywide Oversight Board, as follows:

- Section 1.** The foregoing recitals are true and correct and are a substantive part of this Resolution.
- Section 2.** The Successor Agency's ROPS 26-27 A and B, which is attached hereto as Exhibit "A", is approved, inclusive of each enforceable obligation.
- Section 3.** The amount requested for enforceable obligation No. 11, the Successor Agency's Administrative Cost Allocation, is consistent with the provisions of HSC § 34171 (b) and is thus considered fair and reasonable.
- Section 4.** The Successor Agency is authorized to: i) post that ROPS 26-27 A and B on its website, ii) transmit the ROPS 26-27 A and B to the State Department of Finance, the State Controller's Office and the County Auditor-Controller for their review within the timeframe and in the manner prescribed by the HSC; and iii) make ministerial revisions to ROPS 26-27 A and B, which may include, but are not limited to restating the information included within ROPS 26-27 A and B in any format that may be requested by the State Department of Finance, take such other actions and execute such other documents as are necessary to effectuate the intent of this Resolution, and to implement ROPS 26-27 A and B on behalf of the Successor Agency, including authorizing and causing such payments.
- Section 5.** This Resolution shall take effect upon the date of its adoption.

PASSED, APPROVED AND ADOPTED this 26th day of January 2026.

Madeline Dessert, Chairperson
Countywide Oversight Board

ATTEST

Cynthia Medina, Clerk of the Board

CERTIFICATION:

I, Cynthia Medina, Clerk of the Imperial Countywide Oversight Board, do hereby certify that the foregoing Resolution No. 2026-__ was duly adopted by the Imperial Countywide Oversight Board at a meeting thereof held on the 26th day of January 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Cynthia Medina, Clerk of the Board

EXHIBIT “A”

**SUCCESSOR AGENCY TO THE
CALIPATRIA REDEVELOPMENT AGENCY**

**RECOGNIZED OBLIGATION PAYMENT SCHEDULE 26-27 A and B
(JULY 2026 THROUGH JUNE 2027)**

(See Attachment)