

## AGENDA

### REGULAR MEETING of THE HOLTVILLE CITY COUNCIL 121 WEST FIFTH STREET - HOLTVILLE, CALIFORNIA

Monday, January 13, 2020

5:30 PM

Ginger Ward, Mayor

Richard Layton, Council Member

Steve Walker, City Attorney

James Predmore, Mayor Pro Tem

Michael Pacheco, Council Member

Kariza Sambrano, City Clerk

Mike Goodsell, Council Member

George Morris, City Treasurer

Nick Wells, City Manager

#### THIS IS A PUBLIC MEETING

*If there is an item on the agenda on which you wish to be heard, please come forward to the microphone at the time that the item is being addressed. State your name for the record. All other items can be addressed during the Public Comments portion of the agenda. The Mayor reserves the right to place a time limit on each person asking to be heard.*

### CITY COUNCIL

#### MEETING CONVENED 5:30 PM

**CLOSED SESSION PUBLIC COMMENTS:** This is the time for the public to address the City Council on any item appearing on the Closed Session agenda for this meeting. The Mayor reserves the right to limit the speaker's time. The Mayor will recognize you when you come to the microphone. Please state your name and address for the record. You are not permitted to make personal attacks on individuals or make comments which are slanderous or which may invade an individual's personal privacy.

#### ADJOURN TO CLOSED SESSION

#### CONFERENCE WITH LABOR NEGOTIATORS:

*(Government Code Section 54957.6)*

Agency Negotiator: City Manager/City Attorney

#### PUBLIC EMPLOYMENT:

*(Government Code Section 54957.6)*

City Manager Evaluation

Evaluation Criteria

#### RECONVENE OPEN SESSION

#### PLEDGE of ALLEGIANCE:

#### INVOCATION:

#### CITY CLERK RE: Verification of Posting of the Agenda

#### EXECUTIVE SESSION ANNOUNCEMENTS:

**GENERAL PUBLIC COMMENTS:** This is time for the public to address the City Council on any item that DOES NOT appear on the agenda for this meeting within the purview of the City Council. The Mayor reserves the right to limit the speaker's time. The Mayor will recognize you when you come to the microphone. Please state your name and address for the record. You are not permitted to make personal attacks on individuals or make comments which are slanderous or which may invade an individual's personal privacy.

#### 1. CONSENT AGENDA:

*The items on the Consent Agenda are to be approved without comment. Should any Council Member or member of the public wish to discuss any item, they may request that the item be removed from the Consent Agenda and placed on the NEW Business agenda.*

- a. Approval of the Minutes from the Regular Meeting of December 9, 2019
- b. Current Demands # 41119 thru # 41208

## **REPORTS of OFFICERS, COMMISSIONS, COMMITTEES and COMMUNIQUEs:**

### **2. UNFINISHED BUSINESS:       *None***

- a. PUBLIC HEARING    Waive Second Reading & Discussion/Related Action** to Adopt Ordinance #495 Mandating Green Waste Recycling for Commercial Entities and Some Multi-Family Residential Units  
*Nick Wells, City Manager*

### **3. NEW BUSINESS:**

- a. Discussion/Related Action to Adopt RESOLUTION 20-01** Authorizing Submission of the HOME Investment Partnership Program Application for the Sunset Rose Senior Apartments at 704 East Third Street  
*George Galvan, City Planner*
- b. Discussion/Related Action to Adopt RESOLUTION 20-02** Authorizing a Professional Services Agreement with the County of Imperial to Provide Community Outreach in Relation to the 2020 Census  
*Kariza Preciado, Finance Supervisor*
- c. Discussion/Related Action** to Update County/Regional Appointment List  
*Nick Wells, City Manager*

### **4. STAFF REPORTS**

- a. City Manager Report - *Nick Wells***
- b. Finance Supervisor - *Kariza Preciado***
- c. Police Chief - *Roy Patterson***
- d. Water/Wastewater Supervisor - *Frank Cornejo***
- e. Public Works Foreman - *Alex Chavez***

### **5. Items for future meetings**

### **6. ADJOURNMENT:**

**MINUTES OF THE REGULAR MEETING OF THE  
HOLTVILLE CITY COUNCIL  
Monday, December 9, 2019**

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<b>MEETING DATE:</b>	<i>01/13/20</i>
<b>ITEM NUMBER</b>	<i>1 a</i>
<b>Approvals</b>	<b>CITY MANAGER</b> 
	<b>FINANCE MANAGER</b>
	<b>CITY ATTORNEY</b>

The Regular Meeting of the Holtville City Council was held on Monday, December 9, 2019 at 5:30 p.m. in the Civic Center. Council Members present were Ginger Ward, Richard Layton, Mike Pacheco, Mike Goodsell and Jim Predmore. Staff members present were Nick Wells Kariza Preciado and Roy Patterson. City Attorney Steve Walker and City Treasurer George Morris were present.

**CITY COUNCIL CLOSED SESSION MEETING CALLED TO ORDER:**

Mayor Ginger Ward called the Closed Session meeting to order at 5:30 p.m.

**CONFERENCE WITH REAL PROPERTY NEGOTIATORS:**

*(Government Code Section 54956.8)*

Gary Peacock vs. City of Holtville

**CONFERENCE WITH LABOR NEGOTIATORS:**

*(Government Code Section 54957.6)*

Agency Negotiator: City Manager/City Attorney

**PUBLIC EMPLOYMENT:**

*(Government Code Section 54957.6)*

City Manager Evaluation

Evaluation Criteria

**CITY COUNCIL OPEN SESSION MEETING CALLED TO ORDER:**

Mayor Ginger Ward called the Open Session meeting to order at 6:09 p.m.

**PLEDGE OF ALLEGIANCE:**

Mr. Predmore led the Pledge of Allegiance.

**INVOCATION:**

Mr. Goodsell led the Invocation.

**CITY CLERK RE: VERIFICATION OF POSTING OF AGENDA:**

Interim City Clerk Kariza Preciado verified that the agenda was duly posted on Friday December 6, 2019.

**EXECUTIVE SESSION ANNOUNCEMENTS**

None.

**PUBLIC COMMENTS:**

Ms. Ana Garda of 720 Chestnut Avenue inquired as to why there are not more streetlights in town. She was advised that streetlights are primarily installed at the time of construction of subdivisions and adding them after that time is fairly cost prohibitive.

Ms. Kayla Bravo from 454 Palm Avenue asked the council the minimum age requirement to run for city council. The council advised Ms. Bravo that any person interested in running for office must be at least 18 years of age and a resident of the City of Holtville.

**1. CITY COUNCIL CONSENT AGENDA:**

**a. Approval of the Minutes from the Regular Meeting of November 25, 2019**

**b. Current Demands # 41067 thru # 41118**

*A motion was by Mr. Layton and seconded by Mr. Predmore to approve the minutes from the regular meeting of November 25, 2019 and current demands.*

AYES: Goodsell, Pacheco, Layton, Predmore

NOES: None

ABSENT: None

ABSTAIN: Ward

**REPORTS OF OFFICERS, COMMISSIONS, COMMITTEES, AND COMMUNIQUE:**

Ms. Preciado reported that auditors are in town this week.

Mr. Morris had nothing to report

Mr. Patterson stated he attended the Tree Lighting Ceremony and believed there was a good turnout. He let council know that the contract between ICSO and the City of Holtville is being finalized.

Mr. Goodsell stated the Holtville High School Girls Basketball team finished 4-0 in the Brawley tournament this past week.

Mr. Pacheco reported he attended the Tree Lighting Ceremony and enjoyed it very much.

Ms. Ward reported she also attended the Tree Lighting Ceremony and the Veterans Day Parade. She applauded Haley Dowsey for doing such a great job at putting the whole thing together. She also took part in the Area Agency on Aging Nutrition Committee site visits around the Imperial Valley.

Mr. Layton reported he attended the Tree Lighting Ceremony, attended an Airport Advisory Board meeting and was interviewed by the auditors of MLH.

Mr. Predmore attended the Tree Lighting Ceremony and invited everyone to the ICTC meeting on Wednesday night.

Mr. Walker had nothing to report.

Mr. Wells reported he attended the Tree Lighting Ceremony and had to work through a few bugs in the mic system that night. He attended an IVEDC meeting in regards to broadband coalition which advised that we would be receiving better internet service.

**2. UNFINISHED BUSINESS: None**

**3. NEW BUSINESS:**

**a. PUBLIC HEARING: Introduce and Wave the First Reading of**

**Ordinance #495 Mandating Green Waste Recycling for Commercial Entities  
and Some Multi-Family Residential Units** *Nick Wells, City Manager*

*The Public Hearing was opened at 6:29 p.m. Mr. Wells briefly discussed legislation that necessitates passing such an ordinance. The Public Hearing was closed at 6:36 p.m. A motion was made by Mr. Predmore and seconded by Mr. Goodsell to introduce and waive the first reading of Ordinance #495.*

AYES: Goodsell, Pacheco, Ward, Layton, Predmore

NOES: None

ABSENT: None

ABSTAIN: None

**4. STAFF REPORTS**

- a. **City Manager Report** – *Nick Wells*
- b. Finance Supervisor – *Kariza Preciado*
- c. Police Chief – *Roy Patterson*
- d. Water/Wastewater Supervisor - *Frank Cornejo*
- e. Public Works Foreman – *Alex Chavez*

**5. Items for future meetings:** *None*

**6. ADJOURNMENT:**

There being no further business to come before the Council, Mayor, Ginger Ward adjourned the Meeting at 6:48 p.m.

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**Ginger Ward, Mayor**

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**Kariza Preciado, Interim City Clerk**

**CITY OF HOLTVILLE**  
**Monthly Check Register**

<b>MEETING DATE:</b>	<i>01/13/20</i>
<b>ITEM NUMBER</b>	<i>1 b</i>
<b>Approvals</b>	<b>CITY MANAGER</b> 
	<b>FINANCE MANAGER</b>
	<b>CITY ATTORNEY</b>

Date : 1/9/2020 11:11:10 AM  
 User Name : Lee Ann (Check 41119 Voided)

Calendar Month/Year : <ALL> <ALL>

Fund	Transaction	Due Date	Invoice Number	Description	
<b>Check Number : 41120      Check Date : 12/6/2019</b>					
<b>Vendor : 1306 SILVA, ALEX</b>					
10	91627			VACATION / SICK CASH OUT	1,409.17
<b>Invoice Amount</b>	<b>: 1,409.17</b>	<b>Discount Amount</b>	<b>: 0.00</b>	<b>Check Amount</b>	<b>: 1,409.17</b>
<b>Check Number : 41121      Check Date : 12/16/2019</b>					
<b>Vendor : 8943 ISREAL AVILA</b>					
10	91786			RETRO PP 11/24/19 TO 12/07/19	26.99
<b>Invoice Amount</b>	<b>: 26.99</b>	<b>Discount Amount</b>	<b>: 0.00</b>	<b>Check Amount</b>	<b>: 26.99</b>
<b>Check Number : 41122      Check Date : 12/17/2019</b>					
<b>Vendor : 8041 AFLAC</b>					
10	91735	12/13/2019	602527	INSURANCE PREMIUM	104.26
<b>Invoice Amount</b>	<b>: 104.26</b>	<b>Discount Amount</b>	<b>: 0.00</b>	<b>Check Amount</b>	<b>: 104.26</b>
<b>Check Number : 41123      Check Date : 12/17/2019</b>					
<b>Vendor : 1771 AIRWAVE COMMUNICATION</b>					
10	91653	12/12/2019	611005	RADIO MAINT.	226.00
<b>Invoice Amount</b>	<b>: 226.00</b>	<b>Discount Amount</b>	<b>: 0.00</b>	<b>Check Amount</b>	<b>: 226.00</b>
<b>Check Number : 41124      Check Date : 12/17/2019</b>					
<b>Vendor : 1433 APPLIED INDUSTRIAL TECHNOLOGIES</b>					
12	91663	12/12/2019	7017694330	GLOVES	239.45
<b>Invoice Amount</b>	<b>: 239.45</b>	<b>Discount Amount</b>	<b>: 0.00</b>	<b>Check Amount</b>	<b>: 239.45</b>
<b>Check Number : 41125      Check Date : 12/17/2019</b>					
<b>Vendor : 1796 ARAMARK SERVICES, INC.</b>					
10	91804	12/17/2019	NOV. 2019	UNIFORMS PW	455.05
11	91804	12/17/2019	NOV. 2019	UNIFORMS PW	797.02
12	91804	12/17/2019	NOV. 2019	UNIFORMS PW	808.44
<b>Invoice Amount</b>	<b>: 2,060.51</b>	<b>Discount Amount</b>	<b>: 0.00</b>	<b>Check Amount</b>	<b>: 2,060.51</b>
<b>Check Number : 41126      Check Date : 12/17/2019</b>					
<b>Vendor : 2378 AT&amp;T</b>					
10	91788	12/16/2019	DEC. 2019	TELEPHONE CHARGES	484.39
11	91788	12/16/2019	DEC. 2019	TELEPHONE CHARGES	61.39
12	91788	12/16/2019	DEC. 2019	TELEPHONE CHARGES	99.39
<b>Invoice Amount</b>	<b>: 645.17</b>	<b>Discount Amount</b>	<b>: 0.00</b>	<b>Check Amount</b>	<b>: 645.17</b>
<b>Check Number : 41127      Check Date : 12/17/2019</b>					
<b>Vendor : 8910 ATS ENVIRONMENTAL, INC.</b>					
12	91654	12/12/2019	19-7076	LAB ANALYSIS	85.00
12	91672	12/12/2019	19-7036	LAB ANALYSIS	85.00
12	91673	12/12/2019	19-7038	LAB ANAYSIS	85.00
12	91750	12/16/2019	19-7258	LAB ANALYSIS	85.00
12	91761	12/16/2019	19-7166	LAB ANALYSIS	85.00
12	91762	12/16/2019	19-7191	LAB ANALYSIS	83.00
12	91763	12/16/2019	19-7169	LAB ANALYSIS	85.00
12	91764	12/16/2019	19-7205	LAB ANALYSIS	83.00
12	91765	12/16/2019	19-7099	LAB ANALYSIS	85.00
<b>Invoice Amount</b>	<b>: 761.00</b>	<b>Discount Amount</b>	<b>: 0.00</b>	<b>Check Amount</b>	<b>: 761.00</b>
<b>Check Number : 41128      Check Date : 12/17/2019</b>					
<b>Vendor : 7800 AUTO ZONE COMMERCIAL</b>					
10	91647	12/12/2019	5648969855	CAR BATTERY (ACO/STREETS TRU	250.97
12	91767	12/16/2019	5648965141	AIR FILTERS; WIPER BLADES; SEAT	243.89
<b>Invoice Amount</b>	<b>: 494.86</b>	<b>Discount Amount</b>	<b>: 0.00</b>	<b>Check Amount</b>	<b>: 494.86</b>
<b>Check Number : 41129      Check Date : 12/17/2019</b>					
<b>Vendor : 1237 BABCOCK &amp; SONS, INC.</b>					
					PW

## CITY OF HOLTVILLE

### Monthly Check Register

Date : 1/9/2020 11:11:10 AM

User Name : Lee Ann

Calendar Month/Year : &lt;ALL&gt; &lt;ALL&gt;

Fund	Transaction	Due Date	Invoice Number	Description	PO Number	Amount
11	91669	12/12/2019	BL90058-2279	LAB ANALYSIS		32.00
11	91670	12/12/2019	BL90045-2279	LAB ANALYSIS		615.00
11	91671	12/12/2019	BL90048-2279	LAB ANALYSIS	PW	144.00
12	91768	12/16/2019	BL90703-2279	LAB ANALYSIS		24.00
12	91769	12/16/2019	BL90705-2279	LAB ANALYSIS		24.00
<b>Invoice Amount</b> : 839.00		<b>Discount Amount</b> : 0.00		<b>Check Amount</b> :		839.00
<b>Check Number</b> : 41130		<b>Check Date</b> : 12/17/2019				
<b>Vendor</b> : 4617 BAJA DESERT TIRE						PW
11	91657	12/12/2019	53689	REPAIR FLAT TIRE		15.00
<b>Invoice Amount</b> : 15.00		<b>Discount Amount</b> : 0.00		<b>Check Amount</b> :		15.00
<b>Check Number</b> : 41131		<b>Check Date</b> : 12/17/2019				
<b>Vendor</b> : 8717 CONTROL SYSTEMS ENGINEERING, INC.						PW
12	91771	12/16/2019	2019-1209	BASIC CARE RENEWAL INDUCTIVE AU		4,814.58
<b>Invoice Amount</b> : 4,814.58		<b>Discount Amount</b> : 0.00		<b>Check Amount</b> :		4,814.58
<b>Check Number</b> : 41132		<b>Check Date</b> : 12/17/2019				
<b>Vendor</b> : 2320 COUNTY MOTOR PARTS						
12	91744	12/16/2019	258289	FUEL FILTER		23.46
12	91801	12/17/2019	258358	HEAVY DUTY ANTI FREEZE	PW	27.99
11	91802	12/17/2019	258355	BELT; TENSIONER ASSEMBLY		94.04
12	91802	12/17/2019	258355	BELT; TENSIONER ASSEMBLY		94.05
12	91803	12/17/2019	258356	OIL FILTERS; OIL		295.80
<b>Invoice Amount</b> : 535.34		<b>Discount Amount</b> : 0.00		<b>Check Amount</b> :		535.34
<b>Check Number</b> : 41133		<b>Check Date</b> : 12/17/2019				
<b>Vendor</b> : 1907 COUNTY OF SAN DIEGO, RCS						
10	91685	12/12/2019	20HOLTFDN05	MHZ RADIOS	FD	712.50
11	91685	12/12/2019	20HOLTFDN05	MHZ RADIOS	PW	71.25
12	91685	12/12/2019	20HOLTFDN05	MHZ RADIOS		71.25
<b>Invoice Amount</b> : 855.00		<b>Discount Amount</b> : 0.00		<b>Check Amount</b> :		855.00
<b>Check Number</b> : 41134		<b>Check Date</b> : 12/17/2019				
<b>Vendor</b> : 8752 DANIEL RODRIGUEZ						PW
12	91667	12/12/2019	001	WELDING REPAIR WWTP		3,200.00
<b>Invoice Amount</b> : 3,200.00		<b>Discount Amount</b> : 0.00		<b>Check Amount</b> :		3,200.00
<b>Check Number</b> : 41135		<b>Check Date</b> : 12/17/2019				
<b>Vendor</b> : 1131 EMPLOYMENT DEVELOPMENT DEPT						ADMIN
10	91790	12/9/2019	L0868323168	UNEMPLOYMENT		219.98
<b>Invoice Amount</b> : 219.98		<b>Discount Amount</b> : 0.00		<b>Check Amount</b> :		219.98
<b>Check Number</b> : 41136		<b>Check Date</b> : 12/17/2019				
<b>Vendor</b> : 8919 ERICSSON-GRANT, INC.						PLANNING
10	91676	12/12/2019	58003	ENVIRONMENTAL REVIEW AND PLAN	MELON PROPERTIES	2,550.00
<b>Invoice Amount</b> : 2,550.00		<b>Discount Amount</b> : 0.00		<b>Check Amount</b> :		2,550.00
<b>Check Number</b> : 41137		<b>Check Date</b> : 12/17/2019				
<b>Vendor</b> : 1124 FEDERAL EXPRESS						
11	91662	12/12/2019	684624526	FED EX SAMPLES	PW	91.58
12	91756	12/16/2019	6-859-54532	FED EX SAMPLES		91.14
<b>Invoice Amount</b> : 182.72		<b>Discount Amount</b> : 0.00		<b>Check Amount</b> :		182.72
<b>Check Number</b> : 41138		<b>Check Date</b> : 12/17/2019				
<b>Vendor</b> : 4662 FERNANDO RUIZ, INC.						
10	91658	12/12/2019	12833	SAFETY CONSULTING FOR DECEMBER		235.00
11	91658	12/12/2019	12833	SAFETY CONSULTING FOR DECEMBER	PW	235.00
12	91658	12/12/2019	12833	SAFETY CONSULTING FOR DECEMBER		235.00
10	91659	12/12/2019	143007	SAFETY CONSULTING SEPT. 2019		235.00

## CITY OF HOLTVILLE

### Monthly Check Register

Date : 1/9/2020 11:11:10 AM

User Name : Lee Ann

Calendar Month/Year : &lt;ALL&gt; &lt;ALL&gt;

Fund	Transaction	Due Date	Invoice Number	Description	PO Number	Amount
11	91659	12/12/2019	143007	SAFETY CONSULTING SEPT. 2019		235.00
12	91659	12/12/2019	143007	SAFETY CONSULTING SEPT. 2019		235.00
10	91660	12/12/2019	143282	SAFETY CONSULTING OCT. 2019		235.00
11	91660	12/12/2019	143282	SAFETY CONSULTING OCT. 2019	PW	235.00
12	91660	12/12/2019	143282	SAFETY CONSULTING OCT. 2019		235.00
10	91661	12/12/2019	12633	SAFETY CONSULTING NOV. 2019		235.00
11	91661	12/12/2019	12633	SAFETY CONSULTING NOV. 2019		235.00
12	91661	12/12/2019	12633	SAFETY CONSULTING NOV. 2019		235.00
<b>Invoice Amount</b>		: 2,820.00	<b>Discount Amount</b>		: 0.00	<b>Check Amount</b> : 2,820.00
<b>Check Number</b>		: 41139	<b>Check Date</b>		: 12/17/2019	
<b>Vendor</b>		: 1073 FIRE, ETC.				FD
10	91743	12/16/2019	136924	FIREHOSE		343.25
<b>Invoice Amount</b>		: 343.25	<b>Discount Amount</b>		: 0.00	<b>Check Amount</b> : 343.25
<b>Check Number</b>		: 41140	<b>Check Date</b>		: 12/17/2019	
<b>Vendor</b>		: 1389 HOLTVILLE FIREFIGHTERS ASSOCIATION				FD
10	91736	12/13/2019	12/16/19	FIRE ASSOCIATION DUES PP#13 THR		720.00
<b>Invoice Amount</b>		: 720.00	<b>Discount Amount</b>		: 0.00	<b>Check Amount</b> : 720.00
<b>Check Number</b>		: 41141	<b>Check Date</b>		: 12/17/2019	
<b>Vendor</b>		: 1019 HOLTVILLE TRIBUNE				TRASH
13	91678	12/12/2019	0100416	LEGAL AD FOR COMMERCIAL/MULTI		441.00
<b>Invoice Amount</b>		: 441.00	<b>Discount Amount</b>		: 0.00	<b>Check Amount</b> : 441.00
<b>Check Number</b>		: 41142	<b>Check Date</b>		: 12/17/2019	
<b>Vendor</b>		: 1638 HOME DEPOT/GECF				PW
12	91766	12/16/2019	9164940	DIFFERENCE OF RETURNED ICE MACH		244.25
<b>Invoice Amount</b>		: 244.25	<b>Discount Amount</b>		: 0.00	<b>Check Amount</b> : 244.25
<b>Check Number</b>		: 41143	<b>Check Date</b>		: 12/17/2019	
<b>Vendor</b>		: 1309 I.C. AIR POLLUTION CONTROL DISTRICT				
10	91722	12/12/2019	3410 PTO (2020)	2020 APCD PERMIT RENEWAL 121 W		194.50
12	91745	12/16/2019	3556 PTO 2020	APCD PERMIT # 3556 PTO	PW	470.00
12	91746	12/16/2019	4485 PTO 2020	APCD 4485 PTO		194.50
11	91747	12/16/2019	2522 PTO 2020	APCD 2522 PTO		194.50
11	91749	12/16/2019	2959 PTO 2020	APCD 2959 PTO		194.50
<b>Invoice Amount</b>		: 1,248.00	<b>Discount Amount</b>		: 0.00	<b>Check Amount</b> : 1,248.00
<b>Check Number</b>		: 41144	<b>Check Date</b>		: 12/17/2019	
<b>Vendor</b>		: 1024 I.C. HEALTH DEPARTMENT				PW
11	91748	12/16/2019	20608	PRE EMPLOYMENT M. ZAMORA		149.00
<b>Invoice Amount</b>		: 149.00	<b>Discount Amount</b>		: 0.00	<b>Check Amount</b> : 149.00
<b>Check Number</b>		: 41145	<b>Check Date</b>		: 12/17/2019	
<b>Vendor</b>		: 4642 I.C. PUBLIC HEALTH DEPT. LAB.				
11	91664	12/12/2019	20498	WATER ANALYSIS	PW	240.00
11	91755	12/16/2019	20594	WATER ANALYSIS		240.00
<b>Invoice Amount</b>		: 480.00	<b>Discount Amount</b>		: 0.00	<b>Check Amount</b> : 480.00
<b>Check Number</b>		: 41146	<b>Check Date</b>		: 12/17/2019	
<b>Vendor</b>		: 1026 IMPERIAL IRRIGATION DISTRICT				
10	91738	12/13/2019	DEC. 2019 PARKS	ELECTRICITY PARKS	PW	1,884.73
10	91739	12/13/2019	DEC. 2019	ELECTRICITY		3,987.69
11	91739	12/13/2019	DEC. 2019	ELECTRICITY		7,458.95
12	91739	12/13/2019	DEC. 2019	ELECTRICITY		4,211.72
<b>Invoice Amount</b>		: 17,543.09	<b>Discount Amount</b>		: 0.00	<b>Check Amount</b> : 17,543.09
<b>Check Number</b>		: 41147	<b>Check Date</b>		: 12/17/2019	
<b>Vendor</b>		: 2137 IMPERIAL IRRIGATION DISTRICT (WATER)				

## CITY OF HOLTVILLE

### Monthly Check Register

Date : 1/9/2020 11:11:10 AM

User Name : Lee Ann

Calendar Month/Year : &lt;ALL&gt; &lt;ALL&gt;

Fund	Transaction	Due Date	Invoice Number	Description	PO Number	Amount
11	91751	12/16/2019	DEC. 2020	RAW WATER CHARGES	PW	3,540.00
<b>Invoice Amount</b> : 3,540.00		<b>Discount Amount</b> : 0.00		<b>Check Amount</b> :		3,540.00

Check Number : 41148 Check Date : 12/17/2019

Vendor : 1027 IMPERIAL STORES

10	91648	12/12/2019	635067	FLOOR SCRUB BRUSH		8.23
10	91649	12/12/2019	635060	PREMIX FUEL		42.65
10	91650	12/12/2019	635048	CLEANING SUPPLIES		22.55
10	91655	12/12/2019	635112	CHRISTMAS LIGHTS ON WATER TOW		9.69
10	91656	12/12/2019	634886	SPRAY PAINT		4.64
12	91674	12/12/2019	634255	HEX BOLTS; PLUG TAP		16.22
10	91686	12/12/2019	634028	CHAIN LUBRICANT; DISH SOAP		42.42
10	91687	12/12/2019	633224	TRASH BAGS		18.31
10	91690	12/12/2019	634852	STAPLES		3.67
10	91691	12/12/2019	634850	CHRISTMAS LIGHTS		178.35
10	91692	12/12/2019	634464	BRASS COUPLING		4.64
10	91693	12/12/2019	634836	CONCRETE MIX		11.83
11	91694	12/12/2019	635033	SWIVEL UNION		11.62
11	91699	12/12/2019	632182	MARKING PAINT		13.57
12	91699	12/12/2019	632182	MARKING PAINT		13.57
10	91700	12/12/2019	632197	HOOK AND PICK SET; ROUND UP		55.25
10	91701	12/12/2019	632532	SLIP TEE; TEE SXST		2.68
10	91702	12/12/2019	632534	PVC SLIP TEE; SLIP BUSHING		2.20
10	91703	12/12/2019	632535	ROTO SPRINKLER; ;SLIP ELL		14.50
10	91704	12/12/2019	632564	ROTO SPRINKLER; BATTERIES		31.00
10	91705	12/12/2019	632756	SLIP BUSHING; SXS COUPLING; PVC S		8.01
10	91706	12/12/2019	632801	FEMALE ADAPTER		4.59
10	91707	12/12/2019	632802	BUSHINGS; ELL; WRENCH		49.41
10	91708	12/12/2019	632981	CLEANING SUPPLIES; SLIP TEES; SOS		24.70
10	91709	12/12/2019	633041	RECIP BLADE SET		22.29
10	91710	12/12/2019	633393	PVC; FITTINGS; ADAPTERS TR		8.48
10	91711	12/12/2019	633679	MARKERS		5.80
11	91712	12/12/2019	633693	BLUE SPRAY		9.29
10	91713	12/12/2019	633887	TAPE; CABLE TIES TREES AL		53.28
10	91714	12/12/2019	633940	CLEANING SUPPLIES; TRASH BAGS;		40.51
10	91715	12/12/2019	634208	HASP; SPECIAL TOOL		13.55
10	91716	12/12/2019	634341	GOPHER GASSER; LIGHTER; SPRINKL		62.54
10	91717	12/12/2019	634475	MALLET; GRASS SEED		20.34
10	91718	12/12/2019	634811	CHRISTMAS LIGHTS		125.99
10	91719	12/12/2019	634618	PLASTIC SEAT BOLTS; IMPACT DRILL		44.37
11	91720	12/12/2019	634640	BRASS SOLID PLUG		6.38
11	91757	12/16/2019	634390	COMM SPRAY		16.46
11	91758	12/16/2019	634343	TRASH CAN; PRO SPRAY;		41.33
11	91759	12/16/2019	633780	BATTERIES; WATER NOZZLE; LETTE		50.43
11	91760	12/16/2019	632043	HAMMER BIT; PERCUSSION BIT; MON		16.55
<b>Invoice Amount</b> : 1,131.89		<b>Discount Amount</b> : 0.00		<b>Check Amount</b> :		1,131.89

Check Number : 41149 Check Date : 12/17/2019

Vendor : 2077 ISAIAS CARRANCO

11	91675	12/12/2019	GRADE T2 RENEWA	REIMB. FOR WATER TREATMENT RE	PW	160.00
<b>Invoice Amount</b> : 160.00		<b>Discount Amount</b> : 0.00		<b>Check Amount</b> :		160.00

Check Number : 41150 Check Date : 12/17/2019

Vendor : 8740 JADE SECURITY SYSTEMS, INC.

## CITY OF HOLTVILLE

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Fund	Transaction	Due Date	Invoice Number	Description	PO Number	Amount
11	91753	12/16/2019	0161742	MONITORING SYSTEMS	PW	59.98
12	91753	12/16/2019	0161742	MONITORING SYSTEMS		59.99
<b>Invoice Amount</b> : 119.97		<b>Discount Amount</b> : 0.00		<b>Check Amount</b> :		119.97
<b>Check Number</b> : 41151		<b>Check Date</b> : 12/17/2019				
<b>Vendor</b> : 8942 JOSHUA RODRIQUEZ						
10	91772	12/16/2019	10/24/19	REIMB. FOR ACCOMODATIONS DURIN	FD STRIKE TEAM	104.50
<b>Invoice Amount</b> : 104.50		<b>Discount Amount</b> : 0.00		<b>Check Amount</b> :		104.50
<b>Check Number</b> : 41152		<b>Check Date</b> : 12/17/2019				
<b>Vendor</b> : 8805 KXO RADIO						
10	91677	12/12/2019	19110142	KXO AD FOR VETERANS PARADE	VETERANS PARADE	150.00
<b>Invoice Amount</b> : 150.00		<b>Discount Amount</b> : 0.00		<b>Check Amount</b> :		150.00
<b>Check Number</b> : 41153		<b>Check Date</b> : 12/17/2019				
<b>Vendor</b> : 2278 LA BRUCHERIE IRRIGATION SUPPLY						
11	91787	12/16/2019	190368c	PVC PIPE; REPAIR PARTS	WTP PW	91.11
<b>Invoice Amount</b> : 91.11		<b>Discount Amount</b> : 0.00		<b>Check Amount</b> :		91.11
<b>Check Number</b> : 41154		<b>Check Date</b> : 12/17/2019				
<b>Vendor</b> : 2143 LOWES BUSINESS ACCOUNT						
11	91695	12/12/2019	2358719	20 PC RATCHETTING WRENCH	PW	43.64
12	91695	12/12/2019	2358719	20 PC RATCHETTING WRENCH		43.65
11	91696	12/12/2019	2996682	ADAPTER BATTERY FOR POWER TO		101.81
12	91696	12/12/2019	2996682	ADAPTER BATTERY FOR POWER TO		101.81
<b>Invoice Amount</b> : 290.91		<b>Discount Amount</b> : 0.00		<b>Check Amount</b> :		290.91
<b>Check Number</b> : 41155		<b>Check Date</b> : 12/17/2019				
<b>Vendor</b> : 8773 LUI GARZA						
12	91665	12/12/2019	1012	CONSULTING SERVICES	PW	500.00
<b>Invoice Amount</b> : 500.00		<b>Discount Amount</b> : 0.00		<b>Check Amount</b> :		500.00
<b>Check Number</b> : 41156		<b>Check Date</b> : 12/17/2019				
<b>Vendor</b> : 4619 LUIS M. ESTRADA						
12	91697	12/12/2019	1356	REPAIRS TO VACTOR	PW	120.00
11	91698	12/12/2019	1357	REPAIRS TO PW VEHICLE (DAVID)		130.00
12	91698	12/12/2019	1357	REPAIRS TO PW VEHICLE (DAVID)		130.00
<b>Invoice Amount</b> : 380.00		<b>Discount Amount</b> : 0.00		<b>Check Amount</b> :		380.00
<b>Check Number</b> : 41157		<b>Check Date</b> : 12/17/2019				
<b>Vendor</b> : 1095 MOSS, LEVY & HARTZHEIM (bh)						
10	91682	12/12/2019	9585	STREET REPORT	ADMIN	900.00
<b>Invoice Amount</b> : 900.00		<b>Discount Amount</b> : 0.00		<b>Check Amount</b> :		900.00
<b>Check Number</b> : 41158		<b>Check Date</b> : 12/17/2019				
<b>Vendor</b> : 8761 PEOPLEREADY,INC.						
12	91666	12/12/2019	25404404	TEMP EMPLOYEE WWTP	PW	594.16
12	91668	12/12/2019	25385593	TEMP EMPLOYEE WWTP		594.16
10	91688	12/12/2019	25422040	TEMP EMPLOYEE		583.55
12	91770	12/16/2019	25422041	TEMP EMPLOYEE WWTP		594.16
<b>Invoice Amount</b> : 2,366.03		<b>Discount Amount</b> : 0.00		<b>Check Amount</b> :		2,366.03
<b>Check Number</b> : 41159		<b>Check Date</b> : 12/17/2019				
<b>Vendor</b> : 1489 PERMA						
10	91680	12/12/2019	2ND QUARTER	WORKERS COMP. QUARTERLY DEPOS	ADMIN	8,649.00
11	91680	12/12/2019	2ND QUARTER	WORKERS COMP. QUARTERLY DEPOS		4,639.50
12	91680	12/12/2019	2ND QUARTER	WORKERS COMP. QUARTERLY DEPOS		6,616.25
<b>Invoice Amount</b> : 19,904.75		<b>Discount Amount</b> : 0.00		<b>Check Amount</b> :		19,904.75
<b>Check Number</b> : 41160		<b>Check Date</b> : 12/17/2019				
<b>Vendor</b> : 1450 PITNEY BOWES GLOBAL FINANCE SERVICES LLC						

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Fund	Transaction	Due Date	Invoice Number	Description	PO Number	Amount
10	91683	12/12/2019	3103560448	FOLDING MACHINE		44.70
11	91683	12/12/2019	3103560448	FOLDING MACHINE	ADMIN	44.70
12	91683	12/12/2019	3103560448	FOLDING MACHINE		44.71
<b>Invoice Amount</b> : 134.11		<b>Discount Amount</b> : 0.00		<b>Check Amount</b> :		134.11
<b>Check Number</b> : 41161		<b>Check Date</b> : 12/17/2019				
<b>Vendor</b> : 1176 QUILL CORPORATION						
10	91679	12/12/2019	2719042	OFFICE SUPPLIES	ADMIN	24.16
11	91679	12/12/2019	2719042	OFFICE SUPPLIES	PW	24.16
12	91679	12/12/2019	2719042	OFFICE SUPPLIES		24.17
<b>Invoice Amount</b> : 72.49		<b>Discount Amount</b> : 0.00		<b>Check Amount</b> :		72.49
<b>Check Number</b> : 41162		<b>Check Date</b> : 12/17/2019				
<b>Vendor</b> : 2241 REDDY ICE						
10	91652	12/12/2019	1060100349	ICE	FD	53.88
<b>Invoice Amount</b> : 53.88		<b>Discount Amount</b> : 0.00		<b>Check Amount</b> :		53.88
<b>Check Number</b> : 41163		<b>Check Date</b> : 12/17/2019				
<b>Vendor</b> : 1043 SELLERS PETROLEUM						
10	91646	12/12/2019	CL07031	FUEL FD	FD	1,216.85
10	91689	12/12/2019	CL07032	FUEL (PW)	PW	766.45
11	91689	12/12/2019	CL07032	FUEL (PW)		1,236.05
12	91689	12/12/2019	CL07032	FUEL (PW)		507.45
<b>Invoice Amount</b> : 3,726.80		<b>Discount Amount</b> : 0.00		<b>Check Amount</b> :		3,726.80
<b>Check Number</b> : 41164		<b>Check Date</b> : 12/17/2019				
<b>Vendor</b> : 8138 SERVICE MASTER						
10	91723	12/12/2019	33222	JANITORIAL SERVICES FOR CITY BLD	PW	1,626.75
<b>Invoice Amount</b> : 1,626.75		<b>Discount Amount</b> : 0.00		<b>Check Amount</b> :		1,626.75
<b>Check Number</b> : 41165		<b>Check Date</b> : 12/17/2019				
<b>Vendor</b> : 7841 SPARKLETTS						
10	91684	12/12/2019	9439337120119	DRINKING WATER	PW	69.19
10	91721	12/12/2019	9431538120119	DRINKING WATER		231.53
<b>Invoice Amount</b> : 300.72		<b>Discount Amount</b> : 0.00		<b>Check Amount</b> :		300.72
<b>Check Number</b> : 41166		<b>Check Date</b> : 12/17/2019				
<b>Vendor</b> : 1109 SPRINT						
11	91752	12/16/2019	984297987-137	CELL PHONE WTP DATA LINE	PW	35.36
<b>Invoice Amount</b> : 35.36		<b>Discount Amount</b> : 0.00		<b>Check Amount</b> :		35.36
<b>Check Number</b> : 41167		<b>Check Date</b> : 12/17/2019				
<b>Vendor</b> : 1419 STAPLES CREDIT						
11	91681	12/12/2019	2393295481	INK CARTRIDGES	PW	73.25
<b>Invoice Amount</b> : 73.25		<b>Discount Amount</b> : 0.00		<b>Check Amount</b> :		73.25
<b>Check Number</b> : 41168		<b>Check Date</b> : 12/17/2019				
<b>Vendor</b> : 8707 TARGETSOLUTIONS LEARNING LLC 892071						
10	91791	12/16/2019	32953	TRAINING PLATFORM	FD	189.41
<b>Invoice Amount</b> : 189.41		<b>Discount Amount</b> : 0.00		<b>Check Amount</b> :		189.41
<b>Check Number</b> : 41169		<b>Check Date</b> : 12/17/2019				
<b>Vendor</b> : 8700 TRACTOR SUPPLY CREDIT PLAN						
11	91754	12/16/2019	200085955	TOOL BOX FOR TRUCK	PW	66.52
12	91754	12/16/2019	200085955	TOOL BOX FOR TRUCK		66.52
<b>Invoice Amount</b> : 133.04		<b>Discount Amount</b> : 0.00		<b>Check Amount</b> :		133.04
<b>Check Number</b> : 41170		<b>Check Date</b> : 12/17/2019				
<b>Vendor</b> : 1152 UNION BANK						
10	91737	12/13/2019	1184175-1	HOLTVILLE RDA ADMIN FEES SHORT	ADMIN	35.00
<b>Invoice Amount</b> : 35.00		<b>Discount Amount</b> : 0.00		<b>Check Amount</b> :		35.00

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Fund	Transaction	Due Date	Invoice Number	Description	PO Number	Amount
<b>Check Number : 41171      Check Date : 12/17/2019</b>						
<b>Vendor : 1022 VANTAGE POINT TRANSFER - 457      ADMIN</b>						
10	91800	12/17/2019	PP# 23-24-25	PP# 23,24,25 CM RETIRMENT		456.66
<b>Invoice Amount : 456.66      Discount Amount : 0.00      Check Amount : 456.66</b>						
<b>Check Number : 41172      Check Date : 12/17/2019</b>						
<b>Vendor : 8116 VANTAGE POINT TRANSFER AGENTS - 108793</b>						
10	91798	12/17/2019	PP# 24 11/29/19	PP# 24 RETIREMENT; PENSION REPAY		4,133.77
11	91798	12/17/2019	PP# 24 11/29/19	PP# 24 RETIREMENT; PENSION REPAY		767.47
12	91798	12/17/2019	PP# 24 11/29/19	PP# 24 RETIREMENT; PENSION REPAY	ADMIN	1,153.60
10	91799	12/17/2019	PP# 25 12/13/1	PP# 25 RETIREMENT; PENSION REPA		4,215.45
11	91799	12/17/2019	PP# 25 12/13/1	PP# 25 RETIREMENT; PENSION REPA		772.78
12	91799	12/17/2019	PP# 25 12/13/1	PP# 25 RETIREMENT; PENSION REPA		1,168.59
<b>Invoice Amount : 12,211.66      Discount Amount : 0.00      Check Amount : 12,211.66</b>						
<b>Check Number : 41173      Check Date : 12/17/2019</b>						
<b>Vendor : 1231 WALKER &amp; DRISKILL      ADMIN</b>						
10	91734	12/13/2019	9618	ATTORNEY FEES		825.00
<b>Invoice Amount : 825.00      Discount Amount : 0.00      Check Amount : 825.00</b>						
<b>Check Number : 41174      Check Date : 12/17/2019</b>						
<b>Vendor : 8193 WESTAIR GASES &amp; EQUIPMENT      FD</b>						
10	91651	12/12/2019	01339323-00	MEDICAL OXYGEN		293.35
<b>Invoice Amount : 293.35      Discount Amount : 0.00      Check Amount : 293.35</b>						
<b>Check Number : 41175      Check Date : 12/18/2019</b>						
<b>Vendor : 4619 LUIS M. ESTRADA</b>						
11	91807	12/18/2019	1359	REPAIRS TO PW VEHICLE (CHAVEZ)	PW	65.00
12	91807	12/18/2019	1359	REPAIRS TO PW VEHICLE (CHAVEZ)		65.00
<b>Invoice Amount : 130.00      Discount Amount : 0.00      Check Amount : 130.00</b>						
<b>Check Number : 41176      Check Date : 12/19/2019</b>						
<b>Vendor : 8168 HOT RODS AND BEER      ADMIN</b>						
10	91810	12/19/2019	12/18/19	CITY EMPLOYEE LUNCHEON		353.01
<b>Invoice Amount : 353.01      Discount Amount : 0.00      Check Amount : 353.01</b>						
<b>Check Number : 41177      Check Date : 12/30/2019</b>						
<b>Vendor : 8943 ISREAL AVILA      PW</b>						
10	91871			RETRO 12/22/19 TO 1/4/20		108.02
<b>Invoice Amount : 108.02      Discount Amount : 0.00      Check Amount : 108.02</b>						
<b>Check Number : 41178      Check Date : 1/7/2020</b>						
<b>Vendor : 8041 AFLAC</b>						
10	91918	1/6/2020	762395	INSURANCE PREMIUM	ADMIN	104.26
<b>Invoice Amount : 104.26      Discount Amount : 0.00      Check Amount : 104.26</b>						
<b>Check Number : 41179      Check Date : 1/7/2020</b>						
<b>Vendor : 1771 AIRWAVE COMMUNICATION      FD</b>						
10	91947	1/6/2020	437780	TECH LABOR 800 MHZ RADIO OPERA		82.50
<b>Invoice Amount : 82.50      Discount Amount : 0.00      Check Amount : 82.50</b>						
<b>Check Number : 41180      Check Date : 1/7/2020</b>						
<b>Vendor : 8721 ALEJANDRO ESTRADA</b>						
10	91911	1/6/2020	1185	COMPUTER CONSULTING	ADMIN	616.67
11	91911	1/6/2020	1185	COMPUTER CONSULTING		426.66
12	91911	1/6/2020	1185	COMPUTER CONSULTING		291.67
<b>Invoice Amount : 1,335.00      Discount Amount : 0.00      Check Amount : 1,335.00</b>						
<b>Check Number : 41181      Check Date : 1/7/2020</b>						
<b>Vendor : 8016 AT&amp;T MOBILITY</b>						
10	92043	1/7/2020	DEC. 2019	CELL PHONE	ADMIN	89.86

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Fund	Transaction	Due Date	Invoice Number	Description	PO Number	Amount
<b>Invoice Amount</b> : 89.86		<b>Discount Amount</b> : 0.00		<b>Check Amount</b> :		89.86
<b>Check Number</b> : 41182		<b>Check Date</b> : 1/7/2020				
<b>Vendor</b> : 8910 ATS ENVIRONMENTAL, INC.						
12	91929	1/6/2020	19-7287	LAB ANALYSIS	PW	83.00
12	91930	1/6/2020	19-7283	LAB ANALYSIS		94.00
12	91931	1/6/2020	19-7257	LAB ANALYSIS		85.00
12	91932	1/6/2020	19-6949	LAB ANALYSIS		166.00
<b>Invoice Amount</b> : 428.00		<b>Discount Amount</b> : 0.00		<b>Check Amount</b> :		428.00
<b>Check Number</b> : 41183		<b>Check Date</b> : 1/7/2020				
<b>Vendor</b> : 1237 BABCOCK & SONS, INC.						
11	91924	1/6/2020	BL92545-2279	LAB ANALYSIS		32.00
11	91925	1/6/2020	BL92542-2279	LAB ANALYSIS	PW	169.00
12	91974	1/6/2020	BL91520-2279	LAB ANALYSIS		79.50
12	91977	1/6/2020	BL91287-2279	LAB ANALYSIS		591.00
<b>Invoice Amount</b> : 871.50		<b>Discount Amount</b> : 0.00		<b>Check Amount</b> :		871.50
<b>Check Number</b> : 41184		<b>Check Date</b> : 1/7/2020				
<b>Vendor</b> : 2030 BLUE SHIELD OF CALIFORNIA						
10	91919	1/6/2020	JAN 2020	INSURANCE PREMIUM	ADMIN	2,449.42
11	91919	1/6/2020	JAN 2020	INSURANCE PREMIUM		1,580.20
12	91919	1/6/2020	JAN 2020	INSURANCE PREMIUM		1,387.19
<b>Invoice Amount</b> : 5,416.81		<b>Discount Amount</b> : 0.00		<b>Check Amount</b> :		5,416.81
<b>Check Number</b> : 41185		<b>Check Date</b> : 1/7/2020				
<b>Vendor</b> : 8842 CALIBER COLLISION						
10	91980	1/6/2020	1031006071	REPAIRS TO TAHOE	FD	395.87
<b>Invoice Amount</b> : 395.87		<b>Discount Amount</b> : 0.00		<b>Check Amount</b> :		395.87
<b>Check Number</b> : 41186		<b>Check Date</b> : 1/7/2020				
<b>Vendor</b> : 7688 CINTAS FIRST AID & SAFETY						
10	91942	1/6/2020	5014875523	SERVICE FIRST AID BOX AT CITY HAL	PW	27.26
10	91943	1/6/2020	5015457579	SERVICE FIRST AID BOX AT CITY HAL		184.93
<b>Invoice Amount</b> : 212.19		<b>Discount Amount</b> : 0.00		<b>Check Amount</b> :		212.19
<b>Check Number</b> : 41187		<b>Check Date</b> : 1/7/2020				
<b>Vendor</b> : 2320 COUNTY MOTOR PARTS						
12	91926	1/6/2020	258349	WHEEL BEARING; WHEEL SEAL		105.77
11	91936	1/6/2020	258524	PREMIUM CAPSULES		39.86
10	91937	1/6/2020	258726	SWITCH (GEM CAR)	PW	60.16
11	91938	1/6/2020	258681	FUEL FILTER		9.09
12	91938	1/6/2020	258681	FUEL FILTER		9.10
12	91939	1/6/2020	258954	BATTERY		204.64
<b>Invoice Amount</b> : 428.62		<b>Discount Amount</b> : 0.00		<b>Check Amount</b> :		428.62
<b>Check Number</b> : 41188		<b>Check Date</b> : 1/7/2020				
<b>Vendor</b> : 1435 DEL SOL MARKET						
10	91948	1/6/2020	900	DRINKS EMPLOYEE LUNCH	ADMIN	42.97
<b>Invoice Amount</b> : 42.97		<b>Discount Amount</b> : 0.00		<b>Check Amount</b> :		42.97
<b>Check Number</b> : 41189		<b>Check Date</b> : 1/7/2020				
<b>Vendor</b> : 1540 DRAGON'S EXTERMINATOR						
10	91945	1/6/2020	177939	PEST CONTROL SERVICE FOR CITY B	PW	220.00
<b>Invoice Amount</b> : 220.00		<b>Discount Amount</b> : 0.00		<b>Check Amount</b> :		220.00
<b>Check Number</b> : 41190		<b>Check Date</b> : 1/7/2020				
<b>Vendor</b> : 4572 EMPIRE SOUTHWEST						
11	91927	1/6/2020	0474191	INSPECT TRANSFER SWITCH	WTP	140.00
<b>Invoice Amount</b> : 140.00		<b>Discount Amount</b> : 0.00		<b>Check Amount</b> :		140.00

## CITY OF HOLTVILLE

### Monthly Check Register

Date : 1/9/2020 11:11:10 AM

User Name : Lee Ann

Calendar Month/Year : &lt;ALL&gt; &lt;ALL&gt;

Fund	Transaction	Due Date	Invoice Number	Description	PO Number	Amount
<b>Check Number : 41191      Check Date : 1/7/2020</b>						
<b>Vendor : 1536 FERGUSON ENTERPRISES, INC. #1350</b>						
11	91923	1/6/2020	8362350	TUBING; ADPT; SLIP COUP; UNION	PW	88.23
<b>Invoice Amount : 88.23</b>		<b>Discount Amount : 0.00</b>		<b>Check Amount :</b>		<b>88.23</b>
<b>Check Number : 41192      Check Date : 1/7/2020</b>						
<b>Vendor : 2399 HARTFORD</b>						
10	91916	1/6/2020	JAN 2020	INSURANCE PREMIUM	ADMIN	206.71
11	91916	1/6/2020	JAN 2020	INSURANCE PREMIUM		40.84
12	91916	1/6/2020	JAN 2020	INSURANCE PREMIUM		47.27
<b>Invoice Amount : 294.82</b>		<b>Discount Amount : 0.00</b>		<b>Check Amount :</b>		<b>294.82</b>
<b>Check Number : 41193      Check Date : 1/7/2020</b>						
<b>Vendor : 2403 HIGHLINE COOLING, LLC</b>						
10	91921	1/6/2020	JAN 2020	OFFICE RENT PD/FD	FD/PD	2,000.00
<b>Invoice Amount : 2,000.00</b>		<b>Discount Amount : 0.00</b>		<b>Check Amount :</b>		<b>2,000.00</b>
<b>Check Number : 41194      Check Date : 1/7/2020</b>						
<b>Vendor : 1015 HOLT GROUP, THE</b>						
10	91964	1/6/2020	19-11-024	(491) AMG SENIOR APARTMENTS CU		1,551.62
10	91965	1/6/2020	19-11-023	(486) SSP APPLICATION ASSISTANC		84.00
22	91966	1/6/2020	19-11-022	(476) STPL ORCHARD RD/CEDAR AVE	ADMIN	1,737.50
10	91967	1/6/2020	19-11-021	(474) AMG ASSOCIATES DESIGN REV		13,679.65
10	91968	1/6/2020	19-11-020	(462) DOLLAR GENERAL SITE PLAN		2,877.50
22	91969	1/6/2020	19-11-019	(456) BOR GRANT ADMIN & PERMITTI		381.25
10	91970	1/6/2020	19-11-018	(403) MELON LLC ANNEXATION		682.50
10	91971	1/6/2020	19-11-017	(207) REVIEW OF BLDG. PERMITS &		3,416.35
10	91972	1/6/2020	19-11-016	(047) MISC. PLANNING		1,005.00
<b>Invoice Amount : 25,415.37</b>		<b>Discount Amount : 0.00</b>		<b>Check Amount :</b>		<b>25,415.37</b>
<b>Check Number : 41195      Check Date : 1/7/2020</b>						
<b>Vendor : 1910 HUMANA</b>						
10	91915	1/6/2020	JAN. 2020	INSURANCE PREMIUM	ADMIN	273.96
11	91915	1/6/2020	JAN. 2020	INSURANCE PREMIUM		184.15
12	91915	1/6/2020	JAN. 2020	INSURANCE PREMIUM		151.00
<b>Invoice Amount : 609.11</b>		<b>Discount Amount : 0.00</b>		<b>Check Amount :</b>		<b>609.11</b>
<b>Check Number : 41196      Check Date : 1/7/2020</b>						
<b>Vendor : 1027 IMPERIAL STORES</b>						
10	91941	1/6/2020	635890	BUG KILLER; TRASH BAGS		21.69
10	91949	1/6/2020	635843	FLY RIBBON		3.87
10	91950	1/6/2020	635722	SCR HOOK		3.19
10	91951	1/6/2020	635696	BRASS HOSE END CAPS		4.35
10	91952	1/6/2020	635687	CLEANING SUPPLIES		7.74
10	91953	1/6/2020	635522	CLEANING SUPPLIES; MARKERS		27.50
10	91954	1/6/2020	635510	PROPANE		9.32
10	91955	1/6/2020	635329	KEYS; WHEEL CLEANER; TIRE FOAM		20.13
10	91956	1/6/2020	635283	MASON CORD		3.67
10	91957	1/6/2020	635295	CLEANING SUPPLIES; KEYS		27.52
10	91958	1/6/2020	635245	WORKING GLOVES		24.23
10	91959	1/6/2020	635244	CHRISTMAS TREE; PLASTIC STAND		45.56
10	91960	1/6/2020	635241	SHOP VAC		53.33
10	91961	1/6/2020	635178	WASH AND WAX		6.78
10	91962	1/6/2020	635961	CLEANING SUPPLIES		82.21
10	91963	1/6/2020	636009	LIGHT BULBS; BATTERIES		52.02
<b>Invoice Amount : 393.11</b>		<b>Discount Amount : 0.00</b>		<b>Check Amount :</b>		<b>393.11</b>

## CITY OF HOLTVILLE

### Monthly Check Register

Date : 1/9/2020 11:11:10 AM

User Name : Lee Ann

Calendar Month/Year : &lt;ALL&gt; &lt;ALL&gt;

Fund	Transaction	Due Date	Invoice Number	Description	PO Number	Amount
<b>Check Number : 41197      Check Date : 1/7/2020</b>						
<b>Vendor : 2303 J&amp;S AG SUPPLIES</b> <span style="float: right;">PW</span>						
12	91934	1/6/2020	767433	REPAIR PARTS FOR VACTOR MACHIN		38.68
<b>Invoice Amount : 38.68</b>		<b>Discount Amount : 0.00</b>		<b>Check Amount :</b>		38.68
<b>Check Number : 41198      Check Date : 1/7/2020</b>						
<b>Vendor : 2278 LA BRUCHERIE IRRIGATION SUPPLY</b> <span style="float: right;">PW</span>						
11	91933	1/6/2020	190481c	REPAIR PARTS		209.41
11	91935	1/6/2020	190475c	CAM LOCK COUPLER; GASKETS		192.69
<b>Invoice Amount : 402.10</b>		<b>Discount Amount : 0.00</b>		<b>Check Amount :</b>		402.10
<b>Check Number : 41199      Check Date : 1/7/2020</b>						
<b>Vendor : 8773 LUI GARZA</b> <span style="float: right;">PW</span>						
12	91920	1/6/2020	1013	CONSULTING SERVICES		500.00
<b>Invoice Amount : 500.00</b>		<b>Discount Amount : 0.00</b>		<b>Check Amount :</b>		500.00
<b>Check Number : 41200      Check Date : 1/7/2020</b>						
<b>Vendor : 4619 LUIS M. ESTRADA</b> <span style="float: right;">PW</span>						
11	91946	1/6/2020	1364	REPAIRS TO PW VEHICLE (CHAVEZ)		180.00
12	91946	1/6/2020	1364	REPAIRS TO PW VEHICLE (CHAVEZ)		180.00
<b>Invoice Amount : 360.00</b>		<b>Discount Amount : 0.00</b>		<b>Check Amount :</b>		360.00
<b>Check Number : 41201      Check Date : 1/7/2020</b>						
<b>Vendor : 8011 NICHOLAS WELLS</b> <span style="float: right;">ADMIN</span>						
10	91912	1/6/2020	DEC. 2019	MILEAGE DEC. 2019		122.96
<b>Invoice Amount : 122.96</b>		<b>Discount Amount : 0.00</b>		<b>Check Amount :</b>		122.96
<b>Check Number : 41202      Check Date : 1/7/2020</b>						
<b>Vendor : 8761 PEOPLEREADY,INC.</b> <span style="float: right;">PW</span>						
12	91922	1/6/2020	25490209	TEMP EMPLOYEE		594.16
12	91928	1/6/2020	25475718	TEMP EMPLOYEE WWTP		636.60
10	91940	1/6/2020	25475717	TEMP. EMPLOYEE PARKS		583.55
10	91944	1/6/2020	25490208	TEMP EMPLOYEE PARKS		466.84
12	91973	1/6/2020	25447947	TEMP EMPLOYEE WWTP		572.94
10	91979	1/6/2020	25447946	TEMP EMPLOYEE PARKS		583.55
<b>Invoice Amount : 3,437.64</b>		<b>Discount Amount : 0.00</b>		<b>Check Amount :</b>		3,437.64
<b>Check Number : 41203      Check Date : 1/7/2020</b>						
<b>Vendor : 8339 SIMNSA HEALTH PLAN</b> <span style="float: right;">ADMIN</span>						
10	91913	1/6/2020	Jan 2020	INSURANCE PREMIUMS		596.64
11	91913	1/6/2020	Jan 2020	INSURANCE PREMIUMS		1,553.62
12	91913	1/6/2020	Jan 2020	INSURANCE PREMIUMS		1,648.18
10	91914	1/6/2020	JAN 2020 DENTAL	INSURANCE PREMIUMS		71.79
11	91914	1/6/2020	JAN 2020 DENTAL	INSURANCE PREMIUMS		133.43
12	91914	1/6/2020	JAN 2020 DENTAL	INSURANCE PREMIUMS		142.96
<b>Invoice Amount : 4,146.62</b>		<b>Discount Amount : 0.00</b>		<b>Check Amount :</b>		4,146.62
<b>Check Number : 41204      Check Date : 1/7/2020</b>						
<b>Vendor : 8834 SPRINT PHONE</b> <span style="float: right;">ADMIN</span>						
10	91981	1/6/2020	JAN 2020	CELL PHONE		62.80
<b>Invoice Amount : 62.80</b>		<b>Discount Amount : 0.00</b>		<b>Check Amount :</b>		62.80
<b>Check Number : 41205      Check Date : 1/7/2020</b>						
<b>Vendor : 1260 USA BLUEBOOK</b> <span style="float: right;">PW</span>						
12	91978	1/6/2020	83016	FORMULA NITRO		662.61
<b>Invoice Amount : 662.61</b>		<b>Discount Amount : 0.00</b>		<b>Check Amount :</b>		662.61
<b>Check Number : 41206      Check Date : 1/7/2020</b>						
<b>Vendor : 2055 VISION SERVICE PLAN</b> <span style="float: right;">ADMIN</span>						
10	91917	1/6/2020	JAN 2020	INSURANCE PREMIUM		106.29

## CITY OF HOLTVILLE Monthly Check Register

Date : 1/9/2020 11:11:10 AM

User Name : Lee Ann

Calendar Month/Year : <ALL> <ALL>

Fund	Transaction	Due Date	Invoice Number	Description	PO Number	Amount
11	91917	1/6/2020	JAN 2020	INSURANCE PREMIUM		129.49
12	91917	1/6/2020	JAN 2020	INSURANCE PREMIUM		71.55
<b>Invoice Amount</b> :		307.33	<b>Discount Amount</b> :		0.00	<b>Check Amount</b> : 307.33

**Check Number** : 41207      **Check Date** : 1/7/2020

**Vendor** : 1779 ZAMORA, MANUEL PW

11	91976	1/6/2020	66962	WORK BOOTS REIMB.		175.00
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**Invoice Amount** : 175.00      **Discount Amount** : 0.00      **Check Amount** : 175.00

**Check Number** : 41208      **Check Date** : 1/8/2020

**Vendor** : 7932 CR&R INCORPORATED

10	92047	1/8/2020	DEC. 2019	TRASH SERVICE FOR DECEMBER 201	TRASH	(3,872.96)
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13	92047	1/8/2020	DEC. 2019	TRASH SERVICE FOR DECEMBER 201		21,415.18
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**Invoice Amount** : 17,542.22      **Discount Amount** : 0.00      **Check Amount** : 17,542.22

<b>Total Number of Vendors</b>	:	77	:	0.00
<b>Total Number of Checks Printed</b>	:	89		
<b>Total Number of Voided Checks</b>	:	0		
<b>Largest Check Amount</b>	:	25,415.37		
<b>Total for all Checks Printed</b>	:	159,891.47		
<b>Total for Voided Checks</b>	:	0.00		
<b>Net Amount of Checks Printed</b>	:	159,891.47		

### Summary

Fund	Amount
10 GENERAL FUND	69,641.94
11 WATER	28,638.86
12 SEWER	37,635.74
13 TRASH	21,856.18
22 LOCAL TRANSPORTATION PROJECT FUND	2,118.75

**City of Holtville**  
**REPORT TO COUNCIL**

MEETING DATE:	<u>01/13/20</u>
ITEM NUMBER	<u>2 a</u>
Approvals	CITY MANAGER 
	FINANCE MANAGER _____
	CITY ATTORNEY _____

**DATE ISSUED:** January 9, 2020  
**FROM:** Nick Wells, City Manager  
**SUBJECT:** *Draft Ordinance Mandating Green Waste Recycling for Commercial Entities and Some Multi-Family Residential Units*

**ISSUE:**

Shall the City Council establish an Ordinance mandating Green Waste Recycling for commercial entities and some multi-family residential units pursuant to AB1826?

**DISCUSSION:**

Building upon the requirements of AB341, which mandated commercial waste recycling, the State of California has now made organic recycling mandatory. As a result of the signing of AB1826 into law, new mandatory organics recycling requirements will be phased in over several years to assist the State in attaining its goal to recycle 75% of its waste by 2020.

Beginning on April 1, 2016, commercial businesses, industrial businesses and public entities such as schools, hospitals, stores, restaurants, for-profit or nonprofit organizations, and residential dwellings with 5+ units must recycle their organic waste over time based on the amount and type of waste the business generates on a weekly basis, with full implementation realized in 2020. The goal of the mandatory commercial organics recycling law (AB 1826) is to help California achieve aggressive increased recycling and greenhouse gas emission reduction goals.

California landfills take in about 30 million tons of waste each year, of which more than 30% is estimated to be organic. The State has determined that these organics should be composted or used to produce renewable energy rather than going into landfills. Greenhouse gas emissions resulting from the decomposition of organic waste in landfills have been identified as a significant source of emissions contributing to global climate change.

Beginning January 1, 2019, businesses that generate 4 cubic yards or more of commercial solid waste per week shall arrange for organic waste recycling services. CR&R and IVRMA together with City staff have been promoting this and meeting with businesses. However, a few local businesses have been deemed non-compliant. A mandatory ordinance will assist the city in reaching compliance. After receipt of the 2019 annual report submitted on August 1, 2020, CalRecycle will conduct its formal review of all jurisdictions.

The City of Holtville has in place a mechanism for implementing this mandate. The City operates under an exclusive waste hauling franchise that licenses a permitted waste hauling firm to provide solid waste collection and recycling services to commercial and multifamily dwellings. It shall be the responsibility of the City's authorized Waste Hauler, CR&R to comply with these new State mandates in order to operate under their annual permits. The proposed City Ordinance is under review for addition to Title 8 Health & Sanitation of the Holtville Municipal Code.

Assembly Bill 1826 required that commencing April 1, 2016, the City implement an organic recycling program, however under the original limitations no businesses produced enough organic waste to fall under the restrictions. As the threshold has ratcheted down, more businesses have qualified and more will as the threshold continues to drop. Adoption of the proposed ordinance would result in ensuring compliance with State law by implementing its requirements.

**FISCAL IMPACT:**

None, however, failure to adopt makes mandatory compliance difficult and potentially exposes the City to fines of up to \$10,000 per day of non-compliance.

## 8.32.170 - MANDATORY COMMERCIAL AND MULTI-FAMILY RESIDENTIAL RECYCLING

### Application of this Article

- A. **Exclusions** - Commercial solid waste customers, multi-family dwelling solid waste customers and entities responsible for special events who generate fewer than four cubic yards of refuse for collection service per week shall be excluded from the requirements of this article.
- B. **Exemptions** - Multi-family generators, commercial generators, and special events that can document using the methods described in subsection (g) of this section that the circumstances described in subsections (f)(1) and (2) of this section pertain to their operations shall be exempt from the requirements of this chapter:
1. *No generation of recyclable materials and/or organic materials.* Solid waste customers, commercial generators, and special events may be exempt from the requirements of this chapter if the solid waste customer, commercial generator, or special event unless that customer demonstrates to the sole satisfaction of the City Manager or his designee that based upon the criteria set out in this chapter, no recyclable materials or organic materials are generated onsite.
  2. *Space constraints and zoning considerations.*
  3. Residential solid waste customers may be exempt from the requirements of this chapter if the city determines that either:
    - (a) There is inadequate space for a solid waste customer to store containers for recyclable materials or organic materials on site and that it is infeasible for the solid waste customer to share recyclable materials or organic materials containers with adjacent commercial premises or multi-family dwellings; or
    - (b) Compliance with this chapter will result in violating city zoning or other regulations.
  4. Commercial generators, multi-family generators, and special events may be exempt from the requirements of this chapter if the city determines that either:
    - (a) The solid waste customer that is responsible for managing solid waste for the commercial generator, multi-family generator, or special event is excluded or exempt from providing containers for recyclable materials or organic materials; or
    - (b) There is inadequate space for the commercial generator or special event to store receptacles for recyclable materials or organic materials on site and that it is infeasible for the commercial generator or special event to deposit recyclable or organic materials directly into containers without an intermediate receptacle; or
    - (c) Compliance with this chapter will result in violating city zoning or other regulations.
  5. *Verification of Exemption* - The solid waste customer, commercial generator, or special event shall petition the City Manager with a written request for an exemption documenting the circumstances of a claimed exemption. The City Manager through his designee may visit the solid waste customer's, commercial generator's, or special event's

site; examine the receptacles for refuse, recyclable materials, or organic materials; or take other actions to verify the circumstances identified in the petition. The solid waste customer, commercial generator, or special event requesting an exemption shall not be granted an exemption from the requirements of this chapter if the city determines that (1) recyclable materials or organic materials are generated on site, (2) it is feasible for containers and receptacles for recyclable materials and, as necessary, for organic materials to be placed on site, and (3) it is feasible to share recycling containers with an adjacent commercial premises or multi-family dwelling.

6. The City, by resolution, may impose an administrative fee on petitioning entities to cover the costs of processing such petitions. The city may require the solid waste customer, commercial generator, or special event that is granted an exemption from the requirements of this chapter to submit a renewal of its petition for an exemption every two years from the date the exemption was granted by the city.

### **Solid Waste Customers**

Each commercial customer, multi-family dwelling or entity responsible for a special event, shall be responsible for ensuring and demonstrating its compliance with the requirements of this chapter and specifically this article II. Each solid waste customer shall:

- A. Subscribe to an adequate level of service for recyclable materials and, when applicable, organic materials generated at the commercial premises, multi-family dwelling, or special event if the customer does not self-haul those recyclable materials or organic materials to a recycling or organics materials processing facility pursuant to the provisions of section 12-38 of this article.
- B. Provide, directly or through the solid waste collector, appropriate and sufficient containers, placed in appropriate and accessible locations with adequate signage, to ensure maximum segregation of recyclable materials by all commercial generators, multi-family generators, and special events and to ensure maximum segregation of organic materials by food service providers.
- C. Provide, post and maintain signs containing information and instructions on the proper segregation and storage of recyclable materials and organic materials in areas where containers are located. The signs shall meet the requirements of CalRecycle when available and the hauler shall provide sample signs.
- D. Ensure that all containers used for collecting and storing recyclable material and organic materials (1) are labeled with or have adjacent to the container signs that display the appropriate information to enable users to clearly differentiate which containers are used for recyclable materials, organic materials, and refuse; (2) display the name of the solid waste collector that provides collection service of the container; and (3) ensure that users of the containers make efforts to minimize the contamination of material placed in the containers.
- E. Distribute this ordinance and appropriate educational materials to all commercial generators, multi-family generators, and legal entities responsible for special events at the commercial premises or multi-family dwelling at least once each year by mail or personal delivery. All new commercial generators, multi-family generators, and special events shall receive this information upon occupancy or contracting for service.
- F. Educational materials shall include (1) the requirement and procedures to ensure the accurate segregation of recyclable materials and organic materials from refuse; (2) the commercial

generator's, multi-family generators, or special event's responsibilities regarding compliance with this chapter; and (3) the types and location of recyclable materials, organic materials, and refuse containers.

- G. Ensure that instructions or training materials provided to commercial generators, multi-family generators, and special events are promptly made available to the city upon request.
- H. Ensure that the contents of the recyclable materials and organic materials containers are not collected for refuse disposal if the contents of these containers include unacceptable levels of contamination.
- I. Customers shall pay an additional fee based on the size of the container for recyclable materials and organic materials refuse disposal by the franchisee if the contents of their recyclable materials and organic materials containers contain unacceptable levels of contamination as defined pursuant to \_\_\_\_\_

### **Commercial Generators**

In addition to the requirements delineated in the sections entitled "Solid Waste Customers," each commercial generator shall be responsible for ensuring and demonstrating its compliance with the requirements of this chapter. Each commercial generator shall:

- A. Ensure the segregation of recyclable materials and organic materials from refuse by placing each type of material in a separate designated receptacle or container, and ensure that employees, contractors, volunteers, customers, visitors, and other persons on site segregate recyclable materials and organic materials.
- B. Provide an adequate number and type of labeled receptacles needed for segregating and storing recyclable materials and organic materials and provide adequate access to those receptacles.
- C. Post and maintain signs containing information and instructions on the proper segregation and storage of recyclable materials and organic materials in areas where receptacles are located.
- D. Ensure that all receptacles used for collecting and storing recyclable materials, organic materials, and refuse are labeled with signs or labels that display the appropriate information to enable users to clearly differentiate which receptacles are used for recyclable materials, organic materials, and refuse, to minimize the contamination of material placed in receptacles.
- E. Provide adequate instructions to employees, contractors, and volunteers of the requirements of this chapter, including (1) the requirement and procedures to ensure the segregation of recyclable materials and organic materials from refuse; (2) the employee's, contractor's, and volunteer's responsibilities regarding compliance with this chapter; and (3) the types and location of receptacles and containers for recyclable materials, organic materials, and refuse.
- F. Ensure that instructions or training materials provided to employees, contractors, and volunteers are promptly made available to the city upon request.
- G. Ensure that the contents of receptacles are deposited in the proper container and ensure that the contents of the receptacles for recyclable materials and organic materials are not delivered to refuse containers.

- H. Commercial generators may be assessed an additional fee based on the size of the container for recyclable materials and organic materials containers that are collected for refuse disposal by the franchisee if the contents of their recyclable materials and organic materials containers contain unacceptable levels of contamination.

## **Special Events**

The entity responsible for a special event shall be responsible for ensuring and demonstrating compliance with the requirements of this chapter. In addition to other requirements in this chapter and the Municipal Code, each special event shall:

- A. Segregate recyclable materials and, for special events that include food service or use food service establishments, organic materials from refuse by placing each type of material in a separate designated receptacle or container, and ensure that employees, contractors, volunteers, customers, visitors, and other persons on site segregate recyclable materials and organic materials.
- B. Ensure that special event has access to an adequate number and type of containers needed for collecting and storing recyclable materials and, when applicable, organic materials generated at and by the special event.
- C. Provide or ensure the provision of adequate receptacles throughout the special event location to make the segregation of recyclable materials and organic materials convenient for employees, volunteers, contractors, vendors, exhibitors, presenters, visitors, attendees, customers, and other persons on site.
- D. Provide or ensure the provision of an equal or greater number of receptacles for recyclable materials and, when applicable, organic materials to receptacles for refuse. Individual receptacles for recyclable materials, organic materials, and refuse shall be placed as close together as possible throughout the special event location in order to provide equally convenient access to receptacles for recyclable materials and organic materials as to receptacles for refuse.
- E. Ensure that all receptacles used for segregating and storing recyclable materials, organic materials, and refuse are affixed with signs or labels that display the appropriate information to enable users to accurately segregate solid waste and to clearly differentiate which receptacles are used for recyclable materials, organic materials, and refuse, to minimize the contamination of material placed in receptacles.
- F. Require food vendors and food service establishments to have at least one separate receptacle each for recyclable materials, organic materials, and refuse for use by employees, contractors, custodians, customers, visitors, and other persons on site.
- G. Distribute chapter requirements and appropriate informational materials to all vendors, exhibitors, and other commercial generators during event planning and setup.
- H. Ensure that the contents of the receptacles for recyclable materials and organic materials are not delivered to refuse containers unless they include unacceptable levels of contamination.

## **Self-Haulers**

- A. Nothing in this chapter shall preclude any person, solid waste customer, commercial generator, multi-family generator, or special event from self-hauling recyclable materials or

organic materials generated by that entity to a recycling or organics materials processing facility before placement in the solid waste stream.

**B. Self-haulers shall:**

1. Comply with the requirements in this chapter by delivering for recycling those items that can be recycled by local recycling facilities and establishments and shall comply by delivering for organic materials processing those items that are accepted by local organic materials processing facilities.
2. Provide proof of compliance with this chapter, upon request by the city; proof includes but is not limited to a receipt from a recycling or organic materials processing facility that clearly identifies the type and quantity of material delivered and an application for exemption from the necessity for refuse collection

**C. Notwithstanding, self-haulers shall not dispose of any solid waste in any manner not permitted by this chapter. To do so is a violation of this chapter punishable as set out in section \_\_\_\_\_.**

### **City Authority**

The City Manager is authorized to administer and enforce the provisions of this chapter. To the extent permitted by law, the City Manager may inspect any collection container and any solid waste collector's load for refuse, recyclable materials, or organic materials. To the extent permitted by law, the city or its designee may also inspect the premises of any residential premise, commercial premises, multi-family dwelling, or special event or self-hauler's load to determine compliance with the provisions of this chapter.

### **Enforcement**

The City shall enforce this chapter with the goal of maximizing the amount of recyclable materials and organic materials properly segregated and ensuring that recyclable materials and organic materials that have been properly segregated by the solid waste customer, commercial premise, multi-family generator, or special event are correctly collected and delivered to recycling and organics materials processing facilities. The city shall require the solid waste collector to conduct the following activities to enforce this chapter:

- A. Provide details on the requirements of this chapter to affected solid waste customers, commercial premises, multi-family generators, and special events;
- B. Develop and disseminate public education and promotional materials relating to the importance of recycling and organic materials processing and the availability of recycling and organic materials processing opportunities available to solid waste customers, commercial generators, multi-family generator, and special events;
- C. Provide technical assistance and training to solid waste customers, commercial generator, multi-family generators, and special events to increase recycling;
- D. Enforce provisions of the franchise agreement for collection of recyclable materials, organic materials, and refuse with the franchisee to stimulate demand for recyclable materials and organic materials collection service.

## Penalties

- A. The City may issue administrative fines for violating this chapter or any rule or regulation adopted pursuant to this chapter, except as otherwise provided in this chapter. The city's procedures on imposition of administrative fines are hereby incorporated in their entirety and shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this chapter and any rule or regulation adopted pursuant to this chapter; provided, however, that the city may adopt regulations providing for lesser penalty amounts for solid waste customers, commercial premises, or special events.
- B. A violation notice shall be issued and served upon the solid waste collector, solid waste customer, commercial premises, or special event for violations of this chapter. When a violation notice is served, public nuisance proceedings and/or code enforcement proceedings under the city's code shall apply.
- C. All administrative civil penalties collected from actions brought pursuant to this chapter shall be paid to the city and shall be deposited into an earmarked account that is available to fund activities to implement the applicable provisions of this section.
- D. Notwithstanding, the City Attorney may seek injunctive relief or civil penalties in the superior court or may pursue any other remedy legally available to the city.

## No Effect on Other Powers

- A. This chapter does not do any of the following:
  - 1. Otherwise affect the authority of the city or its designee to take any other action authorized by any other provisions of law or regulations.
  - 2. Restrict the power of a city attorney, district attorney, or the attorney general to bring in the name of the people of California any criminal proceeding otherwise authorized by law.
  - 3. Prevent the City from cooperating with, or participating in, any proceeding.
  - 4. Affect in any way existing contractual arrangements including franchises, permits, or licenses previously granted or entered into between the solid waste collectors and the City.
- B. *Cumulative Remedies* – Any remedy provided under this chapter is cumulative to any other remedy provided in equity or at law. Nothing in this chapter shall be deemed to limit the right of the city or its solid waste operators to bring a civil action; nor shall a conviction for such violation exempt any person from a civil action brought by the city or its solid waste operators. The fees and penalties imposed under this chapter shall constitute a civil debt and liability owing to the city from the persons, firms, or corporations using or chargeable for such services and shall be collectible in the manner provided by law.
- C. *Liability* – Nothing in this chapter shall be deemed to impose any liability upon the City or upon any of its officers or employees including without limitation under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA).

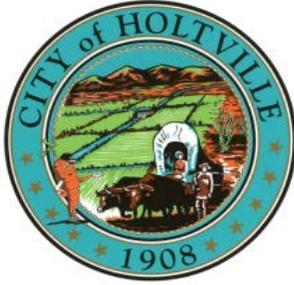
## **Disclaimer of Liability**

The degree of protection required by this chapter is considered to be reasonable for regulatory purposes. The standards set forth in this chapter are minimal standards and do not imply that compliance will ensure safe handling of recyclable materials, organic materials, or refuse. This chapter shall not create liability on the part of the City, or any of its officers or employees, for any damages that result from reliance on this chapter or any administrative decision lawfully made in accordance with this chapter. All persons handling solid waste within the boundaries of the city should be and are advised to conduct their own inquiry as to the handling of such materials. In undertaking the implementation of this chapter, the city is assuming an undertaking only to promote the general welfare. It is not assuming, nor is it imposing on its officers and employees, an obligation for breach of which it is liable in money damages to any person who claims that such breach proximately caused injury.

## **Duties Discretionary**

Subject to the limitations of due process and applicable requirements of state or federal laws, and notwithstanding any other provisions of this chapter, whenever the words "shall" or "must" are used in establishing a responsibility or duty of the city, its elected or appointed officers, employees or agents, it is the legislative intent that such words establish a discretionary responsibility or duty requiring the exercise of judgment and discretion.

DRAFT



# city council staff report

MEETING DATE:	<i>01/13/20</i>
ITEM NUMBER	<i>3 a</i>
<b>Approvals</b>	CITY MANAGER <i>[Signature]</i>
	FINANCE MANAGER _____
	CITY ATTORNEY _____

**To:** Nicholas D. Wells, City Manager  
City Council

**From:** Jeorge Galvan, AICP  
City Planner

**Date:** January 13, 2020

**Project:** **Authorizing Submittal of the HOME Investments Partnership Program Application for Sunset Rose Senior Apartments At 704 East 3<sup>rd</sup> Street**

**Project Summary:**

<b>Subject of Report:</b>	Authorization of the HOME Partnership Program Application Submittal
<b>Project Location:</b>	704 East 3 <sup>rd</sup> Street, Holtville, CA 92250 (APN 045-330-033) (see <b>Attachment A – Project Vicinity Map</b> )
<b>Pending Action:</b>	Approve Resolution 20-01 Authorizing Submittal of the HOME Investments Partnership Program Application
<b>Zoning:</b>	No Change
<b>General Plan:</b>	No Change
<b>Environmental:</b>	Exempt

**INTRODUCTION**

On November 22, 2019, AMG & Associates submitted a Conditional Use Permit for the proposed Sunset Rose Apartment complex, consisting of 32 units located at 704 East 3<sup>rd</sup> Street, in the southeastern portion of the City Limits. The proposed project was approved at the January 06, 2020 Planning Commission meeting. Additionally, the City is in the process of applying for grant funds through the HOME Investment Partnerships Program (“HOME”) for funding of the proposed development. The first phase of the project will be constructed on

approximately 2 acres of the existing parcel. The remainder will remain vacant and will be developed at a later phase with an additional 32 units. The other portion of the parcel will be developed with a retention/detention basin to accommodate stormwater runoff.

The project will be funded through a variety of sources, including tax credit and a grant application through the State HOME Investment Partnership Program (“HOME”). Local agencies such as the City of Holtville are eligible to apply. The Developer will be preparing an application on behalf of the City for an allocation of funds not to exceed **\$5,100,000.00**.

## **PROGRAM SUMMARY**

HOME provides formula grants to States and localities that communities use to fund a wide range of activities including affordable housing production available for rent, or ownership or providing rental assistance to low-income families in rural-areas. HOME is the largest Federal block grant to state and local governments designed exclusively to create affordable housing for low-income households. HOME funds are awarded annually as formula grants to participating jurisdictions.

States are automatically eligible for HOME funds and receive either their formula allocation or \$3 million, whichever is greater. Local jurisdictions eligible for at least \$500,000 under the formula (\$335,000 in years when Congress appropriates less than \$1.5 billion for HOME) also can receive an allocation. The formula allocation considers the relative inadequacy of each jurisdiction's housing supply, its incidence of poverty, its fiscal distress, and other factors.

The program was designed to reinforce several important values and principles of community development:

- HOME's flexibility empowers people and communities to design and implement strategies tailored to their own needs and priorities.
- HOME's emphasis on consolidated planning expands and strengthens partnerships among all levels of government and the private sector in the development of affordable housing.
- HOME's technical assistance activities and set-aside for qualified community-based nonprofit housing groups builds the capacity of these partners.

## **NOTICE OF FUNDING**

A Notice of Funding Availability (NOFA) was released on October 31, 2019 for approximately \$42 million in 2019 federal funds for the program. Eligibility of grant funding is based on the City's and Developer's experience with previous affordable housing development projects. The program does not require local match funds. If the application for funding is approved, then the Applicant agrees to use the HOME funds for eligible activities in the manner presented in its application as approved by the Department in accordance with the regulations of the program which include the annual reporting of program performance and annual inspections.

## **ACTION REQUIRED**

1. Adopt Resolution 20-01 Authorizing an Application for, and Receipt of HOME Investments Partnerships Program Funds (**Attachment B – Resolution 20-01**).
2. Not adopt resolution 20-01.

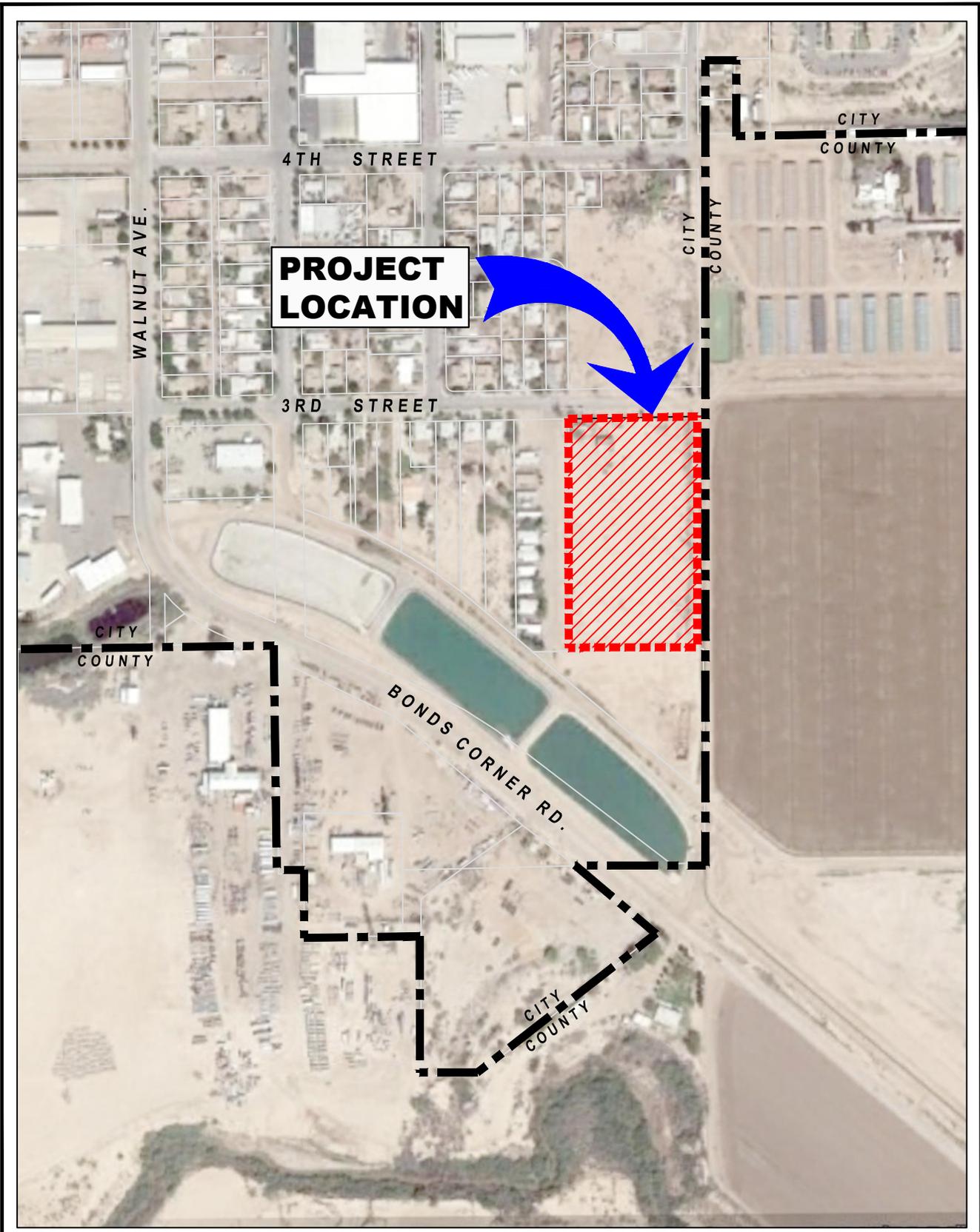
## **ALTERNATIVE**

1. Provide staff with an alternative action

Attachments:        Attachment A – Project Location Map  
                         Attachment B – Resolution 20-01  
                         Attachment C – Excerpts from HOME Application

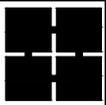
cc:                     Cameron Johnson, AMG & Associates, LLC  
                         116.491

**ATTACHMENT A – PROJECT LOCATION MAP**



The Holt Group, Inc.  
ENGINEERING • PLANNING • SURVEYING

1601 N. Imperial Ave. El Centro, California 92243 (760)337-3883



NOT TO SCALE

SUNSET ROSE SENIOR APARTMENTS  
Holtville, CA 92250

EXHIBIT A

Project No. 116.491  
Date: January 2020

**ATTACHMENT B – RESOLUTION 20-01**

**RESOLUTION NO. 20-01**

**RESOLUTION OF THE CITY COUNCIL OF HOLTVILLE HEREBY AUTHORIZES  
SUBMISSION OF THE 2019 HOME INVESTMENT PARTNERSHIPS PROGRAM  
APPLICATION TO THE CALIFORNIA STATE DEPARTMENT OF HOUSING  
AND COMMUNITY DEVELOPMENT FOR FUNDING OF AN AFFORDABLE  
SENIOR APARTMENT COMMUNITY**

**WHEREAS**, the amount requested is not to exceed Five Million One Hundred Thousand Dollars (\$5,100,000); and

**WHEREAS**, if awarded, the City authorizes the execution of a standard agreement, any amendments thereto, and other related documents necessary to participate and comply with in the HOME Investment Partnerships Program.

**WHEREAS**, The California Department of Housing and Community Development (the “Department”) is authorized to allocate HOME Investment Partnerships Program (“HOME”) funds made available from the U.S. Department of Housing and Urban Development (“HUD”). HOME funds are to be used for the purposes set forth in Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, in federal implementing regulations set forth in Title 24 of the Code of Federal Regulations, part 92, and in Title 25 of the California Code of Regulations commencing with section 8200; and

**WHEREAS**, on October 31, 2019, the Department issued a Notice of Funding Availability announcing the availability of funds under the HOME program (the “NOFA”); and

**WHEREAS**, in response to the October 2019 HOME NOFA, the City of Holtville, a political subdivision of the State of California (the “Applicant”), wishes to apply to the Department for, and receive an allocation of, HOME funds.

**NOW THEREFORE, IT BE RESOLVED THAT:**

1. that in response to the October 2019 HOME NOFA, the Applicant shall submit an application to the Department to participate in the HOME program and for an allocation of funds not to exceed Five Million One Hundred Thousand Dollars (\$5,100,000) for the following activities and/or programs:

*A 32-unit affordable senior apartment community to be  
located in the City of Holtville*

2. If the application for funding is approved, then the Applicant hereby agrees to use the HOME funds for eligible activities in the manner presented in its application as approved by the Department in accordance with the statutes and regulations cited above. The

Applicant may also execute a standard agreement, any amendments thereto, and any and all other documents or instruments necessary or required by the Department or HUD for participation in the HOME program (collectively, the required documents).

3. The applicant authorizes the City Manager or his/her designee(s) to execute, in the name of the applicant, the required documents.

**PASSED, ADOPTED AND APPROVED** by the City Council of the City of Holtville, this 13<sup>th</sup> day of January 2020.

---

Ginger Ward, Mayor  
City of Holtville

I, Kariza Preciado, City Clerk of the City of Holtville, DO HEREBY CERTIFY that the foregoing resolution was duly passed, approved, and adopted by the City Council of said City of Holtville at a regular meeting thereof held on the 13<sup>th</sup> day of January 2020, and that the same was approved by the Mayor of said City of Holtville on said date, and said resolution has not been altered amended, or repealed, and that the same was adopted by the following roll call vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

---

Kariza Preciado, City Clerk  
City of Holtville

**ATTACHMENT C – EXCERPTS FROM HOME APPLICATION**

# HOME INVESTMENT PARTNERSHIPS PROGRAM

## PART A PROGRAM ACTIVITIES APPLICATION SUMMARY INSTRUCTIONS, RESOLUTIONS AND CERTIFICATIONS



**Gavin Newsom, Governor  
State of California**

**Alexis Podesta, Secretary  
Business, Consumer Services and Housing Agency**

**Douglas R. McCauley, Acting Director  
Department of Housing and Community Development**

2020 W El Camino Avenue, Suite 500, Sacramento, CA 95833  
Phone: (916) 263-2771

Website: <http://www.hcd.ca.gov/grants-funding/active-funding>

E-mail address: [HOMENOFA@hcd.ca.gov](mailto:HOMENOFA@hcd.ca.gov)

October 2019

## Application Summary Overview

All Applicants requesting funding for program activities must complete the Part A Application Summary (number 2 below), consisting of nine tabs. Instructions for each tab, is provided below. The information provided must be complete and consistent throughout all sections of the application. An application checklist is included to assist in the preparation of the application and must be submitted as *Exhibit AC*.

The following documents are available on the HOME website at <http://www.hcd.ca.gov/grants-funding/active-funding/home.shtml> under "Current NOFA".

1. Part A Application Summary Instructions: Microsoft Word  
(Complete and print all pages)
2. Part A Application Summary: Microsoft Excel  
(Complete and print all tabs)

### Tab I: Applicant Information

#### I.A. Applicant Information:

In this section, complete all information that pertains to the jurisdiction.

#### I.B. Authorized Representative Information:

Complete all information that pertains to the jurisdiction's Authorized Representative as stated in the authorizing resolution. The Authorized Representative is the person designated to sign the HOME Standard Agreement and other required documents. If the address of the Authorized Representative is the same as the Applicant's address, check the box and complete telephone, fax and e-mail information.

#### I.C. Applicant Contact Information:

Please provide the information for the contact person for this application. The contact person listed should be the person who can best answer questions regarding the application and the proposed activities, and who is an employee of the Applicant (not of an administrative subcontractor or subrecipient). If the Applicant Contact is the same as the Authorized Representative, check the box and go to the next section.

### Tab II: Expenditure Percentage

This section requests information about HOME expenditures on recent HOME Program Activities contracts (2014, 2015, and 2016 Standard Agreements only).

Enter applicable Standard Agreement number, total amount awarded by agreement, and total amount of valid draws submitted for the HOME program through to the application due date of the October 2019 HOME NOFA. The Applicant's maximum fund request will

be restricted based on the total percentage of funds expenditure result.

### **Tab III: Funding by Activity**

This section requests information about HOME funding for each proposed activity.

#### **III.A. Activity:**

Enter in column D the total amount of HOME funds requested per program activity. The amounts for columns B and C will be automatically calculated. The total amount requested must not exceed the maximum application amount from Tab. II, or less than \$300,000, as stated in the 2019 NOFA. If the requested HOME amount is not between the maximum and minimum HOME amounts, or if the amounts requested for Activity Funds and Administration/CHDO Operations are not between the appropriate limits, the Department of Housing and Community Development (Department) may, in its sole discretion, make minor adjustments consistent with the submitted authorizing resolution to correct the variances.

#### **III.B. HOME Program Income/Recaptured Funds:**

Provide your jurisdiction's Program Income/Recaptured Funds balance as of June 30, 2019, as well as the amount of HOME PI received within 12 months preceding the date of the application.

### **Tab IV: Proposed Other Funding Sources**

This section requires information about other funding sources. Match is waived for all activities funded under this NOFA; however, the Department requests a list of reportable match sources to continue monitoring the Department's ongoing match credit so that it may continue to waive match. Complete the columns as follows:

**IV.A. Name of HOME Activity:** Enter the Activity for which the fund will be used. Use FTHB for First-Time Homebuyer Program, OOR for Owner-Occupied Rehabilitation Program, and TBRA for Tenant-Based Rental Assistance Program.

**IV.B. Name of Source:** List funding sources for your activity(s). Specify the funding source by name, if possible (e.g. Union Bank, County of Santa Cruz, Wells Fargo, Self Help Enterprises, CalHome, etc.).

**IV.C. Funding Source Code:** Insert the code for the funding source listed in Column B using the list located on our webpage at <http://www.hcd.ca.gov/grants-funding/active-funding/home.shtml#forms> (click on General Program Documents and select HOME-3).

**IV.D. Source Type:** List the funding source type. (e.g. City, County, State, Federal, Private etc.)

IV.E. Match: Enter if the amount of other funding is Match, Not Match or Partial Match. Use “Y” for Match, “N” for Not Match or “P” for Partial Match. Note: Match is waived for all activities funded under this NOFA; however, please indicate if the listed funding source is reportable as match under the Federal Final Rule.

IV.F. Total Dollar Amount: List the total dollar amount for the specified funding source.

### **Tab V: Unit Information**

The Unit Information chart must be complete and consistent with information given in other sections of the application. Complete the columns in the chart as follows:

V.B. HOME-Assisted Units: List the number of HOME-assisted units only (not total units). The number of units proposed to be HOME-assisted will be a part of your contractual obligation to the State should you be awarded HOME funds.

V.C. Total Units: List the number of total units being assisted (including non-HOME funded units) as a result of the activity.

V.D. Target Populations: Enter the designated number for any target population(s) that will be served by your activity from the chart in this tab. Enter multiple numbers if more than one target population is assisted by the project.

### **Tab VI: Legislative Information**

This section of the application requires information on the legislative representatives for your area.

The Department informs the Applicant’s legislative representatives when a conditional reservation of funds is made. Please make sure this information is current as of the application date.

### **Tab VII: Applicant Certification and Commitment of Responsibility**

Enter Applicant’s name, and sign and date the form.

### **Tab VIII: Rural Designation (Exhibit A1)**

It is extremely important for the Applicant to provide accurate information as requested below because activities in rural areas are awarded an additional 50 points. Rural points are awarded based on the location of the activity proposed.

Applicants within the following counties do not have to provide documentation of their rural status beyond Exhibit A1 as these counties are automatically considered rural: **Alpine, Amador, Calaveras, Colusa, Del Norte, Glenn, Humboldt, Inyo, Lake,**

**Lassen, Mariposa, Mendocino, Modoc, Mono, Nevada, Plumas, Sierra, Siskiyou, Tehama, Trinity and Tuolumne.**

Complete chart in this section only if your activity is located in a rural area but not within one of the counties listed above. These Applicants must indicate all census tract numbers and follow this process to document that the program activity is located in a rural area:

**STEP ONE (for cities and CHDOs only):**

Go to the State Department of Finance website at: <http://dof.ca.gov/Forecasting/Demographics/Estimates/E-1/> to verify the jurisdiction's most recent population estimates in the E-1 City/County Table. If asked for a username and password, click "cancel" until the file is shown.

**If your program activity is for a city of more than 40,000, STOP, as your program activity is not located in a rural area. Please note that for counties, this is not a threshold item.**

If your program is located in a city of 40,000 or less, **print** the page with Table E-1 which shows this population data, and go to Step Two.

**STEP TWO (for all)**

Go to the NEW American FactFinder at the US Census Bureau website: <http://factfinder2.census.gov/main.html>

- a. Click on "Advanced Search", then "Show Me All"
- b. Select "Topics" in the left-hand menu
- c. At the bottom of the "Topics" drop-down menu click "Dataset" to reveal this drop-down menu
- d. Scroll down this menu and select "2010 SF1 100% Data" under "Dataset"
- e. Scroll up again and above "Dataset", click on "Product Type" to reveal this drop-down menu
- f. Select "Detailed Table" under "Product Type". ("2010 SF 1 100% Data" and "Detailed Table" should now be listed in the "Your Selections" box (top left))
- g. Select "Geographies" in the left-hand menu
- h. On the next screen, click the button for "Most requested Geographic Type"
- i. In the drop-down menu for "Select a geographic type", select Census Tract, then select California, and your county, and then the Census tract where your proposed project will be located by clicking on the Census tract, and then clicking "Add to Your Selections". Close the "Select Geographies" window.
- j. In the Topic or Table Name box, type Urban and Rural. Select Table P2 or P002 from the drop-down menu. Then select the "Urban and Rural" box for this table in the list that follows. Then click "View".

**STEP THREE**

If the table indicates that the total combined population of the census tract(s) is at least 50.01% rural and/or inside urban cluster(s), the proposed service area will be considered rural. If the proposed service area meets these qualifications, **print** the

Census tract table provided, **enter** selected data from this table onto new **Exhibit A1**, and **submit** Exhibit A1 with Table E-1 (if a city or CHDO) and the census tract table(s) if claiming rural points.

**Note:** To print tables listing information for more than two Census Tracts, print in "Landscape" format. Printing using the Census' print icon will reformat the table to enable you to print several columns on each page. If you have more than six Census Tracts anticipated to be served, you may need to retrieve and print multiple separate tables or print on legal-sized paper to display all of your Census Tracts.

Notwithstanding the above, it is your responsibility to clearly document the rural status of your program. If this status is not clearly documented, the program may not be considered for rural points. However, if you follow this process and as a result the evidence shows that your program is not rural but you believe that it should be considered rural, or if you have other questions, problems, or concerns in determining rural designation pursuant to the above process, please contact the HOME NOFA Unit, [HOMENOFA@hcd.ca.gov](mailto:HOMENOFA@hcd.ca.gov).

### **Tab IX: Reporting History**

Submit **Reporting History (Exhibit A2)** along with copies of report transmittal e-mails to confirm each report was submitted to the Department by the due date. Accuracy is critical on this form. The Department will use this self-reporting tool to determine points for the missing and late reports portion of the rating and ranking process. See the NOFA for additional information. If you have additional questions or need assistance locating documentation, contact Jay Cortese, HOME Grants Management Manager, at [Jay.Cortese@hcd.ca.gov](mailto:Jay.Cortese@hcd.ca.gov).

### **Exhibits**

In addition to the Part A Application Summary forms, it is also necessary to include additional verifications, authorizations, and certifications which are provided in the form of exhibits. The Applicant Checklist on the following page lists all the exhibits required to complete the Part A section of your application. Use the checklist as a tool to verify that all the required elements are included and insert a copy of the completed checklist in your application package.

Instructions for completing Exhibit Part A, A1, and A2 are found above. Instructions for completing Exhibits A3 through A6 containing all the necessary elements to meet the Department's requirements follows the Applicant Checklist.

## **Applicant Certification and Commitment of Responsibility**

As the official designated by the governing body, I hereby certify that if approved by the California Department of Housing and Community Development (Department) for a HOME funding allocation the City of Holtville assumes the responsibilities specified in the HOME regulations and certifies that:

1. It possesses the legal authority to apply for the allocation and to execute the proposed program or project;
2. It has resolved any audit findings for prior Department or federally funded housing or community development projects or programs to the satisfaction of the Department or federal agency by which the finding was made;
3. It is not currently suspended or debarred from receiving federal funds;
4. It is currently in compliance with the submittal requirements of 2 CFR 200.512;
5. There are **no** pending lawsuits that would impact the implementation of this program or project;
6. It will follow the State Relocation Plan and the federal Uniform Relocation Act requirements;
7. It will comply with all statutes and regulations governing the HOME Program;
8. It will comply with State and Federal requirements;
9. It has staff available or has committed to hiring staff able to operate a local HOME program or project and oversee the work of an administrative subcontractor, if any;
10. It will use HOME funds as grants solely for authorized activities;
11. If a CHDO, that it is currently certified or that it has submitted an application for certification, and that its organization is currently in compliance with section 8204.1 of the State HOME Regulations including:
  - its certified service areas include the jurisdiction for which their proposed activity is located;
  - its board composition complies with and will continue to comply with the requirements for CHDOs in the definition contained in 24 CFR Section 92.2;
  - the purpose of the organization complies with 24 CFR 92.2; and
  - it is not a public body nor is it controlled by, or under the direction of, a public body, or individuals or entities seeking to derive profit or gain from the organization;
12. If a CHDO, it will maintain effective project control in its role as sole developer, sole owner or managing general partner in the administration of the proposed activity/ies;

13. The information, statements, and attachments contained in this application are, to the best of my knowledge and belief, true and correct.

I authorize the Department of Housing and Community Development to contact any agency, whether or not named in this application, which may assist in determining the capability of the Applicant. All information contained in this application is acknowledged to be public information. (This certification must be signed by the person authorized in the Resolution.)

Signature: \_\_\_\_\_ Title: City Manager

Type Name: Nicholas D. Wells Date: 1/10/2020

**Authorized Signatories Designation Form**  
 (for State Recipient applicants only)

For every position/title authorized in the Authorizing Resolution submitted with the HOME Application, the Department requires that the name of the person(s) currently occupying that/those position(s)/title(s) be kept on file at the Department. This allows the Standard Agreement to be signed by the current occupant(s) of the named position(s)/title(s) to sign on behalf of the applicant. Please provide this information in the spaces below.

**Note:** If the information provided below changes, update this form and send it to your HOME Representative along with a copy of meeting notes or some other official documentation evidencing the change in persons occupying the authorized position(s)/title(s). The additional documentation evidencing the name and position(s)/title(s) of authorized signatories need not be HOME-specific, but may provide general authority evidencing the name(s) and position(s)/title(s) of individuals authorized to legally bind the governing body.

**State Recipient:** City of Holtville

**HOME Application Year or Contract Number:** 2019

Authorized Signatory Position/Title	Name of Person Currently Occupying this Position
City Manager	Nicholas D. Wells

Submitted by (must not be a person named above):

**Printed Name:** Ginger Ward

**Signature:** \_\_\_\_\_

**Title:** City Mayor

**Date:** 1/10/2020



**Sunset Rose Senior Apartments**  
**UNIVERSAL CERTIFICATIONS AND IDENTITY OF INTEREST DISCLOSURE**

*UA Version 9/26/19*

**State of California**  
**Universal Application for the Development of Affordable Rental Housing**

On behalf of the entity identified in the signature block below, I certify that:

1. The information, statements and attachments included in this application are, to the best of my knowledge and belief, true and correct.
2. I possess the legal authority to submit this application on behalf of the entity identified in the signature block
3. The following is a complete disclosure of all identities of interest -- of all persons or entities, including affiliates, that will provide goods or services to the Project either (a) in one or more capacity or (b) that qualify as a "Related Party" to any person or entity that will provide goods or services to the project. "Related Party" is defined in Section 10302 of the California Code of Regulations (CTCAC Regulations):

None.

In addition, I acknowledge that all information in this application and attachments is public, and may be disclosed by the State.

Signature:	<div style="border: 2px solid black; background-color: yellow; height: 30px;"></div>
Name:	<div style="border: 2px solid black; background-color: yellow; padding: 2px;">Nicholas D. Wells</div>
Title:	<div style="border: 2px solid black; background-color: yellow; padding: 2px;">City Manager</div>
Entity Represented:	<div style="border: 2px solid black; background-color: yellow; padding: 2px;">City of Holtville</div>
Date:	<div style="border: 2px solid black; background-color: yellow; padding: 2px; text-align: right;">1/10/2020</div>

LEGAL STATUS QUESTIONNAIRE

UA Version 9/26/19

For purposes of the following questions, and with the exceptions noted below, the term "applicant" shall include the applicant and the project sponsor, the parent of the applicant and the project sponsor, and any subsidiary of the applicant or project sponsor if the subsidiary is involved in (for example, as a guarantor) or will be benefited by the application or the Project.

In addition to each of these entities themselves, the term "applicant" shall also include the direct and indirect holders of more than ten percent (10%) of the ownership interests in the entity, as well as the officers, directors, principals and senior executives of the entity if the entity is a corporation, the general and limited partners of the entity if the entity is a partnership, and the members or managers of the entity if the entity is a limited liability company. For projects using tax-exempt bonds, it shall also include the individual who will be executing the bond purchase agreement.

The following questions must be responded to for each entity and person qualifying as an "applicant," as defined above. Explain all positive responses on a separate sheet and include with this questionnaire in the application.

Exceptions:

Public entity applicants without an ownership interest in the proposed Project, including but not limited to cities, counties, and joint powers authorities with 100 or more members, are not required to respond to this questionnaire.

Members of the boards of directors of non-profit corporations, including officers of the boards, are also not required to respond. However, chief executive officers (Executive Directors, Chief Executive Officers, Presidents or their equivalent) must respond, as must chief financial officers (Treasurers, Chief Financial Officers, or their equivalent).

Civil Matters

- 1. Has the applicant filed a bankruptcy or receivership case or had a bankruptcy or receivership action commenced against it, defaulted on a loan, or been foreclosed against in the past ten years? If so, please explain. [ ] Yes [x] No
2. Is the applicant currently a party to, or been notified that it may become a party to, any civil litigation that may materially and adversely affect (a) the financial condition of the applicant's business, or (b) the Project that is the subject of the application? If so, please explain. [ ] Yes [x] No
3. Have there been any administrative or civil settlements, decisions, or judgments against the applicant within the past ten years that materially and adversely affected (a) the financial condition of the applicant's business, or (b) the Project that is the subject of the application? If so, please explain and state the amount. [ ] Yes [x] No
4. Is the applicant currently subject to, or been notified that it may become subject to, any civil or administrative proceeding, examination, or investigation by a local, state or federal licensing or accreditation agency, a local, state or federal taxing authority, or a local, state or federal regulatory or enforcement agency? If yes, please explain. [ ] Yes [x] No
5. In the past ten years, has the applicant been subject to any civil or administrative proceeding, examination, or investigation by a local, state or federal licensing or accreditation agency, a local, state or federal taxing authority, or a local, state or federal regulatory or enforcement agency that resulted in a settlement, decision, or judgment? If yes to either question numbers 4 or 5, please explain. [ ] Yes [x] No

Criminal Matters

LEGAL STATUS QUESTIONNAIRE

6. Is the applicant currently a party to, or the subject of, or been notified that it may become a party to or the subject of, any criminal litigation, proceeding, charge, complaint, examination or investigation, of any kind, involving, or that could result in, felony charges against the applicant? If so, please explain.

Yes  No

7. Is the applicant currently a party to, or the subject of, or been notified that it may become a party to or the subject of, any criminal litigation, proceeding, charge, complaint, examination or investigation, of any kind, involving, or that could result in, misdemeanor charges against the applicant for matters relating to the conduct of the applicant's business? If so, please explain.

Yes  No

8. Is the applicant currently a party to, or the subject of, or been notified that it may become a party to or the subject of, any criminal litigation, proceeding, charge, complaint, examination or investigation, of any kind, involving, or that could result in, criminal charges (whether felony or misdemeanor) against the applicant for any financial or fraud related crime? If so, please explain.

Yes  No

9. Is the applicant currently a party to, or the subject of, or been notified that it may become a party to or the subject of, any criminal litigation, proceeding, charge, complaint, examination or investigation, of any kind, that could materially affect the financial condition of the applicant's business?

Yes  No

10. Within the past ten years, has the applicant been convicted of any felony? If so, please explain.

Yes  No

11. Within the past ten years, has the applicant been convicted of any misdemeanor related to the conduct of the applicant's business? If so, please explain.

Yes  No

12. Within the past ten years, has the applicant been convicted of any misdemeanor for any financial or fraud related crime? If so, please explain.

Yes  No

City of Holtville  
\_\_\_\_\_  
PRINTED NAME OF APPLICANT/PROJECT SPONSOR ENTITY

\_\_\_\_\_  
SIGNATURE (Applicant/Project Sponsor)

1/10/2020  
\_\_\_\_\_  
DATE

Nicholas D. Wells  
\_\_\_\_\_  
PRINTED NAME OF SIGNATORY

City Manager  
\_\_\_\_\_  
PRINTED TITLE OF SIGNATORY



# CITY OF HOLTVILLE

121 WEST FIFTH STREET  
HOLTVILLE, CALIFORNIA 92250-1298 • (760) 356-2912  
"THE CARROT CAPITAL OF THE WORLD"

January 10, 2020

California Department of Housing and Community Development  
Division of Financial Assistance  
NOFA Section – HOME Program  
2020 W. El Camino Avenue, Suite 500  
Sacramento, CA 95833

Re: **Sunset Rose Senior Apartments**  
**APN: 045-330-033**  
**704 E. 3<sup>rd</sup> Street**  
**Holtville, CA 92250**

Dear Program Staff,

Please let this letter serve as certification that, to the best of our knowledge, there have not been, nor are there now, any pending lawsuits or litigation that would impact or otherwise adversely affect the implementation and development of the above-referenced project.

If you should have any questions concerning this information, please do not hesitate to contact my office.

Sincerely,

Nicholas D. Wells  
City Manager



# CITY OF HOLTVILLE

121 WEST FIFTH STREET  
HOLTVILLE, CALIFORNIA 92250-1298 • (760) 356-2912  
"THE CARROT CAPITAL OF THE WORLD"

January 10, 2020

California Department of Housing and Community Development  
Division of Financial Assistance  
NOFA Section – HOME Program  
2020 W. El Camino Avenue, Suite 500  
Sacramento, CA 95833

Re: **Sunset Rose Senior Apartments**  
**APN: 045-330-033**  
**704 E. 3<sup>rd</sup> Street**  
**Holtville, CA 92250**

Dear Program Staff,

Please let this letter serve as certification that residents of Sunset Rose Senior Apartments will be authorized to own or otherwise maintain one or more common household pets, in accordance with the Pet Friendly Housing Act of 2017 (California Health & Safety Code, § 50466). Pursuant to this statute, "common household pet" means a domesticated animal, such as a dog or cat that is commonly kept in the home for pleasure rather than for commercial purposes.

If you should have any questions concerning this information, please do not hesitate to contact my office.

Sincerely,

Nicholas D. Wells  
City Manager

**UA FORM XX**

CTCAC Regs. 10325(g)(5)(B) &amp; 10326(f)(6)(B), MHP Regulation 7320(b)(3), HOME Regulation 8212(d)(1)(C)

*UA Version 9/26/19***Purpose**

This form provides the Agencies with a certified report of all previous participation in all affordable multifamily rental housing projects. The Agencies require that you certify your records of previous participation in Agencies', other government-assisted, and nongovernment-assisted projects by completing and signing this form, before your Project application or participation can be approved.

**Instructions - Previous Participation Certificate**

1. The Previous Participation Certificate, including Schedule A, must be completed in its entirety and signed by all applicants, proposed general partners, developer and development consultant with whom the sponsor has a comprehensive development services contract, and affiliates applying to any one of the Agencies.
2. **For CTCAC only-** applicants applying for points for the property management agent experience, and there is an executed property management agreement, the property management agency must also complete the Previous Participation Certificate and Schedule A.
3. All other participants, or members of the development team, who are only involved in the Project on a fee for service basis and for whom #1 and #2 above do not apply, must provide a resume or complete Schedule A which details rental housing projects in which they previously participated.
4. Attach extra sheets as you need them. Be sure to indicate "Continued on Attachments" wherever appropriate. Sign each additional page that you attach if it refers to you or your record.

**Specific Line Instructions**

**Block 1:** Fill in the name and location of the affordable multifamily rental housing Project.

**Block 2:** Alphabetically list the full names, last name first, of all principals (including corporations) and affiliates and their addresses.

**Block 3:** Beside the name of each principal, fill in the role that each party listed will perform.

**Block 4:** Fill in the percentage ownership in the proposed Project that each principal is expected to have.

**Block 5:** Fill in the IRS employer number of every party listed, including affiliates.

**Block 6:** In the box below the statement of certification, fill in the name of all principals and affiliates. Beside the name of each principal and affiliate, each party must sign the form. In addition, each person who signs the form should fill in the date that he/she signs and their telephone number.

**Instructions - Schedule A**

1. Be sure that Schedule A is filled in completely, accurately and the certification is properly dated and signed, because it will serve as a record of your previous experience. All multi-family rental housing projects must be listed. Applicants are reminded that previous participation pertains to the individual principal within an entity as well as the entity itself.

**HOME ONLY** - to receive points for similar project experience, this information must be provided by the applicant, developer, owner, and managing general partner for subsidized projects of the same type proposed in the application. Such projects must have been completed during the 5-year period specified in the HOME NOFA. To receive points you must indicate whether the project is a rental new construction or rental rehabilitation project by entering "yes" or "no" underneath the P-I-S date.

**MHP ONLY** - list subsidized rental housing projects completed by the developer or development consultant with whom the Project Sponsor has a comprehensive development services contract. Include the projects in which the entity was responsible for overseeing or performing the full range of comprehensive development activities including: financial packaging, selection of consultants, selection of the construction contractor and property management agent, oversight of architectural design, construction management and other aspects of the development process. In addition, for each project submitted for operation experience, attach a narrative describing the Project Sponsor's role and responsibilities using MHP's form.

2. Even if you have never participated in an affordable multi-family rental housing project, you must complete the Previous Participation Certificate. If you have no previous projects to list, fill in your name in column 1, and write across the form by your name - "No previous participation."

**Column 2:** List all (nationwide) of your previous affordable multifamily rental housing projects. Identify all Agencies' projects first in Column 2A, then other government agency assisted projects in Column 2B, then nongovernment-assisted projects in Column 2C. Identify the project name, location, type of subsidy, number of units, and indicate if the project is being used in scoring to gain points, if applicable.

**Column 3:** List your role in all previous projects. Give the month/day/year the principal's role began and ended and the month/day/year the project was placed-in-service (P-I-S).

**CTCAC ONLY** - for the General partner and Management Company/Principal, to the extent that the type of information requested is the same between this attachment and UA XX and UA XY, the information should match or requested points may not be awarded in these categories.

**Column 4:** Indicate all defaults, foreclosures, sales, instances of IRS noncompliance, and issuance of IRS Form 8823.

## Previous Participation Certification

<b>1. Proposed Project Name</b> Sunset Rose Senior Apartments	<b>City and Zip Code</b> Holtville, CA 92250		
<b>2. List of All Proposed Principal Participants and Affiliates</b> Names and addresses of all known principals and affiliates (people, businesses & organizations) proposing to participate in the Project described above. List names alphabetically: last, first, middle initial.	<b>3. Role of Each Principal or Affiliate in Project</b>	<b>4. Expected % Ownership Interest in Project</b>	<b>5. IRS Employer Number</b>
City of Holtville, 121 W. 5th Street, Holtville, CA 92250	Applicant	0.000%	
Holtville Senior Associates, a CA LP, 430 E. State Street, Ste. 100, Eagle, ID 83616	Ownership LP	100.000%	To Be Obtained
TPC Holdings VII, LLC, 430 E. State Street, Ste. 100, Eagle, ID 83616	General Partner	0.005%	83-2973990
Central Valley Coalition for Affordable Housing, 3351 M Street, Merced, CA 95348	Managing General Partner	0.005%	77-0242399
Pacific West Communities, Inc., 430 E. State Street, Ste. 100, Eagle, ID 83616	Developer	0.000%	20-1657561

**Certifications:** I (meaning the individual who signs as well as the corporations, partnerships or other parties listed above who certify) hereby apply to CTCAC, MHP, CalHFA, CDLAC, HOME (hereinafter referred to as Agencies) for approval to participate as a principal in the role and project listed above based upon my following previous participation record and this Certification. By executing this certificate, I hereby consent to the disclosure of information concerning my performance in the affordable multifamily rental housing developments by the Agencies to third parties, including, but not limited to, affordable housing agencies in other states and by such third parties to the Agencies. Neither the Agencies nor such third parties are required to give me notice of such disclosure or receipt of information.

I certify that all the statements made by me are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained in Schedule A and Exhibits signed by me and attached to this form.

I further certify that:

1. Schedule A contains a listing of every affordable multifamily housing rental project in which I have been or am now a principal.
2. Except as shown by me on the certification:
  - a. I have not sold any project listed;
  - b. No mortgage on a project listed by me has ever been in default, assigned to the government or foreclosed, nor has mortgage relief by the mortgagee been given;
  - c. I have not experienced defaults or noncompliance under any contract or regulatory agreement in connection with a public housing project nor been issued IRS Form 8823 on any Low-Income Housing Tax Credit (LIHTC) project other than indicated on Schedule A;
  - d. To the best of my knowledge, there are no unresolved findings raised as a result of Agencies' audits, management reviews or other investigations concerning me or my projects.
  - e. I have not been suspended, debarred or otherwise restricted by any state agency from participating in the LIHTC program or other affordable housing program.
  - f. I have not failed to use state funds or Low Income Housing Tax Credits (LIHTC) allocated to me in any state.
3. All the names of the parties, known to me to be principals in this Project(s) in which I propose to participate, are listed above.
4. (Applicable to General Partners or Project Owners Only) All parties who are principals or who are proposed as principals here are listed above and no principals, affiliates, or identities of interest are concealed or omitted.
5. Statements above (if any) to which I cannot certify have been deleted by striking through the words with a pen. I have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances which I think helps to qualify me as a responsible principal for participation in this Project.

6. Typed or Printed Name of Principal	Signature of Principal	Certification Date	Area Code and Telephone No.
Nicholas D. Wells, City Manager		1/10/2020	(760) 356-2912
Caleb Roope, Manager, TPC Holdings VII, LLC, General Partner			(208) 461-0022
Christina Alley, CEO, Central Valley Coalition for Affordable Housing, MGP			(209) 388-0782
Caleb Roope, President & CEO, Pacific West Communities, Inc., Developer			(208) 461-0022

**Schedule A: List of Previous Projects.** By my name below is the complete list of my previous projects and my participation history as a principal, affiliate, management agent, or participant in affordable multifamily rental housing programs of the Agencies, and other government and nongovernment assisted programs. **Note:** Read and follow the instruction sheet carefully. Abbreviate where possible. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If you have no previous projects write, by your name, "No previous participation."

1. List Each Participant's, Affiliate's, Principal's Name	2. List Previous Projects			3. List Principal's, Affiliate's , Participant's Role(s) and Interest	4. Was project ever in default, foreclosure, sales, or have instances of IRS noncompliance or issuance of IRS Form 8823?			
List in alphabetical order, last name, first and sign.	Give the project name, address, city location, & government agency (GA) involved, number of units in the project, & if it is being used for scoring points.			Indicate when participation began and ended, when the project was placed-in-service (P-I-S), and whether the project is a new construction or a rehabilitation project.				
		(A) Agencies (CTCAC, CalHFA, CDLAC, HOME, MHP)	(B) Other Government Agencies	(C) Non- Government Assisted		Yes	No	If "Yes" explain
	Name Address City GA #Units Points				Role Interest Began Date Ended Date P-I-S Date New Construction Rehabilitation			
	Name Address City GA #Units Points				Role Interest Began Date Ended Date P-I-S Date New Construction Rehabilitation			
	Name Address City GA #Units Points				Role Interest Began Date Ended Date P-I-S Date New Construction Rehabilitation			

1. List Each Participant's, Affiliate's, Principal's Name	2. List Previous Projects				3. List Principal's, Affiliate's , Participant's Role(s) and Interest	4. Was project ever in default, foreclosure, sales, or have instances of IRS noncompliance or issuance of IRS Form 8823?					
List in alphabetical order, last name, first and <b>sign</b> .	Give the project name, address, city location, & government agency (GA) involved, number of units in the project, & if it is being used for scoring points.				Indicate when participation began and ended, when the project was placed-in-service (P-I-S), and whether the project is a new construction or a rehabilitation project.						
			(A) Agencies (CTCAC, CalHFA, CDLAC, HOME, MHP)	(B) Other Government Agencies	(C) Non- Government Assisted				Yes	No	If "Yes" explain
	Name Address City GA #Units Points				Role Interest Began Date Ended Date P-I-S Date New Construction Rehabilitation						
	Name Address City GA #Units Points				Role Interest Began Date Ended Date P-I-S Date New Construction Rehabilitation						
	Name Address City GA #Units Points				Role Interest Began Date Ended Date P-I-S Date New Construction Rehabilitation						
	Name Address City GA #Units Points				Role Interest Began Date Ended Date P-I-S Date New Construction Rehabilitation						

1. List Each Participant's, Affiliate's, Principal's Name	2. List Previous Projects				3. List Principal's, Affiliate's , Participant's Role(s) and Interest	4. Was project ever in default, foreclosure, sales, or have instances of IRS noncompliance or issuance of IRS Form 8823?		
List in alphabetical order, last name, first and <b>sign</b> .	Give the project name, address, city location, & government agency (GA) involved, number of units in the project, & if it is being used for scoring points.				Indicate when participation began and ended, when the project was placed-in-service (P-I-S), and whether the project is a new construction or a rehabilitation project.			
		(A) Agencies (CTCAC, CalHFA, CDLAC, HOME, MHP)	(B) Other Government Agencies	(C) Non- Government Assisted		Yes	No	If "Yes" explain
	Name Address City GA #Units Points				Role Interest Began Date Ended Date P-I-S Date New Construction Rehabilitation			
	Name Address City GA #Units Points				Role Interest Began Date Ended Date P-I-S Date New Construction Rehabilitation			
	Name Address City GA #Units Points				Role Interest Began Date Ended Date P-I-S Date New Construction Rehabilitation			
	Name Address City GA #Units Points				Role Interest Began Date Ended Date P-I-S Date New Construction Rehabilitation			

For the General Partner and Management Company/Principal - to the extent that the type of information requested on this attachment is the same as requested on UA Form XX, the information should match or requested points may not be awarded (if applicable).

UA Version 9/26/19

**Department of Housing and Community Development  
HOME PROGRAM  
Verification of Local Development Impact Fees  
Rental New Construction**

**Itemize all local impact fees to be paid.**

Pursuant to TCAC Regulation Section 10302(x), Local Development Impact Fees are defined as: the amount of impact fees, mitigation fees, or capital facilities fees imposed by municipalities, county agencies, or other jurisdictions such as public utility districts, school districts, water agencies, resource conservation districts, etc. **Permit processing fees, building permit fees, and plan check fees are NOT considered Local Development Impact Fees.**

TYPE OF FEES TO BE PAID	AMOUNT OF FEE
Community Development Fees	\$
Drainage Facilities	\$
Facilities Assessment	\$
Fire Facilities	\$4,800
General Facilities	\$
Governmental/Environmental	\$
Law Enforcement Facilities	\$3,296
Library Facilities	\$
Parks & Recreation	\$2,080
Public Facilities	\$
Schools	\$10,371.96
Streets & Signals	\$
Traffic Fees	\$
Waste Water Collection	\$
Waste Water Treatment	\$42,368
Water Facilities	\$42,208
Other (specify):	\$1,728
Other (specify):	\$
<b>Total Estimated Local Development Impact Fees</b>	<b>\$106,851.96</b>

**Certification** I certify, on behalf of the entities I represent, that the information presented on the attached Local Approvals form is true and correct to the best of my knowledge.

Name of Local Official (print): Nicholas D. Wells  
 Signature: \_\_\_\_\_  
 Agency or Department: City of Holtville  
 Title City Manager Date: 1/10/2020

Developer Name (print): Pacific West Communities, Inc.  
 Signature \_\_\_\_\_  
 Title Caleb Roope, President & CEO Date: \_\_\_\_\_

**City of Holtville**  
**REPORT TO COUNCIL**

MEETING DATE:	<u>01/13/20</u>
ITEM NUMBER	<u>3 b</u>
Approvals	CITY MANAGER 
	FINANCE MANAGER _____
	CITY ATTORNEY _____

**DATE ISSUED:** January 7, 2020  
**FROM:** Kariza Preciado, Finance Supervisor  
**SUBJECT:** **Resolution No. 20-02** *Agreement for Services with Imperial County for Professional Services to Provide Community Outreach for the 2020 Census*

**ISSUE:**

Shall the City Council adopt Resolution No 20-02 , approving an agreement between the City of Holtville and Imperial County for the City to provide professional services for community outreach in the City of Holtville for the 2020 Census?

**DISCUSSION:**

The next Census is Spring 2020. Beginning in mid-March 2020, each household will receive a letter in the mail which will explain the different ways, individuals can fill out the Census questionnaire. This is the first year, the Census will be encouraging internet responses.

The City of Holtville is a member of the Imperial County Complete Count Committee and our goal is to disseminate information regarding the Census and encourage Holtville residents to complete the Census questionnaire as soon as they receive them. It is imperative the City focus resources to ensure individuals are properly counted because Holtville is deemed a hard to count (HTC) city.

Imperial County received funding from the State of California to carry out Census efforts. A Request for Proposals (RFP) was issued and Holtville responded to the RFP and was successful. The Agreement with Imperial County attached hereto will allow the City to secure \$11,390 for Census efforts.

**FISCAL IMPACT:**

The City will receive \$11,390 from Imperial County for Census efforts in the form of grant funding. The grant does not cover Staff time and it is unknown how much Staff time will be required from the present time to April 30, 2020.

**CITY MANAGER RECOMMENDATION:**

It is recommended that the resolution be approved.

**ALTERNATIVE:**

Not to adopt the Resolution and forego receipt of these funds

**HOLTVILLE CITY COUNCIL  
RESOLUTION NO. 20-02**

**A RESOLUTION OF THE HOLTVILLE CITY COUNCIL APPROVING AN  
AGREEMENT BETWEEN THE CITY OF HOLTVILLE AND IMPERIAL  
COUNTY FOR THE CITY TO PROVIDE PROFESSIONAL SERVICES FOR  
COMMUNITY OUTREACH IN THE CITY OF HOLTVILLE FOR THE 2020 CENSUS**

**WHEREAS**, The City of Holtville was awarded \$11,390 from the County of Imperial to provide community outreach in the City of Holtville for the 2020 Census; and

**WHEREAS**, the City of Holtville Staff is professionally qualified to conduct outreach activities; and

**WHEREAS**, the City Council finds that its approval of the Agreement will be in the best interest of the City.

**NOW, THEREFORE, THE HOLTVILLE CITY COUNCIL DOES HEREBY  
RESOLVE, DETERMINE AND AUTHORIZE AS FOLLOWS:**

1. That the foregoing is true, correct and adopted hereby,
2. That the City Council does hereby approve the Agreement with the County, a copy of which is on file in the Office of the City Clerk.
3. That the City Manager is authorized to sign on behalf of the City.

**PASSED, APPROVED AND ADOPTED** by Holtville City Council at a regular meeting held on the 13th of January, 2020, by the following roll call vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

\_\_\_\_\_  
Ginger Ward, Mayor

Attest: \_\_\_\_\_  
Kariza Preciado, Interim City Clerk

1 **AGREEMENT FOR SERVICES**

2 \_\_\_\_\_  
3 THIS AGREEMENT FOR SERVICES (“Agreement”), made and entered into effective the  
4 \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the **County of Imperial**, a political subdivision of  
5 the State of California, by and through its Executive Office (“COUNTY”) and the City of  
6 \_\_\_\_\_, a municipal corporation of the state of California (“CONSULTANT”)  
7 (individually, “Party;” collectively, “Parties”) shall be as follows:

8 **RECITALS**

9 **WHEREAS**, COUNTY desires to retain a qualified city to provide professional services to  
10 provide community outreach in the incorporated cities of the County of Imperial for the 2020 census  
11 (“Project”); and

12 **WHEREAS**, CONSULTANT represents that it is qualified and experienced to perform the  
13 Project services; and

14 **WHEREAS**, COUNTY desires to engage CONSULTANT to provide services by reason of its  
15 qualifications and experience for performing such services, and CONSULTANT has offered to provide  
16 the services required for the Project.

17 **NOW, THEREFORE**, in consideration of their mutual covenants, COUNTY and  
18 CONSULTANT have and hereby agree to the following:

19 **1. RECITALS.**

20 **1.1.** Parties hereby certify that to the best of their knowledge, the above recitals are true and  
21 correct.

22 **1.2.** The above recitals are hereby adopted and incorporated within this Agreement.

23 **2. DEFINITIONS.**

24 **2.1.** “Request for Proposals” or “RFP” shall mean that document that describes the Project and  
25 project requirements to prospective bidders entitled, “Request for Proposals – To Conduct  
26 A Census 2020 Community Outreach In The Incorporated Cities of Imperial County,”  
27 dated August 2, 2019. The Request for Proposal is attached hereto as **Exhibit “A”** and  
28 incorporated herein by this reference.

1           **2.2.** “Proposal” shall mean CONSULTANT’s document entitled,  
2           “ \_\_\_\_\_  
3           \_\_\_\_\_,”  
4           dated \_\_\_\_\_, and submitted to COUNTY’s Executive Office.

5           The Proposal is attached hereto as **Exhibit “B”** and incorporated herein this by reference.

6   **3.    CONTRACT COORDINATION.**

7           **3.1.** COUNTY’s Executive Officer, or his/her designee, shall be the representative of  
8           COUNTY for all purposes under this Agreement. COUNTY’s Executive Officer, or  
9           his/her designee, is hereby designated as the Contract Manager for COUNTY. He/she  
10          shall supervise the progress and execution of this Agreement.

11          **3.2.** CONSULTANT shall assign a single Contract Manager to have overall responsibility for  
12          the progress and execution of this Agreement. Should circumstances or conditions  
13          subsequent to the execution of this Agreement require a substitute Contract Manager for  
14          any reason, the Contract Manager designee shall be subject to the prior written acceptance  
15          and approval of COUNTY’s Contract Manager.

16   **4.    DESCRIPTION OF WORK.**

17          CONSULTANT shall provide all materials and labor to perform this Agreement consistent with  
18          the RFP and the Proposal, as set forth in **Exhibits “A” and “B.”** In the event of a conflict amongst this  
19          Agreement, the RFP, and the Proposal, the RFP shall take precedence over the Proposal and this  
20          Agreement shall take precedence over both.

21   **5.    WORK TO BE PERFORMED BY CONSULTANT.**

22          **5.1.** CONSULTANT shall comply with all terms, conditions, and requirements of the RFP, the  
23          Proposal, and this Agreement.

24          **5.2.** CONSULTANT shall perform such other tasks as necessary and proper for the full  
25          performance of the obligations assumed by CONSULTANT hereunder.

26          **5.3.** CONSULTANT shall:

27                  **5.3.1.** Procure all permits and licenses, pay all charges and fees, and give all notices  
28                  that may be necessary and incidental to the due and lawful prosecution of the

1 services to be performed by CONSULTANT under this Agreement;

2 **5.3.2.** Keep itself fully informed of all existing and proposed federal, state and local laws,  
3 ordinances, regulations, orders and decrees which may affect those engaged or  
4 employed under this Agreement;

5 **5.3.3.** At all times observe and comply with, and cause all of its employees to observe  
6 and comply with all of said laws, ordinances, regulations, orders and decrees  
7 mentioned above; and

8 **5.3.4.** Immediately report to COUNTY's Contract Manager in writing any discrepancy  
9 or inconsistency it discovers in said laws, ordinances, regulations, orders and  
10 decrees mentioned above in relation to any plans, drawings, specifications or  
11 provisions of this Agreement.

12 **6. REPRESENTATIONS BY CONSULTANT.**

13 **6.1.** CONSULTANT understands and agrees that COUNTY has limited knowledge in the  
14 multiple areas specified in the Proposal and the RFP. CONSULTANT has represented  
15 itself to be an expert in these fields and understands that COUNTY is relying upon such  
16 representation.

17 **6.2.** CONSULTANT represents and warrants that it is a lawful entity possessing all required  
18 licenses and authorities to do business in the state of California and perform all aspects  
19 of this Agreement.

20 **6.3.** CONSULTANT shall not commence any work under this Agreement or provide any  
21 other services, or materials, in connection therewith until CONSULTANT has received  
22 written authorization from COUNTY's Contract Manager to do so.

23 **6.4.** CONSULTANT represents and warrants that the people executing this Agreement on  
24 behalf of CONSULTANT have the authority of CONSULTANT to sign this Agreement  
25 and bind CONSULTANT to the performance of all duties and obligations assumed by  
26 CONSULTANT herein.

27 **6.5.** CONSULTANT represents and warrants that any employee, subcontractor, and/or agent  
28 who will be performing any of the duties and obligations of CONSULTANT herein

1 possess all required licenses and authorities, as well as the experience and training, to  
2 perform such tasks.

3 **6.6.** CONSULTANT represents and warrants that the allegations contained in the RFP are true  
4 and correct.

5 **6.7.** CONSULTANT understands that COUNTY considers the representations made herein  
6 to be material and would not enter into this Agreement with CONSULTANT if such  
7 representations were not made.

8 **6.8.** CONSULTANT understands and agrees not to discuss this Agreement or work  
9 performed pursuant to this Agreement with anyone not a party to this Agreement  
10 without the prior permission of COUNTY. CONSULTANT further agrees to  
11 immediately advise COUNTY of any contacts or inquiries made by anyone not a party  
12 to this Agreement with respect to work performed pursuant to this Agreement.

13 **6.9.** Prior to accepting any work under this Agreement, CONSULTANT shall perform a due  
14 diligence review of its files and advise COUNTY of any conflict or potential conflict  
15 CONSULTANT may have with respect to the work requested.

16 **6.10.** CONSULTANT understands and agrees that in the course of performance of this  
17 Agreement, CONSULTANT may be provided with information or data considered by  
18 the owner or the COUNTY to be confidential. COUNTY shall clearly identify such  
19 information and/or data as confidential. CONSULTANT shall take all necessary steps  
20 necessary to maintain such confidentiality including but not limited to restricting the  
21 dissemination of all material received to those required to have such data in order for  
22 CONSULTANT to perform under this Agreement.

23 **6.11.** CONSULTANT represents that the personnel dedicated to this project, as identified in  
24 CONSULTANT's Proposal, will be the people to perform the tasks identified therein.  
25 CONSULTANT will not substitute other personnel or engage any contractors to work  
26 on any tasks identified herein without prior written notice to COUNTY.

27 **7. TERM OF AGREEMENT.**

28 This Agreement shall commence on the date first written above and shall remain in effect for a

1 period of eight (8) months, unless otherwise modified or terminated as provided for in this Agreement.

2 **8. COMPENSATION.**

3 **8.1.** The total compensation payable under this Agreement shall not exceed  
4 \_\_\_\_\_ (\$\_\_\_\_\_), unless  
5 otherwise previously agreed to in writing by COUNTY.

6 **8.2.** Except as provided under Paragraph 8.1, COUNTY shall not be responsible to pay  
7 CONSULTANT any compensation, out of pocket expenses, fees, reimbursement of  
8 expenses or other remuneration.

9 **9. PAYMENT.**

10 **9.1.** CONSULTANT shall bill COUNTY on a time and material basis as set forth in **Exhibit**  
11 **“B.”** COUNTY shall pay CONSULTANT for completed and approved services upon  
12 presentation of its itemized billing.

13 **9.2.** COUNTY may retain up to five percent (5%) of the total of amount of each invoice, not to  
14 exceed five percent (5%) of the total compensation amount of the completed Project.  
15 “Completion of the Project” is when the work to be performed has been completed in  
16 accordance with this Agreement, as determined by COUNTY, and all subcontractors, if  
17 any, have been paid in full by CONSULTANT. Upon completion of the Project,  
18 CONSULTANT shall bill COUNTY the retention for payment by COUNTY.

19 **10. METHOD OF PAYMENT.**

20 CONSULTANT shall at any time prior to the fifteenth (15<sup>th</sup>) day of any month, submit to  
21 COUNTY a written claim for compensation for services performed. The claim shall be in a format  
22 approved by COUNTY. No payment shall be made by COUNTY prior to the claims being approved in  
23 writing by COUNTY’s Contract Manager or his/her designee. CONSULTANT may expect to receive  
24 payment within a reasonable time thereafter and in any event in the normal course of business within  
25 thirty (30) days after the claim is submitted.

26 **11. TIME FOR COMPLETION OF THE WORK.**

27 The Parties agree that time is of the essence in the performance of this Agreement. Project  
28 scheduling shall be as described in **Exhibits “A” and “B”** unless revisions are approved by both

1 COUNTY's Contract Manager and CONSULTANT's Contract Manager. Time extensions may be  
2 allowed for delays caused by COUNTY, other governmental agencies or factors not directly brought  
3 about by the negligence or lack of due care on the part of CONSULTANT.

4 **12. MAINTENANCE AND ACCESS OF BOOKS AND RECORDS.**

5 CONSULTANT shall maintain books, records, documents, reports and other materials  
6 developed under this Agreement as follows:

7 **12.1.** CONSULTANT shall maintain all ledgers, books of accounts, invoices, vouchers,  
8 canceled checks, and other records relating to CONSULTANT's charges for services or  
9 expenditures and disbursements charged to COUNTY for a minimum period of three  
10 (3) years, or for any longer period required by law, from the date of final payment to  
11 CONSULTANT pursuant to this Agreement.

12 **12.2.** CONSULTANT shall maintain all reports, documents, and records, which demonstrate  
13 performance under this Agreement for a minimum period of five (5) years, or for any  
14 longer period required by law, from the date of termination or completion of this  
15 Agreement.

16 **12.3.** Any records or documents required to be maintained by CONSULTANT pursuant to  
17 this Agreement shall be made available to COUNTY for inspection or audit at any time  
18 during CONSULTANT's regular business hours provided that COUNTY provides  
19 CONSULTANT with seven (7) days advanced written or e-mail notice. Copies of such  
20 documents shall, at no cost to COUNTY, be provided to COUNTY for inspection at  
21 CONSULTANT's address indicated for receipt of notices under this Agreement.

22 **13. SUSPENSION OF AGREEMENT.**

23 COUNTY's Contract Manager shall have the authority to suspend this Agreement, in whole or  
24 in part, for such period as deemed necessary due to unfavorable conditions or to the failure on the part  
25 of CONSULTANT to perform any provision of this Agreement. CONSULTANT will be paid the  
26 compensation due and payable to the date of suspension.

27 **14. TERMINATION.**

28 COUNTY retains the right to terminate this Agreement for any reason by notifying

1 CONSULTANT in writing twenty (20) days prior to termination and by paying the compensation due  
2 and payable to the date of termination; provided, however, if this Agreement is terminated for fault of  
3 CONSULTANT, COUNTY shall be obligated to compensate CONSULTANT only for that portion of  
4 CONSULTANT's services which are of benefit to COUNTY.

5 **15. INSPECTION.**

6 CONSULTANT shall furnish COUNTY with every reasonable opportunity for COUNTY to  
7 ascertain that the services of CONSULTANT are being performed in accordance with the requirements  
8 and intentions of this Agreement. All work done and materials furnished, if any, shall be subject to  
9 COUNTY's Contract Manager's inspection and approval. The inspection of such work shall not  
10 relieve CONSULTANT of any of its obligations to fulfill its Agreement as prescribed.

11 **16. OWNERSHIP OF MATERIALS.**

12 All original drawings, videotapes, studies, sketches, computations, reports, information, data  
13 and other materials given to or prepared or assembled by or in the possession of CONSULTANT  
14 pursuant to this Agreement shall become the permanent property of COUNTY and shall be delivered  
15 to COUNTY upon demand, whether or not completed, and shall not be made available to any  
16 individual or organization without the prior written approval of COUNTY.

17 **17. INTEREST OF CONSULTANT.**

18 **17.1.** CONSULTANT covenants that it presently has no interest, and shall not acquire any  
19 interest, direct or indirect, financial or otherwise, which would conflict in any manner or  
20 degree with the performance of the services hereunder.

21 **17.2.** CONSULTANT covenants that, in the performance of this Agreement, no sub-  
22 contractor or person having such an interest shall be employed.

23 **17.3.** CONSULTANT certifies that no one who has or will have any financial interest under  
24 this Agreement is an officer or employee of COUNTY.

25 **18. INDEMNIFICATION.**

26 CONSULTANT shall hold harmless, defend, and indemnify COUNTY and its officers,  
27 officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs  
28 (including without limitation costs and fees of litigation) of every nature arising out of or in connection

1 with CONSULTANT's performance of work hereunder or its failure to comply with any of its  
2 obligations contained in this Agreement, except such loss or damage which was caused by the sole  
3 negligence or willful misconduct of COUNTY.

4 **19. INDEPENDENT CONTRACTOR.**

5 **19.1.** In all situations and circumstances arising out of the terms and conditions of this  
6 Agreement, CONSULTANT is an independent contractor, and as an independent  
7 contractor, the following shall apply:

8 **19.2.** CONSULTANT is not an employee or agent of COUNTY and is only responsible for  
9 the requirements and results specified by this Agreement or any other agreement.

10 **19.3.** CONSULTANT shall be responsible to COUNTY only for the requirements and results  
11 specified by this Agreement and except as specifically provided in this Agreement, shall  
12 not be subject to COUNTY's control with respect to the physical actions or activities of  
13 CONSULTANT in fulfillment of the requirements of this Agreement.

14 **19.4.** CONSULTANT is not, and shall not be, entitled to receive from, or through, COUNTY,  
15 and COUNTY shall not provide, or be obligated to provide, CONSULTANT with  
16 Workers' Compensation coverage or any other type of employment or worker insurance  
17 or benefit coverage required or provided by any Federal, State or local law or regulation  
18 for, or normally afforded to, an employee of COUNTY.

19 **19.5.** CONSULTANT shall not be entitled to have COUNTY withhold or pay, and COUNTY  
20 shall not withhold or pay, on behalf of CONSULTANT, any tax or money relating to  
21 the Social Security Old Age Pension Program, Social Security Disability Program, or  
22 any other type of pension, annuity, or disability program required or provided by any  
23 Federal, State or local law or regulation.

24 **19.6.** CONSULTANT shall not be entitled to participate in, nor receive any benefit from, or  
25 make any claim against any COUNTY fringe program, including, but not limited to,  
26 COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan,  
27 or any other type of benefit program, plan, or coverage designated for, provided to, or  
28 offered to COUNTY's employees.



1 provisions of Labor Code section 1810 regarding the legal day's work; and

2 **21.3.4.** CONSULTANT has reviewed and agrees to comply, when applicable, with the  
3 provisions of Labor Code section 1813 regarding forfeiture for violations of the  
4 maximum hours per day and per week provisions contained in the same chapter.

5 **21.3.5.** CONSULTANT has reviewed and agrees to comply, when applicable, with any  
6 applicable provisions for those Projects subject to Department of Industrial  
7 Relations (DIR) Monitoring and Enforcement of prevailing wages. COUNTY  
8 hereby notifies CONSULTANT that CONSULTANT is responsible for  
9 complying with the requirements of Senate Bill 854 (SB854) regarding certified  
10 payroll record reporting. Further information concerning the requirements of  
11 SB854 is available on the DIR website located at: [http://www.dir.ca.gov/Public-  
12 Works/PublicWorksEnforcement.html](http://www.dir.ca.gov/Public-Works/PublicWorksEnforcement.html).

13 **22. ASSIGNMENT.**

14 Neither this Agreement nor any duties or obligations hereunder shall be assignable by  
15 CONSULTANT without the prior written consent of COUNTY. CONSULTANT may employ other  
16 specialists to perform services as required with prior approval by COUNTY.

17 **23. NON-DISCRIMINATION.**

18 **23.1.** During the performance of this Agreement, CONSULTANT and its subcontractors shall  
19 not unlawfully discriminate, harass or allow harassment against any employee or  
20 applicant for employment because of sex, race, color, ancestry, religious creed, national  
21 origin, physical disability (including HIV and AIDS), mental disability, medical  
22 condition (cancer), age (over forty (40)), marital status and denial of family care leave.

23 **23.2.** CONSULTANT and its subcontractors shall insure that the evaluation and treatment of  
24 their employees and applicants for employment are free from such discrimination and  
25 harassment.

26 **23.3.** CONSULTANT and its subcontractors shall comply with the provisions of the Fair  
27 Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable  
28 regulations promulgated thereunder (California Code of Regulations, Title 2, §7285 et

1 seq.).

2 **23.4.** The applicable regulations of the Fair Employment and Housing Commission  
3 implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of  
4 Title 2 of the California Code of Regulations, are incorporated into this Agreement by  
5 reference and made a part hereof as if set forth in full.

6 **23.5.** The applicable regulations of §504 of the Rehabilitation Act of 1973 (29 U.S.C. §794  
7 (a)) are incorporated into this Agreement by reference and made a part hereof as if set  
8 forth in full.

9 **23.6.** CONSULTANT and its subconsultants shall give written notice of their obligations  
10 under this clause to labor organizations with which they have a collective bargaining or  
11 other agreement.

12 **23.7.** CONSULTANT shall include the nondiscrimination and compliance provisions of this  
13 clause in all subcontracts to perform work under this Agreement.

14 **24. NOTICES AND REPORTS.**

15 **24.1.** Any notice and reports under this Agreement shall be in writing and may be given by  
16 personal delivery or by mailing by certified mail, addressed as follows:

<b>COUNTY</b>	<b>CONSULTANT</b>
County Executive Office	_____
Attn: Contract Manger	_____
940 Main Street, Suite 208	_____
El Centro, CA 92243	_____
County of Imperial	_____
Clerk of the Board of Supervisors	_____
940 W. Main Street, Suite 209	_____
El Centro, CA 92243	_____

24 **24.2.** Notice shall be deemed to have been delivered only upon receipt by the Party, seventy-  
25 two (72) hours after deposit in the United States mail or twenty-four (24) hours after  
26 deposit with an overnight carrier.

27 **24.3.** The addressees and addresses for purposes of this Section may be changed to any other  
28 addressee and address by giving written notice of such change. Unless and until written

1 notice of change of addressee and/or address is delivered in the manner provided in this  
2 Section, the addressee and address set forth in this Agreement shall continue in effect  
3 for all purposes hereunder.

4 **25. ENTIRE AGREEMENT.**

5 This Agreement contains the entire Agreement between COUNTY and CONSULTANT  
6 relating to the transactions contemplated hereby and supersedes all prior or contemporaneous  
7 agreements, understandings, provisions, negotiations, representations, or statements, either written or  
8 oral.

9 **26. MODIFICATION.**

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

12 **27. CAPTIONS.**

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

15 **28. PARTIAL INVALIDITY.**

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

19 **29. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.**

20 As used in this Agreement and whenever required by the context thereof, each number, both  
21 singular and plural, shall include all numbers, and each gender shall include a gender.  
22 CONSULTANT as used in this Agreement or in any other document referred to in or made a part of  
23 this Agreement shall likewise include the singular and the plural, a corporation, a partnership,  
24 individual, firm or person acting in any fiduciary capacity as executor, administrator, trustee or in any  
25 other representative capacity or any other entity. All covenants herein contained on the part of  
26 CONSULTANT shall be joint and several if more than one person, firm or entity executes the  
27 Agreement.

28 **30. WAIVER.**

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

4 **31. CHOICE OF LAW.**

5 This Agreement shall be governed by the laws of the State of California. This Agreement is  
6 made and entered into in Imperial County, California. Any action brought by either party with respect  
7 to this agreement shall be brought in a court of competent jurisdiction within said County.

8 **32. AUTHORITY.**

9 **32.1.** Each individual executing this Agreement on behalf of CONSULTANT represents and  
10 warrants that:

11 **32.1.1.** He/She is duly authorized to execute and deliver this Agreement on behalf of  
12 CONSULTANT;

13 **32.1.2.** Such execution and delivery is in accordance with the terms of the Articles of  
14 Incorporation or Partnership, any by-laws or Resolutions of CONSULTANT  
15 and;

16 **32.1.3.** This Agreement is binding upon CONSULTANT accordance with its terms.

17 **32.2.** CONSULTANT shall deliver to COUNTY evidence acceptable to COUNTY of the  
18 foregoing within thirty (30) days of execution of this Agreement.

19 **33. COUNTERPARTS.**

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

24 **34. REVIEW OF AGREEMENT TERMS.**

25 **34.1.** Each Party has had the opportunity to receive independent legal advice from its  
26 attorneys with respect to the advisability of making the representations, warranties,  
27 covenants and agreements provided for herein, and with respect to the advisability of  
28 executing this Agreement.

1           **34.2.** Each Party represents and warrants to and covenants with the other Party that:

2                   **34.2.1.** This Agreement in its reduction to final written form is a result of extensive  
3                                   good faith negotiations between the Parties and/or their respective legal counsel;  
4                                   and

5                   **34.2.2.** The Parties and their legal counsel have had the opportunity to carefully review  
6                                   and examine this Agreement for execution by said Parties.

7           **34.3.** Any statute or rule of construction that ambiguities are to be resolved against the  
8                                   drafting party shall not be employed in the interpretation of this Agreement.

9 **35.   NON-APPROPRIATION.**

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

14           **IN WITNESS WHEREOF**, the Parties have executed this Agreement on the day and year first  
15 above written.

16  
17 **County of Imperial** \_\_\_\_\_

18  
19 By: \_\_\_\_\_  
20     Ryan E. Kelley, Chairman  
21     Imperial County Board of Supervisors

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

22 **ATTEST:**

23  
24 By: \_\_\_\_\_  
25     Blanca Acosta, Clerk of the Board  
26     County of Imperial, State of California

27 **APPROVED AS TO FORM:**

28 Katherine Turner,  
County Counsel

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By: \_\_\_\_\_  
Adam G. Crook,  
Assistant County Counsel

**City of Holtville**  
**REPORT TO COUNCIL**

MEETING DATE:	<u>01/13/20</u>
ITEM NUMBER	<u>3 c</u>
Approvals	CITY MANAGER 
	FINANCE MANAGER _____
	CITY ATTORNEY _____

**DATE ISSUED:** January 10, 2020  
**FROM:** Nick Wells, City Manager  
**SUBJECT:** *County and Regional Appointment List - Appointments & Selections Needed*

**INFORMATION ONLY - NO FORMAL ACTION REQUIRED BY THE COUNCIL**

**DISCUSSION:**

Attached is the 2019 County and Regional Appointment List, 1st DRAFT for review, amendment and consideration. It is requested that Council review the current/past appointments, make recommendations for any possible changes and give direction to staff to contact any community members requesting service if necessary. After any changes are made, the updated list will be brought back for adoption at a future Council Meeting.

**CITY MANAGER RECOMMENDATION:**

It is recommended that the City Council review, amend and give staff direction.

# 2020 CITY OF HOLTVILLE

Updated: 01/11/19

## County and Regional Appointment List

Mayor: Ginger Ward  
Mayor Pro-Tem: Jim Predmore

### LEAGUE OF CALIFORNIA CITIES

Quarterly meetings at various locations

Primary: **Ginger Ward (Mayor)**  
Alternate: **Jim Predmore (Mayor Pro-Tem)**

Contact: **Catherine Hill**  
Office: (619) 295-8282  
Ginger Ward Mobile: (619) 733-1751  
[CHill@CaCities.org](mailto:CHill@CaCities.org)

### IMPERIAL COUNTY TRANSPORTATION COMMISSION (ICTC)

Meetings are held monthly every 4th Wednesday at 6:00 pm  
in the County Board of Supervisors Chambers  
(940 W Main Street, 2nd Floor - El Centro)

Primary: **Jim Predmore (Council Member)**  
Alternate: **Mike Goodsell (Council Member)**

1405 N Imperial Avenue, Ste 1  
El Centro, California 92243  
Executive Director: **Mark Baza**  
Office: (760) 592-4494  
[MarkBaza@ImperialCTC.org](mailto:MarkBaza@ImperialCTC.org)

### ICTC MANAGEMENT COMMITTEE

Meetings are held every 2nd Wednesday of the month at  
10:30 a.m. at alternating locations

Primary: **Nick Wells (City Manager)**  
Alternate: **Kariza Preciado (Finance Officer)**

Contact: **Cristi Lerma**  
Office: (760) 592-4494  
Mobile: (760) 604-1100  
[CristiLerma@ImperialCTC.org](mailto:CristiLerma@ImperialCTC.org)

### ICTC TECHNICAL ADVISORY COMMITTEE (Two votes)

Meetings are held every 4th Thursday of the month at the ICTC Office

Primary: **Kariza Preciado (Finance Officer)**  
Alternate: **Alex Chavez (Public Works Foreman)**  
Alternate: **George Galvan (City Planner)**

1405 N Imperial Avenue, Ste 1  
El Centro, California 92243  
Contact: **Cristi Lerma**  
Office: (760) 592-4494  
Mobile: (760) 604-1100  
[CristiLerma@ImperialCTC.org](mailto:CristiLerma@ImperialCTC.org)

### OVERALL ECONOMIC DEVELOPMENT COMMISSION (OEDC)

Meetings are held on the 1st Wednesday of every month at 9 am

Primary: **Nick Wells (City Manager)**  
Alternate: **Ginger Ward (Mayor)**

940 W Main Street, Suite 203  
El Centro, California 92243  
Contact: **Esperanza Colio**  
Office: (442) 265-1101  
[EsperanzaColio@co.Imperial.ca.us](mailto:EsperanzaColio@co.Imperial.ca.us)

### IMPERIAL VALLEY ECONOMIC DEVELOPMENT CORPORATION (IVEDC)

Meetings are held on the 2nd Thursday of every other month at 3:30.  
No set location.

Primary: **Mike Goodsell (Council Member)**  
Alternate: **Jim Predmore (Council Member)**

1405 N Imperial Avenue, Ste 1  
El Centro, California 92243  
Contact: **Tim Kelley**  
Office: (760) 353-8332  
[Tim@IVEDC.com](mailto:Tim@IVEDC.com)

# 2020 CITY OF HOLTVILLE

Updated: 01/11/19

## County and Regional Appointment List

### IMPERIAL VALLEY HOUSING AUTHORITY

Meetings are held on the 2nd Thursday of every month at 6:00 p.m.  
Location alternates between the 1401 D Street, Brawley office  
and the El Centro office

Primary: ~~Jean Jencks~~  
Alternate: Vacant

1690 West Adams Avenue  
El Centro, California 92243  
Executive Director: **Andrea D. Roark**  
Office: (760) 337-7500

### PUBLIC ENTITY RISK MANAGEMENT AUTHORITY (PERMA)

Meetings are held quarterly at rotating locations

Primary: **Kariza Preciado (Finance Officer)**  
Alternate: **Haley Dowsey (Personnel Technician)**

36-951 Cook Street, Suite 101  
Palm Desert, California 92211  
General Manager: **Scott Ellerbrock**  
Office: (760) 360-4966  
*SEllerbrock@PERMA.dst.ca.us*

### IMPERIAL COUNTY DISASTER COUNCIL

Meetings are held as needed, at least once a quarter. No set date  
time or place.

Primary: **Alex Silva (Fire Chief)**  
Alternate: **Roy Patterson (Chief of Police)**

1078 Dogwood Road, Suite 104  
Heber CA 92249  
Contact: **Rosa Hernandez**  
Office: (760) 482-2400  
*RosaHernandez@co.Imperial.ca.us*

### SERVICE AUTHORITY FOR FREEWAY EMERGENCIES (SAFE)

Not currently active. Administered by Imperial County  
Administrative Services & Personnel Division

Primary: **Jim Predmore (Council Member)**  
Alternate: **Mike Goodsell (Council Member)**

(ICTC Designee)

155 S. 11th Street  
El Centro, California 92243  
Contact: **Ed Delgado**  
Office: (442) 265-1818

### LOCAL TRANSIT AUTHORITY (LTA)

Meetings are held as needed, at least once a quarter. No  
set date, time or place.

Primary: **Jim Predmore (Council Member)**  
Alternate: **Mike Goodsell (Council Member)**

(ICTC Designee)

1405 N Imperial Avenue, Ste 1  
El Centro, California 92243  
Contact: **Mark Baza**  
Office: (760) 592-4494  
*MarkBaza@ImperialCTC.org*

### AIRPORT ADVISORY COMMITTEE

No regularly scheduled meetings.

Primary: **Richard Layton (Council Member)**  
Alternate: **Ginger Ward (Council Member)**

1405 N Imperial Avenue, Ste 1  
El Centro, California 92243  
Contact: **Sandy Carver-Gutierrez**  
Office: (760) 482-4236

# 2020 CITY OF HOLTVILLE

Updated: 01/11/19

## County and Regional Appointment List

### AIR POLLUTION ADVISORY COMMITTEE

No regularly scheduled meetings.

**Primary:** Richard Layton (Council Member)  
**Alternate:** Ginger Ward (Council Member)

150 S 9th Street  
El Centro, California 92243

Contact: **Matt Dessert**  
Office: (760) 482-4606  
MattDessert@co.Imperial.ca.us

### AIRPORT LAND USE COMMISSION

No regularly scheduled meetings.

**Primary:** Mike Goodsell (Council Member)  
**Alternate:** Ralph Strahm (Tentative)

801 Main Street  
Brawley, California 92227

Contact: **Sandy Carver-Gutierrez**  
Office: (760) 482-4236

### CAMPESINOS UNIDOS

No regularly scheduled meetings.

**Primary:** Manuel Rodriguez (Appointed through April, 2016)  
**Alternate:** Mike Goodsell (Council Member)

1005 C Street  
Brawley, California 92227

Executive Director: **Jose M. Lopez**  
Office: (760) 344-6300

### I.V. REGIONAL PUBLIC SAFETY TRAINING AUTHORITY

No regularly scheduled meetings.

**Primary:** Alex Silva (Fire Chief)  
**Alternate:** Roy Patterson (Chief of Police)

424 S Imperial Avenue  
Imperial, California 92251

**Isabel Alvarez/Mark Gran**  
Office: (760) 355-4327

### IMPERIAL VALLEY TELECOMMUNICATIONS AUTHORITY (IVTA)

No regularly scheduled meetings.

**Primary:** Alex Silva (Fire Chief)  
**Alternate:** Nick Wells (City Manager)

1398 Sperber Road  
El Centro, California 92243

Contact: **Luis Wong**  
Office: (760) 312-6128  
Luis.Wong@ICOE.org

### CENTINELA STATE PRISON ADVISORY COMMITTEE

Meetings are held at the prison on the 2nd Tuesday of each month at 9:

**Primary:** Laura Goodsell

PO Box 731  
Imperial, California 92251

Contact: **Ken Phillips**

### SOUTHERN CA ASSOCIATION OF GOVERNMENT (SCAG)

Main Office: 818 West 7th Street, 12th Floor - Los Angeles, CA 90017 - (213) 236-1800

**Primary:** Ginger Ward (Mayor)  
**Alternate:** Jim Predmore (Mayor Pro-Tem)

1405 N Imperial Avenue, Ste 1  
El Centro, California 92243

Reg Affairs Officer: **David C. Salgado**  
Office: (760) 353-7800  
Salgado@SCAG.ca.gov

# 2020 CITY OF HOLTVILLE

Updated: 01/11/19

## County and Regional Appointment List

### AREA AGENCY ON AGING (Appointed by League of CA Cities)

Primary: **Ginger Ward (Council Member)**  
District 5 Alternate: **Jim Predmore (Council Member)**

778 W State Street  
El Centro, California 92243  
Contact: *Rosie Blankenship*  
Office: (442) 265-7033

### IMPERIAL COUNTY FILM COMMISSION

Primary: **Ginger Ward (Council Member)**

1095 S 4th Street  
El Centro, California 92243  
Contact: *Charla Teeters*  
Office: (760) 337-4155

### IMPERIAL CO 2020 CENSUS COMPLETE COUNT COMMITTEE

Main Office: 818 West 7th Street, 12th Floor - Los Angeles, CA 90017 - (213) 236-1800

Primary: **Kariza Preciado (Finance Officer)**  
Alternate: **Ginger Ward (Mayor)**

IC Dept of Social Services  
2895 S Fourth Street  
El Centro, California 92243  
Contact: *Arturo Hernandez*  
Office: (760) 832-4533  
*Arturo.J.Hernandez@2020Census.gov*

### Informational Only:

### LOCAL AREA FORMATION COMMISSION (LAFCO)

Representative rotates between cities  
[www.iclafco.com](http://www.iclafco.com)

1122 State Street, Suite D  
El Centro, California 92243  
Contact: *Jurg Heuberger*  
Office: (760) 353-4115

## Advisory Committee Appointments

### PUBLIC WORKS COMMITTEE

Areas of Advisement: Water & Sewer, Construction, Streets & Sidewalks, Parks & Sports Fields (Maint & Construction)

Primary: **Ginger Ward (Mayor)**  
Alternate: **Jim Predmore (Mayor Pro-Tem)**

### PERSONNEL & PUBLIC RELATIONS

Areas of Advisement: Administration & Personnel, Public Relations, Parks & Recreation (Events), Public Policy, Community Volunteers (not related to fire and police), City Licenses & Community Beautification

<b>Ginger Ward (Mayor)</b>	<b>Nick Wells (City Manager)</b>
<b>Michael Pacheco (Council Member)</b>	<b>Denise Garcia ()</b>
	<b>(City Clerk)</b>

# 2020 CITY OF HOLTVILLE

Updated: 01/11/19

## Advisory Committee Appointments

### VEHICLE ABATEMENT

Primary: Alex Silva (Fire Chief)  
Alternate: Roy Patterson (Chief of Police)

### SAFETY OFFICER

Re: City Code 2.30.030

Alex Silva (Fire Chief)

### VEHICLE SAFETY OFFICER

Re: City Code 2.30.040

Roy Patterson (Chief of Police)

### EMPLOYEE & PUBLIC SAFETY COMMITTEE

Re: City Code 2.30, Fire

Areas of Advisement: Illness & Injury Protection, Prevention, Health & Sanitation, Animal Control

Ginger Ward (Council Member)                      Alex Silva (Fire Chief)  
Nick Wells (City Manager)

### FINANCE COMMITTEE

Areas of Advisement: Revenue & Expenditures, Bonds, Purchasing, Accounting, Budget Control

Ginger Ward (Mayor)                                      George Morris (City Treasurer)  
Richard Layton (Council Member)                      Nick Wells (City Manager)

### PERSONNEL OFFICER

Re: City Code 2.28.030

Nick Wells (City Manager)

### PERSONNEL BOARD

Re: City Code 2.28.040

Matt Hester                                      Patricia Salcido  
Betty Predmore

### PLANNING COMMISSION

Re: City Code 2.08.010

Ross Daniels                                      (Term expires 4/15/2022 )  
Bob Fischer                                      (Term expires 4/15/2022 )  
Charlie Garcia                                      (Term expires 4/15/2020 )  
John Britscghi                                      (Term expires 4/15/2020 )  
Georgina Camacho                                      (Term expires 4/15/2020 )

# 2020 CITY OF HOLTVILLE

Updated: 01/11/19

## Advisory Committee Appointments

### PROJECT REVIEW COMMITTEE

Richard Layton (Council Member)  
Jim Predmore (Council Member)  
Nick Wells (City Manager)  
George Galvan (City Planner)

Alex Silva (Fire Chief)  
Roy Patterson (Chief of Police)  
John Britschgi (Planning Commissioner)  
Ross Daniels (Planning Commissioner)

### BECC LOCAL STEERING COMMITTEE

Ginger Ward (Council Member)  
Nick Wells (City Manager)  
George Galvan (City Planner)

*To be appointed*

~~Mike Pacheco (Planning Commissioner)~~  
Alex Chavez (Public Works)

### TECHNICAL ADVISORY COMMITTEE

Nick Wells (City Manager)  
Jack Holt (City Engineer)  
George Galvan (City Planner)

### CHAMBER OF COMMERCE

Primary: Ginger Ward (Council Member)  
Alternate: Nick Wells (City Manager)

# City of Holtville

## REPORT TO COUNCIL

**DATE ISSUED:** January 10, 2020  
**FROM:** Nick Wells, City Manager  
**SUBJECT:** City Manager Update

Meeting Date	<u>01/13/20</u>
Item Number	<u>5 a</u>
City Manager	<u></u>
Finance	_____
City Attorney	_____

### INFORMATION ONLY – NO ACTION REQUIRED AT THIS TIME

#### WATER ENTERPRISE

**Water Treatment Plant Rehab** – Upgrades to our Water Treatment Plant are necessary to deal with past TTHM issues in our finished water supply. Additionally, it has long been recognized that replacing the aged system controls is necessary. Finally, corrosion has developed inside the 2.4 million gallon water storage tank that was completed in 2010.

After about 3 years in the process of receiving financing through the Clean Water State Revolving Fund (SRF), we finally received word that the funding had been fully approved in July, 2019. The fully executed agreement was received in late September. Juny at THG revised the timeline with an anticipated completion date of December, 2020. The Holt Group was selected to work along with Delta Systems to oversee the bidding process.

Staff and THG met with a representative of the State Water Board for a pre-construction meeting in late October to iron out project start requirements and reimbursement request procedures. A development in late November put construction bidding on hold when *SRF requested that we convert the Design/Build project into 2 separate design and construction phases*. THG is currently working on a proposal to complete the design work prior to bidding. This would put off construction, but hopefully not impact the overall timeline too significantly.

**Rate Study** – The profitability of the Water Enterprise has been problematic in recent years. Coupled with the issues listed above and the debt covenant to budget a net revenue of 120% of the annual debt service, a rate adjustment has been explored. Although California Rural Water completed some preliminary analysis in a no-cost Water Rate Study for the purposes of the SRF grant application, it is now necessary that another rate study be completed, as the last one is well over a year old and was somewhat poor in its analysis.

#### PUBLIC WORKS

##### TRANSPORTATION PROJECTS

**Citywide Street Resurfacing Project** – Since the completion of Phase I of the project, we have noticed significant areas wherein the material has picked up from the surface. The contractor was notified and our discussions with them to rectify the problem are ongoing.

##### PARKS

**Mac Park** - City staff has worked with Holtville Little League to construct a second baseball diamond to the east of the current field. The field itself is now complete. State Parks funding opportunities recently became available and action in was taken in July to apply for a grant. We await word on the results.

**Holtville Wetlands Project** – A grant agreement document for approximately \$3 million to fund this project was received by the City from BoR late in 2016. Additionally, the City received notification that a \$20,000 grant was awarded by the County for signage and amenities. The Holt Group was selected to perform Grant Administration tasks and George Cairo Engineering for design services.

The design team has been significantly behind schedule. GCE finally produced a Record of Survey that was filed with the County in 2018. The County processed the first plan check and returned the submission to GCE with comments to be addressed. Cairo responded to the comments and resubmitted, however we have been unable to get a more recent update from Mr. Cairo. THG and staff will continue to apply pressure.

**Mellinger Alamo River Trail** – A trails funding source was recently brought to our attention. A grant application has been submitted to help refit the old railroad trestle while affecting repairs from the damage done in the Black Dog fire.

**Stormwater Conveyance** – *A large portion of the City’s stormwater makes its way to the drainage ditch along the east side of Melon Avenue, which then drains into the Alamo River via a pipeline, open ditch and culvert. Most of that conveyance is through private property. It has long been recognized that the runoff creates a nuisance for one of the property owners and he has requested that we do something to alleviate the problem in the past. As the property is a produce storage facility, a recent mandatory food safety inspection revealed that the open ditch would require undergrounding. Staff and the City Engineer are currently working on solutions to the issue.*

## ADMINISTRATION

**BUILDING PERMITS** - The City issued 87 building permits in 2019 and 2 thus far in 2020. A list of permits pulled by month is available on the City’s website at <http://holtville.ca.gov/section.php?id=73>.

As you are aware, the Building Inspector has taken a position with another city. He volunteered to continue to conduct his duties on nights and weekends. Although we are looking at other options, this seems to be a workable solution in the short run, which we will work through and evaluate. We have continued to utilize Mr. Ortiz in this manner, however, with the naturally shortening days and the time change, weekday inspections after 5 pm have become next to impossible. I have spoken with him and, as previously reported, the time commitment is also somewhat problematic, so we are exploring other options.

**Holtville Luxury Apartments (± 150)** – A project has been in the works for some time at the corner of Ninth and Melon, just outside the City limits. After many months of confusion regarding the process, the project’s ownership group, led by John Hawk, engaged Development Design & Engineering in 2016 to assist in shepherding the project along.

Multiple meetings and conference calls were held over the 2016-17 with Mr. Hawk and DD&E to update status and discuss timelines. DD&E forwarded most of the required initial environmental documents in early in 2108 and the Environmental Review Committee met to review and comment on the project. A more extensive environmental study is still needed for CEQA compliance and the proponent engaged a consultant to work on environmental clearances. The consultant has submitted several documents. THG has been in ongoing discussions regarding their subsequent submissions in recent months.

Staff has continuously stressed the need to address the handling of stormwater as this property is developed. A meeting held with THG and the project proponents in February, 2019, finally netted a viable plan for the stormwater handling.

**AMG Mixed Use Development/Fern Crossing Apartments (± 44)** – A project for a combination of apartments and retail on the block bound by Holt Avenue, Fern Avenue and Fourth Street was proposed by Pacific West Development. Preliminary conceptual maps and elevation renderings were presented to Planning Commission in April, 2018, with acceptance by the Commission and subsequently by this Council. Civil engineering plans were submitted the week of July 1, and Mr. Ortiz completed the plan review in August. The Holt Group reviewed the plans from a civil engineering perspective and made extensive additional comments. There has been a flurry of activity over the past few weeks as the developer races to meet a December 31 deadline for a funding source. ***Building permits were issued prior to Christmas.***

**Torres Mixed Use Development** – The owner of Cuchi’s Raspados has proposed a mixed use development for property on the town square on Holt just south of Sixth Street. It will consist of a storefront, along with two apartments intended for her family’s use. The concept passed through Planning Commission last week with more review to come as plans are developed. Building permits were pulled last month, so construction should begin soon. Preliminary site work began in October. ***An issue developed regarding the setback requirement with respect to the existing neighboring building. They have made a request for a variance and are working on making the building footprint marginally smaller to allow for an alley between the apartments next door.***

**Dollar General** – A portion of the Willowbend Mobile Home Park at Fifth and Palm was proposed for sale for the purpose of constructing of a Dollar General store. Discussions with the new prospective builder (NNN Development), Dollar General, the property owner and the City to get the project moving are ongoing. We await the finalization of a deal between the property owner and NNN. NNN submitted their completed packet to Dollar General and was given the green light to proceed in July. A meeting was held on the site with the proponents in early August to clarify a few open items of discussion. The City received plans in late September and the first round of comments were forwarded to the developer. They have been working on a parallel track on encroachment issues with Caltrans. ***THG received a revised plan submittal and will has returned with a few more comments.***

**AMG Third Street Senior Apartments (± 33)** – ***A second apartment project by AMG has been proposed in the area of Third and Grape. More details will be forthcoming in the near future.***

**Census 2020** – Staff has been in discussion with community members to establish an outreach committee to assist in getting out Holtvillites to participate in the US Census next Spring. It is hoped that the City’s residents see the importance of being fully counted! It is expected that a kiosk will be available at City Hall for residents to utilize in responding to the Census throughout April, 2020, and additional items have been proposed to further increase participation. We have received many kudos for the work being done by Mayor Ward, Kariza and Haley along with their committee to get Holtville fully counted!

**2018-19 Audit** – Auditors were onsite in early December to examine the 2018-19 books. Submissions will be ongoing, but in an exciting development, the City is not subject to a “Single Audit” this year, as we were under the threshold of Federal Funds received. We may squeak out another year of this luck in 2019-20, but with a couple of streets projects (Cedar/Orchard, Cedar Sidewalk...) and the Wetlands hopefully going to construction, we will be back to that process by 2020-21.

## **OTHER**

**Employee Trivia** – *Josh Osuna has a birthday this month. He may finally be old enough to drink! Kariza Preciado has now been here 2 years and Alex Chavez 9!*

**MEETINGS & EVENTS RECENTLY ATTENDED:**

- 12/09/19 Management Meeting *City Hall*
- 12/10/19 APCD Pilot Project Discussion *CoH Public Works Yard*
- 12/11/19 ICTC Management Committee & CCMA Meetings *City of Imperial*
- 12/12/19 Holtville CofC Board Meeting *Vessey Board Room*
- 12/12/19 IVECA Board Meeting *EC ED Offices*
- 12/18/19 CoH Christmas Luncheon *HFD Fire Station*
- 12/19/19 Christmas in the Park *Holt Park*
- 12/20/19 Guardian Angel Presentation *HFD Fire Station*
- 12/25/19 Christmas Observed *(City Hall Closed)*
- 01/06/20 Meeting on Various CoH Projects *The Holt Group Offices*
- 01/06/20 Holtville Planning Commission Special Meeting *City Hall*
- 01/07/20 Board of Supervisors Meeting *County Admin Bldg*
- 01/08/20 Meeting w/ Bornts *re: CLoC Dinner* *Bornt Home - Holtville*
- 01/08/20 ICTC Management Committee & CCMA Meetings *City of Westmorland*
- 01/09/20 League of Cities Dinner *Bornt Home - Holtville*

**UPCOMING EVENTS:**

- 01/13/20 Management Meeting *City Hall*
- 01/13/20 Conference on Various Legal Matters *Offices of Walker & Driskill*
- 01/14/20 NW Vacation Day *(Out of Office)*
- 01/15/20 NW Vacation Day *(Out of Office)*
- 01/20/20 Holtville Planning Commission Meeting *City Hall*
- 01/20/20 MLK Day Observed *(City Hall Closed)*
- 01/23/20 IVECA Board Meeting *EC ED Offices*
- 01/27/20 Holtville City Council Meeting *City Hall*
- 01/31/20 Carrot Festival Ryalty Coronation Banquet *IV Swiss Club*
- 02/04 - 02/08/19 Holtville Carrot Festival Activities *City of Holtville*
- 02/06/20 State of the County Address *Imperial County Courthouse*
- 02/08/20 Carrot Festival Parade *Fifth Street*
- 02/12/20 ICTC Management Committee & CCMA Meetings *County of Imperial*
- 02/12/20 Holtville CofC Board Meeting *Vessey Board Room*
- 02/24/20 Caltrans 1-on-1 *re: Upcoming Projects* *ICTC Offices*
- 03/26/20 Holtville Farmers Market & Street Fair *Holt Park*

If you have any questions about any of the information presented, please feel free to contact me directly.

Respectfully submitted,



Nicholas D. Wells  
(760) 356-4574

**City of Holtville**  
**REPORT TO CITY COUNCIL**

MEETING DATE:	<u>01/13/20</u>
ITEM NUMBER	<u>5 b</u>
Approvals	CITY MANAGER 
	FINANCE MANAGER _____
	CITY ATTORNEY _____

**DATE ISSUED:** January 9, 2020  
**FROM:** Kariza Preciado, Finance Supervisor  
**SUBJECT:** Finance Department Update

**INFORMATION ONLY – NO ACTION REQUIRED AT THIS TIME**

**General Fund**

As of December 31, 2019 the General Fund has a \$460,908 revenue deficit. This is partially attributed to Overtime and Special Pay for Fire as our Holtville Fire Department aided in the Kinkaid fires at the end of October. More than 50% of projected revenues from property taxes, licenses, permits, and current services have been received. The City should see its revenues from other agencies begin to trickle in at the beginning of the year.

**Water Fund**

The water fund is seeing a revenue surplus of \$9,894. This is due to normal business activity.

**Sewer Fund**

As of December 31, 2019, Sewer has a revenue surplus of \$359,405 largely from the truck disposal service revenue which was reopened in November after being closed for a few weeks due to testing at the waste water plant.

**Trash**

Trash has a revenue deficit of \$18,699 from regular business activity. The total expenditures for the month of December 2019 were \$15,723 to \$24,791 in revenues.

**Temp Services**

PeopleReady, our temp agency, informed us December 6, 2019 that due to the new California minimum wage increase scheduled to take effect January 1, 2020 from \$12 per hour to \$13 per hour (a 10% increase) will obligate PeopleReady to increase their service fees accordingly.

Respectfully submitted,



Kariza Preciado

City of Holtville

Report to Council

MEETING DATE: 01/13/20

ITEM NUMBER

5 c

Approvals

CITY MANAGER

FINANCE MANAGER

CITY ATTORNEY

Date Issued: January 13<sup>th</sup>, 2020

From: Sergeant Roy Patterson, Chief of Police

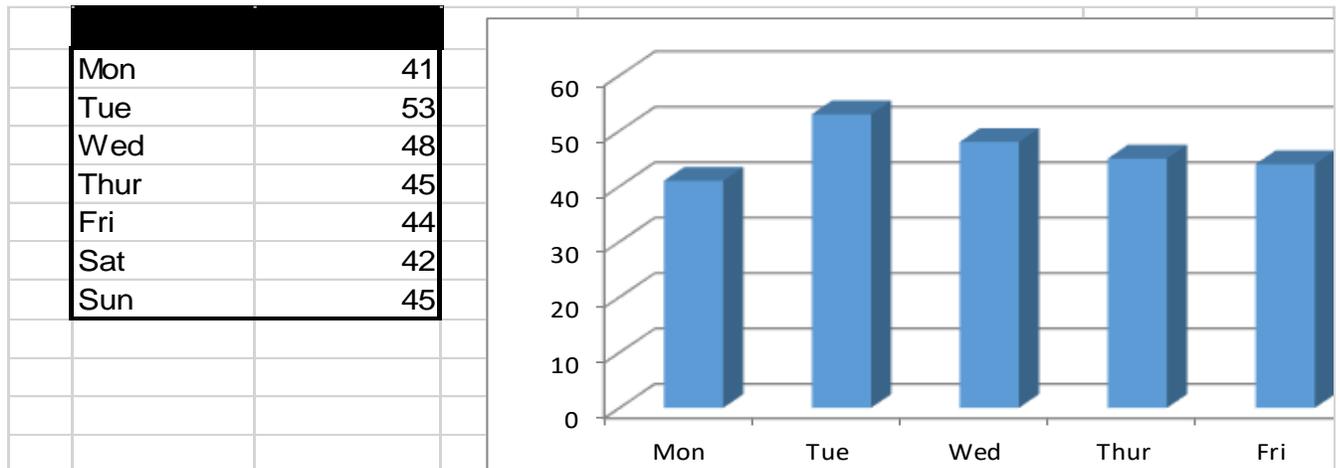
Subject: Holtville Sheriff's Monthly Report – December 2019

**THIS IS INFORMATION PROVIDED TO THE CITY COUNCIL. NO ACTION IS REQUIRED OF THE CITY COUNCIL.**

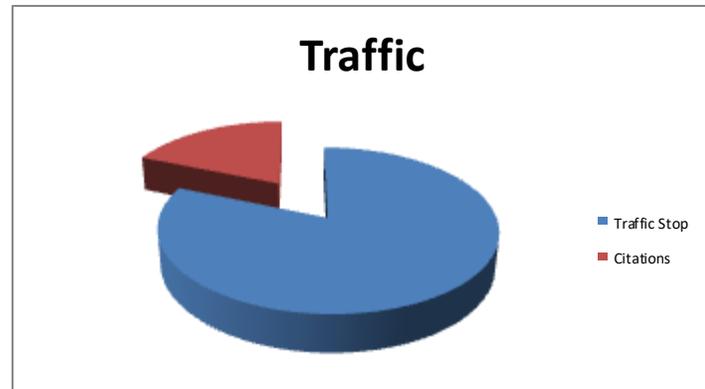
The following is a summary of statistics for the Holtville Sheriff's Deputies for the month of **December 2019**.

**Calls For Service:**

- **318** total incident reports, which were entered into Spillman Computer Database by the Imperial County Sheriff's Dispatch Center. These calls consisted of requests for Sheriff's services.
- The highest volume of calls for service occurred on **Tuesday's** with **53** total calls for service. The lowest volume of calls for service occurred on Monday's. The highest volume of calls occurred from **9:00 pm to 10:00 pm**.
- 



<i>Traffic</i>	<i>Total</i>
Traffic Stops	66
Citations Issued	14
Traffic Collisions	07
DUI's	02



<i>Crimes</i>	<i>Total</i>
Burglary/Theft	05
Domestic Violence/Battery	02
Vandalism	02
Disturbing the Peace	21
Narcotic Related	02
Sexual Assault	01

<i>Arrests</i>	<i>Total</i>
Warrants	02
Criminal	05
Total	07

<i>Miscellaneous</i>	<i>Total</i>
Animal Problem	06
Alarm Calls	09
Deputy Request	05
Suspicious Person/Circ.	12

The following is a brief summary of incidents and events that the Holtville Police Department has been involved in during the month of **December 2019**.

1912H-001 Female arrested for battery on a cohabitant.

1912H-004 TC on Maple and 5th. Negative injuries. Parties were provided with exchange of information.

1912H-005 Female detained for a mental evaluation and taken to County Mental Health.

1912H-012 Animal problem. RP stated neighbors Huskies attacked their 4-H goat and caused multiple abrasions to the rear legs. Report taken for civil purposes.

1912H-015 Subject arrested for a local warrant.

1912H-026 TC on Olive Ave. TC between two semi-trucks, minor damage, no injuries. Report was requested for insurance purposes.

1912H-047 Subject arrested for a misdemeanor warrant.

1912H-060 High school student detained for a mental evaluation and transported to County Mental Health.

1912H-071 Report taken for past occurred hit and run.

1912H-061 Subject cited and released for trespassing on Brentwood Ave.

1912H-087 Vandalism at the Spanish Palms. RP reported that when her vehicle was parked and someone had broken her driver's side mirror.

1912H-096 TC at Holtville Car Wash. RP advised that a semi was too high and did not fit in the wash bays and damaged one of the panels and a surveillance camera.

1912H-100 Traffic Stop on the area of Evan Hewes Hwy / Metts Rd. Driver cited for false registration tabs and the vehicle was towed.

1912H-111 Traffic Stop on Hwy 115, N of Evan Hewes Hwy. Driver cited for false tabs and the vehicle was towed.

1912H-123 Past occurred rape reported and forwarded to Investigations.

1912H-124 Subject detained for a mental evaluation and taken to County Mental Health.

1912H-125 Run away from the Blossom Valley Inn. Subject was located and taken back.

1912H-145 Traffic Stop at the Donut Shop parking lot and the driver was cited for driving on a suspended license.

1912H-163 TC at Orchard View Apartments. Negative injuries and negative major damage. Parties exchanged information.

1912H-173 TC on 5th Street, east of Walnut Avenue. Report taken due to injuries. One person transported to ECRMC via AMR.

1912H-177 Report taken for criminal threats.

1912H-184 TC on 5th and Walnut. Driver 1 merged into lane #1 and hit another vehicle. Driver 1 was transported and a report was taken.

1912-1557 TC on Meloland and Alamo. Vehicle rolled over and was completely totaled. Driver and passenger were transported to ECRMC. Scene turned over to CHP.

1912H-190 DV on W 6<sup>th</sup> St. Report taken for a past occurred domestic violence.

1912H-197 Deputy Request on Fern Ave. Subject stated he got into a fight with another subject and then provide no further information.

1912H-209 Traffic Stop at the USA gas station. Driver was cited for possession of drug paraphernalia and driving on a suspended license.

1912H-212 Traffic Stop on 5th and Palm. Driver arrested for DUI.

1912H-213 Vehicle Check on Ross and Bowker. Subject arrested for drug paraphernalia and 3 local warrants and another subject was cited for minor possession of narcotics.

1912H-222 Subject arrested off of Brentwood for trespassing.

1912H-223 Past occurred TC/Hit & Run in the area of Olive Ave/5th Street.

1912H-243 Traffic stop on 6th Street and Melon. Driver arrested for DUI.

1912H-246 Theft at Family Dollar. Reporting party left their cell phone at the store and it was stolen.

1912H-252 Traffic Stop on Mets and Evan Hewes Hwy. Driver cited and released for a minor local warrant.

1912H-254 Theft at Family Dollar. Reporting party left their wallet at the store and it was stolen.

1912H-281 Subject was arrested off of Brentwood for trespassing.

**COMMUNITY EVENTS:**

12/05/19- Holtville Christmas Tree Lighting

12/12/19- Explorers Meeting

12/19/19- Explorers Meeting

12/20/19- Guardian Angel Program

Respectfully submitted,

Sergeant Roy Patterson

**City of Holtville**  
**REPORT TO CITY COUNCIL**

MEETING DATE:	<u>01/13/20</u>
ITEM NUMBER	<u>5 d</u>
Approvals	CITY MANAGER <u></u>
	FINANCE MANAGER _____
	CITY ATTORNEY _____

**DATE ISSUED:** January 8, 2020  
**FROM:** Frank Cornejo  
Water/Wastewater Operations Supervisor  
**SUBJECT:** Water / Wastewater Plant Operations & Maintenance Summary

***INFORMATION ONLY FOR CITY COUNCIL – NO ACTION REQUIRED AT THIS TIME***

The purpose of this report is to inform council of all operations and maintenance activities carried out at the City's Water/Wastewater treatment facilities during the period between 12/03/19 and 01/08/20

Also included with this report is a summary of all Pretreatment Program related activities conducted during this period.

**WATER TREATMENT PLANT:**

- Staff completed annual filter inspections of Filter Cells 1 thru 4, and pressure washed interior walls and channels.
- Staff completed replacement of filter vacuum pump solenoid valves and discharge lines.
- Staff took all routine samples, completed all regulatory reports, and maintained operational records as required.

**WASTEWATER TREATMENT PLANT:**

- Alex Estrada (MIS Systems) completed setup and installation of new SCADA server unit and put into service.
- Staff took all routine samples, completed all regulatory reports, and maintained operational records as required.

Respectfully Submitted,



Frank Cornejo, Water/Wastewater Operations Supervisor  
City of Holtville

**City of Holtville**  
**REPORT TO CITY COUNCIL**

MEETING DATE:	<u>01/13/20</u>
ITEM NUMBER	<u>5 e</u>
Approvals	CITY MANAGER 
	FINANCE MANAGER _____
	CITY ATTORNEY _____

**DATE ISSUED:** January 10, 2020  
**FROM:** Alex Chavez, Public Works Foreman  
**SUBJECT:** Bi Monthly Report - Public Works

**THIS IS INFORMATION PROVIDED TO THE CITY COUNCIL. NO ACTION IS REQUIRED OF THE CITY COUNCIL.**

The purpose of this report is to inform Council of Public Works activities since the last council meeting. Public Works has been actively working on or completed the following:

- Cleared sewer plugs at different locations in town.
- Repaired water service line leaks.
- Worked with the Sheriff's Department to clean up graffiti at park and around town.
- Patch potholes in different locations in town.
- Repaired 12-inch water break on 5<sup>th</sup> St. and Palm Ave.
- Caught 7 dogs and 2 cats.
- Installed one 3-inch water meters.
- Took down Christmas lights at Holt park and city yard.
- All backflows have been tested for the city of Holtville for 2019.
- Repaired 12-inch water break in front 450 Olive Ave.

Respectfully Submitted,



Alejandro Chavez  
Public Works Foreman