

AGENDA

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

Tuesday, May 26, 2020

- | | | |
|--|--|--|
| <input type="checkbox"/> James Predmore, Mayor | <input type="checkbox"/> Ginger Ward, Council Member | <input type="checkbox"/> Nick Wells, City Manager |
| <input type="checkbox"/> Mike Goodsell, Mayor Pro Tem | <input type="checkbox"/> George Morris, City Treasurer | <input type="checkbox"/> Jack Holt, City Engineer |
| <input type="checkbox"/> Richard Layton, Council Member | <input type="checkbox"/> Steve Walker, City Attorney | <input type="checkbox"/> George Galvan, City Planner |
| <input type="checkbox"/> Michael Pacheco, Council Member | <input type="checkbox"/> Kariza Sambrano, City Clerk | <input type="checkbox"/> Alex Silva / Roy Patterson |

THIS IS A PUBLIC MEETING

The Holtville City Council values your input if there is an issue on which you wish to be heard, for both items listed on the agenda and for items of general concern. The Mayor reserves the right to place a limit on each person's comments. Any public comments must include the individual's name and address for the record. Personal attacks on individuals and/or comments which are slanderous or which may invade an individual's personal privacy are not permitted.

PLEASE TAKE NOTE that on Tuesday, May 26, 2020, at 5:30 PM, the Holtville City Council will hold its regularly scheduled meeting. Public comments will be accepted for items on both the Closed and Open Session agendas, however, to maintain social distancing, physical presence is strongly discouraged. Alternative methods for public participation have been provided and are encouraged.

Written Comments: KPreciado@Holtville.ca.gov **Deadline to Submit: 4:00 PM, 05/26/20**

Zoom Conference: 826 3096 5808 (Access provided upon request)

Telephone Conference Call: (605) 475-3220 Access Code 649637#

This notice and the Agenda for this meeting are available for public inspection at 121 W Fifth Street in Holtville, California, and on the www.Holtville.ca.gov website.

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.

ADJOURN TO CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL - PENDING LITIGATION:

(Government Code Section 54956.9(a))

Charles Simpson vs. City of Holtville

Von Hermann vs. MTC, City of Holtville

PUBLIC EMPLOYMENT:

(Government Code Section 54957.6)

City Manager Evaluation

RECONVENE OPEN SESSION

PLEDGE of ALLEGIANCE:

INVOCATION:

CITY CLERK RE: Verification of Posting of the Agenda

EXECUTIVE SESSION ANNOUNCEMENTS:

GENERAL PUBLIC COMMENTS:

The public may address the City Council on any item that DOES NOT appear on the agenda for this meeting within the purview of the City Council.

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 May 11, 2020
- b. Current Demands # 41672 thru #

REPORTS of OFFICERS, COMMISSIONS, COMMITTEES and COMMUNIQUES:

2. UNFINISHED BUSINESS: *None*

3. NEW BUSINESS:

- a. **Discussion/Related Action to Adopt RESOLUTION 20-09** Calling for a November 6, 2020, Election to Fill Three Expiring City Council Terms *Kariza Preciado, City Clerk*
- b. **Discussion/Related Action** Regarding a Request by Holtville High School to Issue a Permit for a Professional Fireworks Display at the Senior Graduation to be Held on Thursday, June 4, 2020, at the HHS Football Field *Nick Wells, City Manager*
- c. **Discussion/Related Action** to Approve Request by the Holtville Chamber of Commerce to Obtain the Single Vendor Permit for Sale of “Safe and Sane Fireworks” in Association with 2020 Independence Day Celebrations *Nick Wells, City Manager*

4. INFORMATION ONLY:

- a. **Discussion/Related Action Regarding** the 2020-21 Budget *Kariza Preciado, Finance Supervisor*

5. STAFF REPORTS

- a. **City Manager Report - Nick Wells**
- b. Finance Supervisor - *Kariza Sambrano*
- c. Fire Chief - *Alex Silva*
- d. Water/Wastewater Supervisor - *Frank Cornejo*

6. Items for future meetings

7. ADJOURNMENT:

I, Kariza Preciado, City Clerk of the City of Holtville, California, DO HEREBY CERTIFY that the foregoing agenda was duly posted at Holtville City Hall on Saturday, May 23, 2020

**MINUTES OF THE REGULAR MEETING OF THE
HOLTVILLE CITY COUNCIL
Monday, May 11, 2020**

MEETING DATE: 05/26/20

ITEM NUMBER 1 a

Approvals

CITY MANAGER

FINANCE MANAGER

CITY ATTORNEY



The Regular Meeting of the Holtville City Council was held on Monday, May 11, 2020, at 5:30 p.m. Council Members present were Ginger Ward, Mike Goodsell, Richard Layton, Mike Pacheco and Jim Predmore. Staff members present were Nick Wells, Kariza Sambrano and Fire Chief Alex Silva. City Attorney Steve Walker and Police Chief Roy Patterson were also present. In keeping with standards established in response to the COVID-19 epidemic, social distancing measures were in place.

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 LEGAL COUNSEL - PENDING LITIGATION:

(Government Code Section 54956.9(a))

Charles Simpson vs. City of Holtville

Von Hermann vs. MTC, City of Holtville

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 meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE: Mr. Predmore led the Pledge of Allegiance.

INVOCATION: The Invocation was given by Mr. Goodsell.

CITY CLERK RE: VERIFICATION OF POSTING OF AGENDA:

City Clerk Kariza Preciado verified that the agenda was duly posted on Friday, May 8, 2020.

EXECUTIVE SESSION ANNOUNCEMENTS: There were none.

PUBLIC COMMENTS:

The Public was given various opportunities for comment including email to the City Clerk, a conference line and video participation platform for the meeting. Mr. Juan Ramirez of the US Census Bureau called in to the telephone conference line to thank Holtville residents for participating in the 2020 Census efforts. He stated that Holtville has the highest percentage of self-responders in the Imperial Valley and he wants to continue to encourage Holtville residents to fill out their census questionnaire by mail, phone or online. He also stated that there will be webinars in the near future to help residents self-respond.

1. CITY COUNCIL CONSENT AGENDA:

- a. **Approval of the Minutes from the Regular Meeting of April 27, 2020.**
- b. **Current Demands # 41623 thru # 41671**

A motion was made by Ms. Ward and seconded by Mr. Goodsell to approve the Consent Agenda as presented. The motion passed by roll call vote.

AYES: Layton, Goodsell, Pacheco, Predmore, Ward

NOES: None

ABSENT: None

ABSTAIN: None

REPORTS OF OFFICERS, COMMISSIONS, COMMITTEES, AND COMMUNIQUE:

Ms. Sambrano reported that she is working with all supervisors on the 2020-21 Budget. Staff will be bringing a draft budget next meeting. Staff will be meeting with Casselle regarding transition to the new accounting software next week.

Mr. Pacheco had nothing to report.

Mr. Goodsell reported that he attended the Imperial County's COVID-19 meeting and press conference and this past Friday in Mayor Predmore's stead. He knows that we need to play nice for now but also sees there is a lot of anxiety in people needing to go back to work. He also attended IVEDC meeting last week.

Mr. Layton attended the Holtville Planning Commission meeting last week and thanked St. Paul's Church for their thoughtful handwritten card.

Ms. Ward stated she attends the weekly AAA teleconference meeting and stated more seniors are in need of meals because of COVID-19. She wanted to thank Brownies in Brawley and Rosa's in Calexico for helping feed the seniors in their communities.

Mr. Predmore stated he attended SCAG via Zoom. The Connect SoCal Transportation Plan was passed in order to comply with federal requirements, but the RHNA portion was tabled for further discussion. During the meeting it was stated that apartment rentals are through the roof and many big companies like Neiman Marcus and Gold's Gym have filed for bankruptcy due to the COVID-19 pandemic.

Mr. Walker had nothing to report.

Mr. Patterson reported on a few incidents that have been occurring throughout the city.

Mr. Wells had nothing to report.

2. UNFINISHED BUSINESS *None*

3. NEW BUSINESS:

- a. Discussion/Related Action to Adopt RESOLUTION 20-08** Repealing Resolution 16-09, and Adopting a New Cost Recovery Fee Schedule *Nick Wells, City Manager*

A motion was made by Mr. Goodsell and seconded by Ms. Ward to Adopt Resolution 20-08 as presented. The motion carried in the form of a roll call vote.

AYES: Layton, Goodsell, Pacheco, Predmore, Ward
NOES: None
ABSENT: None
ABSTAIN: None

4. INFORMATION ONLY:

a. Discussion/Related Action Regarding the 2020-21 Budget

Kariza Sambrano, Finance Supervisor

Discussion was tabled pending information to be brought back at the next meeting.

b. Imperial County Roadmap to Recovery

Nick Wells, City Manager

Mr. Wells gave an overview of the Imperial County's plan to reopen. He stated he had been on daily conference calls with other city managers and County officials. They have been working together to create a plan which suits our specific circumstances. He stated that although everyone is eager to open up and return to normalcy, we will need to follow the County guidelines to do so.

5. STAFF REPORTS:

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

6. Items for Future Meetings: None

7. ADJOURNMENT:

There being no further business to come before the Council, Mayor Predmore adjourned the meeting at 6:43 p.m.

Jim Predmore, Mayor

Kariza Sambrano, City Clerk

CITY OF HOLTVILLE
Monthly Check Register

MEETING DATE:	05/26/20
ITEM NUMBER	1 b
Approvals	CITY MANAGER 
	FINANCE MANAGER
	CITY ATTORNEY

Date : 5/22/2020 11:11:28 AM
 User Name : Lee Ann

Calendar Month/Year : <ALL> <ALL>

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Check Number : 41672 Check Date : 5/18/2020							
Vendor : 8924 8x8, INC.							
10	94099	5/11/2020	2650659	PHONES SYSTEM	ADMIN	175.36	
11	94099	5/11/2020	2650659	PHONES SYSTEM		43.84	
12	94099	5/11/2020	2650659	PHONES SYSTEM		43.87	
Invoice Amount : 263.07		Discount Amount : 0.00		Check Amount :		263.07	
Check Number : 41673 Check Date : 5/18/2020							
Vendor : 8041 AFLAC							
10	94113	5/13/2020	776566	INSURANCE PREMIUM	ADMIN	104.26	
Invoice Amount : 104.26		Discount Amount : 0.00		Check Amount :		104.26	
Check Number : 41674 Check Date : 5/18/2020							
Vendor : 7928 AGGREGATE PRODUCTS, INC.							
10	94094	5/11/2020	48297	COLD MIX	PW	1,315.66	
Invoice Amount : 1,315.66		Discount Amount : 0.00		Check Amount :		1,315.66	
Check Number : 41675 Check Date : 5/18/2020							
Vendor : 1728 AQUA METRIC SALES COMPANY							
11	94079	5/11/2020	77635	AUTOGUN WALL CHARGER	PW	101.88	
11	94080	5/11/2020	77606	WALL CHARGER FOR 5500		180.00	
11	94130	5/13/2020	0077697	3" METER		1,897.20	
Invoice Amount : 2,179.08		Discount Amount : 0.00		Check Amount :		2,179.08	
Check Number : 41676 Check Date : 5/18/2020							
Vendor : 1796 ARAMARK SERVICES, INC.							
10	94177	5/18/2020	APRIL 2020	UNIFORMS	PW	289.97	
11	94177	5/18/2020	APRIL 2020	UNIFORMS	PW	628.48	
12	94177	5/18/2020	APRIL 2020	UNIFORMS	PW	571.26	
Invoice Amount : 1,489.71		Discount Amount : 0.00		Check Amount :		1,489.71	
Check Number : 41677 Check Date : 5/18/2020							
Vendor : 7800 AUTO ZONE COMMERCIAL							
10	94083	5/11/2020	5648058082	SPARK PLUG; MOTOR OIL	FD	9.91	
10	94172	5/15/2020	5648063165	MINI BULBS; SHOP TOWELS; VEHICL		31.98	
Invoice Amount : 41.89		Discount Amount : 0.00		Check Amount :		41.89	
Check Number : 41678 Check Date : 5/18/2020							
Vendor : 1237 BABCOCK & SONS, INC.							
12	94183	5/18/2020	CEO1112-2279	LAB ANALYSIS	PW	198.00	
Invoice Amount : 198.00		Discount Amount : 0.00		Check Amount :		198.00	
Check Number : 41679 Check Date : 5/18/2020							
Vendor : 4617 BAJA DESERT TIRE							
12	94072	5/11/2020	55686	TIRES FOR BACK HOE	PW	614.26	
Invoice Amount : 614.26		Discount Amount : 0.00		Check Amount :		614.26	
Check Number : 41680 Check Date : 5/18/2020							
Vendor : 7688 CINTAS FIRST AID & SAFETY							
10	94129	5/13/2020	5016944472	SERVICE/SUPPLIES FOR FIRST AID B	PW	249.17	
Invoice Amount : 249.17		Discount Amount : 0.00		Check Amount :		249.17	
Check Number : 41681 Check Date : 5/18/2020							
Vendor : 8796 CORE & MAIN LP							
11	94095	5/11/2020	M293704	METER BOX COVERS	PW	133.31	
Invoice Amount : 133.31		Discount Amount : 0.00		Check Amount :		133.31	
Check Number : 41682 Check Date : 5/18/2020							
Vendor : 2320 COUNTY MOTOR PARTS							
12	94077	5/11/2020	264237	LATCH LIFT	VACTOR	PW	176.61
10	94084	5/11/2020	264379	TRUCKBED COATING FOR STAIRS		94.81	

CITY OF HOLTVILLE

Monthly Check Register

Date : 5/22/2020 11:11:28 AM

User Name : Lee Ann

Calendar Month/Year : <ALL> <ALL>

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10	94125	5/13/2020	264517	BLK DMD	PW 4	45.14
Invoice Amount : 316.56		Discount Amount : 0.00		Check Amount :		316.56
Check Number : 41683		Check Date : 5/18/2020				
Vendor : 1907 COUNTY OF SAN DIEGO, RCS						
10	94166	5/15/2020	20HOLTFDN10	800 MHZ RADIOS	FD	712.50
11	94166	5/15/2020	20HOLTFDN10	800 MHZ RADIOS		71.25
12	94166	5/15/2020	20HOLTFDN10	800 MHZ RADIOS	PW	71.25
Invoice Amount : 855.00		Discount Amount : 0.00		Check Amount :		855.00
Check Number : 41684		Check Date : 5/18/2020				
Vendor : 1540 DRAGON'S EXTERMINATOR						
10	94078	5/11/2020	181569	PEST CONTROL SERVICE FOR CITY B	PW	220.00
Invoice Amount : 220.00		Discount Amount : 0.00		Check Amount :		220.00
Check Number : 41685		Check Date : 5/18/2020				
Vendor : 8967 EFR ENVIRONMENTAL SERVICES, INC.						
10	94171	5/15/2020	61643-20	DISINFECTANT SOLUTION DRUM SET UP	FD	420.00
Invoice Amount : 420.00		Discount Amount : 0.00		Check Amount :		420.00
Check Number : 41686		Check Date : 5/18/2020				
Vendor : 1010 ELMS EQUIPMENT RENTALS						
10	94071	5/11/2020	2131416-0001	OIL, MIX TWO CYCLE UP ULTRA	PW	35.69
10	94073	5/11/2020	2131415-0001	LEAF BLOWER		228.96
Invoice Amount : 264.65		Discount Amount : 0.00		Check Amount :		264.65
Check Number : 41687		Check Date : 5/18/2020				
Vendor : 4572 EMPIRE SOUTHWEST						
12	94180	5/18/2020	0484638	SERVICE GENERATOR AT WWTP	PW	992.23
10	94181	5/18/2020	0484661	SERVICE GENERATOR AT CITY HALL		422.85
11	94182	5/18/2020	0484652	SERVICE GENERATOR AT WTP		1,004.64
Invoice Amount : 2,419.72		Discount Amount : 0.00		Check Amount :		2,419.72
Check Number : 41688		Check Date : 5/18/2020				
Vendor : 8919 ERICSSON-GRANT, INC.						
10	94104	5/11/2020	58006	ADMIN FINAL MND;PUBLIC HEARING;	PLANNING	3,510.00
10	94105	5/11/2020	58007	PUBLIC HEARING; CEQA NOTICES		3,250.00
Invoice Amount : 6,760.00		Discount Amount : 0.00		Check Amount :		6,760.00
Check Number : 41689		Check Date : 5/18/2020				
Vendor : 1124 FEDERAL EXPRESS						
10	94103	5/11/2020	699997880	FED EX BUILDING PLANS TO SPEED	PLANNING	16.37
Invoice Amount : 16.37		Discount Amount : 0.00		Check Amount :		16.37
Check Number : 41690		Check Date : 5/18/2020				
Vendor : 8699 GOLDEN WEST INDUSTRIAL SUPPLY						
10	94148	5/15/2020	2103367	SANITIZER HAND GEL; SAFETY GLASSES	FD	258.63
Invoice Amount : 258.63		Discount Amount : 0.00		Check Amount :		258.63
Check Number : 41691		Check Date : 5/18/2020				
Vendor : 8852 GRANITE DATA SOLUTIONS						
11	94085	5/11/2020	61161-1	ADOBE ACROBAT PRO	PW	89.81
12	94085	5/11/2020	61161-1	ADOBE ACROBAT PRO		89.82
Invoice Amount : 179.63		Discount Amount : 0.00		Check Amount :		179.63
Check Number : 41692		Check Date : 5/18/2020				
Vendor : 1019 HOLTVILLE TRIBUNE						
10	94100	5/11/2020	100530	LAS PALMITAS RESTAURANT DESIGN	PLANNING	504.00
Invoice Amount : 504.00		Discount Amount : 0.00		Check Amount :		504.00
Check Number : 41693		Check Date : 5/18/2020				
Vendor : 1638 HOME DEPOT/GECF						

CITY OF HOLTVILLE

Monthly Check Register

Date : 5/22/2020 11:11:28 AM

User Name : Lee Ann

Calendar Month/Year : <ALL> <ALL>

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10	94075	5/11/2020	26197	PAINT / SUPPLIES	O	353.57	
10	94090	5/11/2020	007842	MOULDING; DOORLOCK; UTILITY BLADES;	PW	324.66	
10	94162	5/15/2020	26494	WINDOW TINTING FOR		O	130.87
10	94163	5/15/2020	81501	WINDOWS; BLINDS; SUPPLIES			952.25
Invoice Amount : 1,761.35		Discount Amount : 0.00		Check Amount :		1,761.35	
Check Number : 41694		Check Date : 5/18/2020					
Vendor : 1910 HUMANA							
10	94176	5/18/2020	MAY 2020	INSURANCE PREMIUM	ADMIN	201.33	
11	94176	5/18/2020	MAY 2020	INSURANCE PREMIUM		184.15	
12	94176	5/18/2020	MAY 2020	INSURANCE PREMIUM		151.00	
Invoice Amount : 536.48		Discount Amount : 0.00		Check Amount :		536.48	
Check Number : 41695		Check Date : 5/18/2020					
Vendor : 2297 IMPERIAL COUNTY SHERIFF'S DEPT.		SHERIFF					
10	94101	5/11/2020	4302020-1	SHERIFF SERVICES FOR APRIL 2020		92,333.99	
Invoice Amount : 92,333.99		Discount Amount : 0.00		Check Amount :		92,333.99	
Check Number : 41696		Check Date : 5/18/2020					
Vendor : 1026 IMPERIAL IRRIGATION DISTRICT							
10	94116	5/13/2020	MAY 2020 PARKS	ELECTRICITY PARKS	PW	370.82	
10	94141	5/13/2020	MAY 2020	ELECTRICITY		4,380.36	
11	94141	5/13/2020	MAY 2020	ELECTRICITY	ADMIN	6,788.63	
12	94141	5/13/2020	MAY 2020	ELECTRICITY		4,238.59	
Invoice Amount : 15,778.40		Discount Amount : 0.00		Check Amount :		15,778.40	
Check Number : 41697		Check Date : 5/18/2020					
Vendor : 2137 IMPERIAL IRRIGATION DISTRICT (WATER)		PW					
11	94115	5/13/2020	MAY 2020	RAW WATER		2,652.00	
Invoice Amount : 2,652.00		Discount Amount : 0.00		Check Amount :		2,652.00	
Check Number : 41698		Check Date : 5/18/2020					
Vendor : 1027 IMPERIAL STORES							
10	94063	5/11/2020	641303	BEE KILLER	OLD FD	6.77	
10	94064	5/11/2020	641447	PLYWOOD	OLD FD	24.77	
10	94065	5/11/2020	641537	BLUE MASKING TAP; CHIP BRUSH		14.48	
10	94066	5/11/2020	641299	ENTRY LOCKSET	OLD FD	16.47	
10	94067	5/11/2020	640923	KEYS		5.41	
10	94068	5/11/2020	641997	CASING	OLD FD	8.51	
10	94069	5/11/2020	642007	STOP	OLD FD	7.74	
10	94070	5/11/2020	642005	ENTRY LOCKSET	OLD FD	19.38	
10	94076	5/11/2020	641939	HOSE CLAMP; MICRO CLAMP; MINI C		20.60	
10	94086	5/11/2020	641682	VINYL CONCR PATCH	OLD	17.44	
10	94087	5/11/2020	641793	2 CYCLE OIL; WOOD SHIMS		13.79	
10	94093	5/11/2020	641958	SHOP VAC FILTER; SCRUBBER; CLEANING		30.57	
10	94120	5/13/2020	641858	CAULK; POLY FILM; MASKING TAPE		32.24	
10	94121	5/13/2020	641929	KNIFE		3.38	
10	94122	5/13/2020	641940	CLEANING SUPPLIES	OLD FD	3.86	
10	94123	5/13/2020	641916	SNAP KNIFE	OLD FD	2.21	
10	94124	5/13/2020	641773	DRYWALL SCREWS	OLD FD	10.65	
10	94126	5/13/2020	641949	KEYS	OLD FD	26.29	
10	94127	5/13/2020	8.06	GLASS CLEANER; PLASTIC SPREADER		8.06	
10	94128	5/13/2020	641852	PLYWOOD	OLD FD	28.26	
10	94151	5/15/2020	641829	VELCRO STRIPS		3.67	
10	94152	5/15/2020	641848	CLEANING SUPPLIES		69.55	
10	94153	5/15/2020	641634	FLAG; WALL CHARGER; CORD		55.30	

CITY OF HOLTVILLE

Monthly Check Register

Date : 5/22/2020 11:11:28 AM

User Name : Lee Ann

Calendar Month/Year : <ALL> <ALL>

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10	94155	5/15/2020	641706	CLEANING SUPPLIES		24.73	
10	94156	5/15/2020	641731	TRASH BAGS		18.31	
10	94157	5/15/2020	641577	ZIPLOCK BAGS	COVID	16.14	
10	94158	5/15/2020	640927	SPRAY PAINT		13.93	
10	94164	5/15/2020	641941	CAULKING	OLD FD	2.70	
10	94167	5/15/2020	640945	CLEANING SUPPLIES		7.74	
10	94168	5/15/2020	641048	GLOVES		34.88	
10	94170	5/15/2020	642090	PAINT/SUPPLIES		35.36	
10	94173	5/15/2020	642123	BLACK PAINT; BRUSH	OLD	10.83	
10	94178	5/18/2020	642229	RATCHET STRAPS; PVC CLIP CAP; PR		27.39	
10	94179	5/18/2020	642198	WATER HOSE		17.44	
11	94187	5/18/2020	640860	RUBBER BOOTS; TOWELS; HAND SAN		33.90	
11	94188	5/18/2020	641234	PAINT REMOVER; UTILITY PUMP		96.95	
11	94197	5/18/2020	641749	TRASH BAGS	WTP	36.61	
Invoice Amount :		806.31	Discount Amount :		0.00	Check Amount : 806.31	
Check Number :		41699	Check Date :		5/18/2020		
Vendor :		1757 IMPERIAL VALLEY ENVIRONMENTAL LAB				PW	
12	94198	5/18/2020	10026	LAB ANALYSIS		560.00	
Invoice Amount :		560.00	Discount Amount :		0.00	Check Amount : 560.00	
Check Number :		41700	Check Date :		5/18/2020		
Vendor :		2303 J&S AG SUPPLIES				PW	
10	94091	5/11/2020	767889	T-CLAMPS FOR WATER TRUCK		26.68	
Invoice Amount :		26.68	Discount Amount :		0.00	Check Amount : 26.68	
Check Number :		41701	Check Date :		5/18/2020		
Vendor :		8740 JADE SECURITY SYSTEMS, INC.				PW	
11	94189	5/18/2020	0166483	MONITORING SECURITY SYSTEM		59.98	
12	94189	5/18/2020	0166483	MONITORING SECURITY SYSTEM		59.99	
Invoice Amount :		119.97	Discount Amount :		0.00	Check Amount : 119.97	
Check Number :		41702	Check Date :		5/18/2020		
Vendor :		2143 LOWES BUSINESS ACCOUNT				PW	
10	94074	5/11/2020	001027	IMPACT TOUGH MOD; DISC; BRUSHLES		379.37	
Invoice Amount :		379.37	Discount Amount :		0.00	Check Amount : 379.37	
Check Number :		41703	Check Date :		5/18/2020		
Vendor :		4619 LUIS M. ESTRADA					
11	94088	5/11/2020	120	REPAIRS TO PW VEHICLES	PW	PW 142.50	
12	94088	5/11/2020	120	REPAIRS TO PW VEHICLES	PW	142.50	
Invoice Amount :		285.00	Discount Amount :		0.00	Check Amount : 285.00	
Check Number :		41704	Check Date :		5/18/2020		
Vendor :		8326 MALLORY SAFETY & SUPPLY LLC					
10	94159	5/15/2020	4833721	COVERALLS	COVID	FD 96.98	
10	94160	5/15/2020	4834165	COVERALLS	COVID	4.20	
10	94161	5/15/2020	4834166	COVERALLS	COVID	193.96	
Invoice Amount :		295.14	Discount Amount :		0.00	Check Amount : 295.14	
Check Number :		41705	Check Date :		5/18/2020		
Vendor :		1971 METRON - FARNIER					
11	94131	5/13/2020	31070	3/4" METERS		PW 4,844.88	
11	94132	5/13/2020	31069	3/4 METERS		26,536.65	
Invoice Amount :		31,381.53	Discount Amount :		0.00	Check Amount : 31,381.53	
Check Number :		41706	Check Date :		5/18/2020		
Vendor :		8761 PEOPLEREADY, INC.					
10	94081	5/11/2020	908872	TEMP EMPLOYEE	PARKS	PW 126.45	

CITY OF HOLTVILLE

Monthly Check Register

Date : 5/22/2020 11:11:28 AM

User Name : Lee Ann

Calendar Month/Year : <ALL> <ALL>

Fund	Transaction	Due Date	Invoice Number	Description	PO Number	Amount
10	94082	5/11/2020	25779422	TEMP EMPLOYEE	PARKS	632.25
10	94089	5/11/2020	25782628	TEMP EMPLOYEE	WWTP	126.45
10	94118	5/13/2020	25788115	TEMP EMPLOYEE	PARKS	632.25
12	94184	5/18/2020	25788116	TEMP EMPLOYEE	WWTP	643.72
12	94196	5/18/2020	25779423	TEMP EMPLOYEE	WWTP	643.72
Invoice Amount		: 2,804.84	Discount Amount		: 0.00	Check Amount : 2,804.84
Check Number		: 41707	Check Date		: 5/18/2020	
Vendor : 1450 PITNEY BOWES GLOBAL FINANCE SERVICES LLC						
10	94102	5/11/2020	3103919698	POSTAGE METER LEASE	ADMIN	44.70
11	94102	5/11/2020	3103919698	POSTAGE METER LEASE		44.70
12	94102	5/11/2020	3103919698	POSTAGE METER LEASE		44.71
Invoice Amount		: 134.11	Discount Amount		: 0.00	Check Amount : 134.11
Check Number		: 41708	Check Date		: 5/18/2020	
Vendor : 1176 QUILL CORPORATION						
10	94114	5/13/2020	6550487	OFFICE SUPPLIES	ADMIN	37.60
11	94114	5/13/2020	6550487	OFFICE SUPPLIES		37.60
12	94114	5/13/2020	6550487	OFFICE SUPPLIES		37.61
Invoice Amount		: 112.81	Discount Amount		: 0.00	Check Amount : 112.81
Check Number		: 41709	Check Date		: 5/18/2020	
Vendor : 2241 REDDY ICE						
10	94149	5/15/2020	1060124952	ICE	PW FD	70.04
Invoice Amount		: 70.04	Discount Amount		: 0.00	Check Amount : 70.04
Check Number		: 41710	Check Date		: 5/18/2020	
Vendor : 8860 RICK'S GROUP DIESEL, INC.						
10	94150	5/15/2020	25064	SERVICE CALL/REPAIR ON 1990 FOR	FD	175.00
Invoice Amount		: 175.00	Discount Amount		: 0.00	Check Amount : 175.00
Check Number		: 41711	Check Date		: 5/18/2020	
Vendor : 1043 SELLERS PETROLEUM						
10	94119	5/13/2020	CL09803	FUEL	PW	399.56
11	94119	5/13/2020	CL09803	FUEL	PW	398.89
12	94119	5/13/2020	CL09803	FUEL	PW	179.72
10	94174	5/15/2020	CL09802	FUEL	FD	1,057.96
Invoice Amount		: 2,036.13	Discount Amount		: 0.00	Check Amount : 2,036.13
Check Number		: 41712	Check Date		: 5/18/2020	
Vendor : 8138 SERVICE MASTER						
10	94133	5/13/2020	33427	JANITORIAL SERVICES	PW	1,669.50
Invoice Amount		: 1,669.50	Discount Amount		: 0.00	Check Amount : 1,669.50
Check Number		: 41713	Check Date		: 5/18/2020	
Vendor : 8869 SOUTHWEST EQUIPMENT & SUPPLY						
10	94154	5/15/2020	28318	REPAIRS TO PRESSURE WASHERS;	FD	204.03
Invoice Amount		: 204.03	Discount Amount		: 0.00	Check Amount : 204.03
Check Number		: 41714	Check Date		: 5/18/2020	
Vendor : 7841 SPARKLETTS						
10	94092	5/11/2020	9431538050120	DRINKING WATER	PW FD	181.26
10	94165	5/15/2020	9439337050120	DRINKING WATER		58.65
Invoice Amount		: 239.91	Discount Amount		: 0.00	Check Amount : 239.91
Check Number		: 41715	Check Date		: 5/18/2020	
Vendor : 1109 SPRINT						
11	94195	5/18/2020	MAY 2020	DATA LINE FOR WTP	PW	34.64
Invoice Amount		: 34.64	Discount Amount		: 0.00	Check Amount : 34.64

CITY OF HOLTVILLE

Monthly Check Register

Date : 5/22/2020 11:11:28 AM

User Name : Lee Ann

Calendar Month/Year : <ALL> <ALL>

Fund	Transaction	Due Date	Invoice Number	Description	PO Number	Amount
Check Number : 41716 Check Date : 5/18/2020						
Vendor : 1419 STAPLES CREDIT						
10	94106	5/11/2020	2479469381	OFFICE SUPPLIES	ADMIN	6.77
10	94107	5/11/2020	2497537601	TABLETS FOR ART / DRAWING WINN	CENSUS	140.05
Invoice Amount : 146.82		Discount Amount : 0.00		Check Amount :		146.82
Check Number : 41717 Check Date : 5/18/2020						
Vendor : 1780 STATE WATER RESOURCES CONTROL BD.						
11	94199	5/18/2020	OP# 16911 T4	RENEWAL FRANK CORNEJO	PW	105.00
Invoice Amount : 105.00		Discount Amount : 0.00		Check Amount :		105.00
Check Number : 41718 Check Date : 5/18/2020						
Vendor : 2083 THATCHER CO.						
11	94191	5/18/2020	752066	ALUM SULFATE	PW	4,238.73
Invoice Amount : 4,238.73		Discount Amount : 0.00		Check Amount :		4,238.73
Check Number : 41719 Check Date : 5/18/2020						
Vendor : 1260 USA BLUEBOOK						
12	94185	5/18/2020	225120	METALIZED MYLAR BAG		13.47
11	94186	5/18/2020	214638	CHLORINATION TABLETS WT		3,929.43
12	94190	5/18/2020	223198	CAP KIT FOR HACK LDO MODEL 2; M	PW	541.90
12	94192	5/18/2020	221593	WINTERS LEAD FREE LIQUID		125.37
12	94193	5/18/2020	218428	PROVU 6200 W/O OUTPUTS		410.04
11	94194	5/18/2020	217118	MSA ADVANTAGE 3200 FULL FACE		222.99
Invoice Amount : 5,243.20		Discount Amount : 0.00		Check Amount :		5,243.20
Check Number : 41720 Check Date : 5/18/2020						
Vendor : 8116 VANTAGE POINT TRANSFER AGENTS - 108793						
10	94117	5/13/2020	PP# 9 5/1/20	PP# 9 RETIREMENT; PENSION REPAY	ADMIN	4,459.42
11	94117	5/13/2020	PP# 9 5/1/20	PP# 9 RETIREMENT; PENSION REPAY		774.11
12	94117	5/13/2020	PP# 9 5/1/20	PP# 9 RETIREMENT; PENSION REPAY		1,197.12
Invoice Amount : 6,430.65		Discount Amount : 0.00		Check Amount :		6,430.65
Check Number : 41721 Check Date : 5/18/2020						
Vendor : 1231 WALKER & DRISKILL						
10	94097	5/11/2020	9936	ATTORNEY FEES (DETENTION CEN	ADMIN	594.00
10	94098	5/11/2020	9912	ATTORNEY FEES (GENERAL)		1,416.00
Invoice Amount : 2,010.00		Discount Amount : 0.00		Check Amount :		2,010.00
Check Number : 41722 Check Date : 5/18/2020						
Vendor : 8193 WESTAIR GASES & EQUIPMENT						
10	94169	5/15/2020	11049276	OXYGEN	FD	297.62
Invoice Amount : 297.62		Discount Amount : 0.00		Check Amount :		297.62
Check Number : 41723 Check Date : 5/18/2020						
Vendor : 1058 XEROX CORPORATION						
10	94147	5/15/2020	10223184	COPIER LEASE	FD	114.99
Invoice Amount : 114.99		Discount Amount : 0.00		Check Amount :		114.99
Check Number : 41724 Check Date : 5/18/2020						
Vendor : 8834 SPRINT PHONE						
10	94211	5/18/2020	MAY 2020	CELL PHONE	ADMIN	62.80
Invoice Amount : 62.80		Discount Amount : 0.00		Check Amount :		62.80

CITY OF HOLTVILLE Monthly Check Register

Date : 5/22/2020 11:11:28 AM

User Name : Lee Ann

Calendar Month/Year : <ALL> <ALL>

Fund	Transaction	Due Date	Invoice Number	Description	PO Number	Amount
Total Number of Vendors		:	53		:	0.00
Total Number of Checks Printed		:	53			
Total Number of Voided Checks		:	0			
Largest Check Amount		:	92,333.99			
Total for all Checks Printed		:	191,850.01			
Total for Voided Checks		:	0.00			
Net Amount of Checks Printed		:	191,850.01			

Summary

Fund	Amount
10 GENERAL FUND	124,790.50
11 WATER	55,312.75
12 SEWER	11,746.76

City of Holtville
REPORT TO COUNCIL

MEETING DATE:	<u>05/26/20</u>
ITEM NUMBER	<u>3 a</u>
Approvals	CITY MANAGER 
	FINANCE MANAGER _____
	CITY ATTORNEY _____

DATE ISSUED: May 22, 2020

FROM: Kariza Sambrano, City Clerk

SUBJECT: **Resolution No. 20-09** *Calling for a November 3, 2020 Election to Fill Three Expiring City Council Terms*

ISSUES:

Shall the City Council approve Resolution No 20-09 , calling for an election to be conducted by the County of Imperial and requesting the consolidation of such an election with the November 3, 2020, Statewide General Election, for the purpose of filling the three expiring terms on the Holtville City Council?

BACKGROUND & DISCUSSION:

In December, 2020, the terms of three seats on the City Council will be expiring. The City Council members currently holding those seats are Ginger Ward, Jim Predmore, and Mike Pacheco. That election can be -and as is standard practice is - conducted in conjunction with the November County-wide elections. It is therefore necessary to call for, publicize and otherwise prepare for the possibility of an election to be held on November 3, 2020.

A proportional share of the election costs are charged to the City by the County, however this is far more economical than holding a stand-alone election.

FISCAL IMPACT:

The last estimate amount for this action was between \$7,000 and \$9,000.

CITY MANAGER RECOMMENDATION:

Approve Resolution 20-09, calling for the election and consolidation with the County.

ALTERNATIVE:

Not to approve, providing staff with alternate direction.

**HOLTVILLE CITY COUNCIL
RESOLUTION NO. 20-09**

**A RESOLUTION OF THE HOLTVILLE CITY COUNCIL ORDERING AN ELECTION,
REQUESTING COUNTY ELECTIONS TO CONDUCT THE ELECTION, AND
REQUESTING CONSOLIDATION OF THE ELECTION**

WHEREAS, pursuant to Elections code Section 1002, the governing body of any city or district may by resolution request the Board of Supervisors of the County to permit the county elections official to render specified services to the City or district relating to the conduct of an election; and

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

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

WHEREAS, pursuant to Elections Code Section 10403, whenever an election called by a district, city or other political subdivision for the submission of any question, proposition, or office to be filled is to be consolidated with a statewide election, and the question, proposition, or office to be filled is to appear upon the same ballot as that provided for that statewide election, the district, city or other political subdivision shall, at least 88 days prior to the date of the election, file with the Board of Supervisors, and a copy with the elections official, a resolution of its governing board requesting the consolidation, and setting forth the exact form of any question, proposition, or office to be voted upon at the election, as it is to appear on the ballot. Upon such request, the Board of Supervisors may order the consolidation; and

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

WHEREAS, various district, county, state and other political subdivision elections may be, or have been, called to be held on November 3, 2020;

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

1. That the Holtville City Council hereby orders an election be called and consolidated with any and all elections also called to be held on November 3, 2020, in the County of Imperial, insofar as said elections are to be held in the same territory or in territory that is in part the same as the territory of the County of Imperial.
2. That the Holtville City Council hereby requests the Board of Supervisors of the County of Imperial to order such consolidation under Elections Code Section 10401 & 10403.
3. The foregoing is true, correct and adopted.

PASSED, APPROVED AND ADOPTED by Holtville City Council at a meeting held on the 26th of May, 2020, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Attest:

Kariza Sambrano, City Clerk

Jim Predmore, Mayor

City of Holtville
REPORT TO COUNCIL

MEETING DATE:	05/26/20
ITEM NUMBER	3 b
Approvals	CITY MANAGER 
	FINANCE MANAGER
	CITY ATTORNEY

DATE ISSUED: May 22, 2020

FROM: Nick Wells, City Manager

SUBJECT: *Discussion/Related Action Regarding a Request by Holtville High School to Issue a Permit for a Professional Fireworks Display at the Senior Graduation celebration, to be held on Thursday, June 4, 2020, at HHS.*

ISSUE:

Shall the City Council take action allowing a permit to be issued to Pyro Spectaculars, Inc. (dba Pyro Spectaculars by Souza) of Alpine, California, to perform a pyrotechnics display at the Holtville High School senior graduation ceremony to be held on Thursday, June 4, 2020, at the school?

DISCUSSION:

Staff was recently approached by both HHS administration and parents of graduating seniors requesting that they be permitted to engage a pyrotechnics professional to put on a fireworks display at this year's graduation ceremony. The individuals were directed to work with Chief Silva to gather the proper paperwork and complete the procedures necessary to allow the display.

The City ordinance dealing with fireworks (*excerpt attached as Attachment A*) allows for such displays by licensed experts with proper insurance coverage. The representatives of the school have engaged Pyro Spectaculars by Souza of Alpine, California, (*proposal attached as Attachment B*) to perform the display. The City has obtained a copy of the firm's coverage, naming the City as an additional insured (*Attachment C*) and the Fire Chief is satisfied with the proposed setup and plan for the demonstration. He has already discussed the potential for high winds with the school, which would preclude the demonstration.

In light of the COVID-19 Pandemic and social distancing requirements, the ceremony is being designed to take place as a procession of cars and each graduate receiving a "drive-by" diploma presentation. This is, of course, being coordinated with ICSO and Sgt. Patterson.

FISCAL IMPACT:

Although a fee is mentioned in the ordinance, no fee has been established and it is recommended that any consideration of such a fee be waived for the High School.

CITY MANAGER RECOMMENDATION:

Allow the issuance of a permit with no fee.

ALTERNATIVES:

Give staff alternate direction.

Attachment A

Ordinance 483 ***(Excerpt)***

vii. Has not had a permit to sell revoked within twenty-four months prior to the organization's submittal of an application for a permit to sell.

- (r) "Safe and Sane Fireworks" (a.k.a. "state-approved fireworks") shall mean "Safe and Sane Fireworks" as set forth in Health and Safety Code Sections 12529 and 12562 and the relevant sections of Title 19, Code of Regulations, Subchapter 6 which are hereby incorporated by reference.
- (s) "Responsible Person" means a person who causes a violation of this Chapter to occur or allows a violation to exist or continue, by his or her action or failure to act, or whose agent, employee or independent contractor causes a violation to occur, or allows a violation to exist or continue. There is a rebuttable presumption that the record owner of a residential parcel, as shown on the county's latest equalized property taxes assessment rolls, and a lessee of a residential parcel has a notice of any violation existing on said property. For purposes of this Chapter, there may be more than one responsible person for a violation. Any person, irrespective of age, found in violation of any provision of this Chapter may be issued a citation in accordance with the provisions of this Chapter. Every parent, guardian or other person, having the legal care, custody or control of any person under the age of 18 years, who knows or reasonably should know that a minor is in violation of this Chapter, may be issued a citation in accordance with the provisions of this Chapter, in addition to any citation that may be issued to the offending minor.
- (t) "Violation" or "Violates" refers to any violation of any provision of this Chapter.

§ _____ **GENERAL PROHIBITION AGAINST POSSESSION, SALE OR USE OF FIREWORKS.**

Except as otherwise provided in this Chapter, no person shall possess, sell, use, display or explode any "Dangerous Fireworks" including, but not limited to, any rocket, firecracker, roman candle, squib, torpedo, wire core sparkler, wooden core sparkler, black cartridge, aerial shell or other combustible device or explosive substance or any kind of fireworks, by whatsoever name known, or any altered "Safe and Sane Fireworks" within the City of Holtville.

§ _____ **EXCEPTION - CERTAIN PUBLIC DISPLAYS AND/OR SPECIAL EFFECTS.**

It shall be unlawful to cause, allow, permit, aid, abet, or suffer any discharge of "Dangerous Fireworks" (including a public display) or any use of special effects without having first obtained a permit therefor from the Fire Chief.

The Fire Chief shall have authority to adopt reasonable rules and regulations for the granting of permits for those activities contained in Section 12640 of the California Health and Safety Code, including supervised public displays of fireworks by a jurisdiction, fair association, amusement park, other organization, or for the use of fireworks by artisans in pursuit of their trade. Each such use or display shall be handled by a licensed pyrotechnic operator (as defined by Section 12527 of the California Health and Safety Code) in accordance with a City-issued permit, and shall be of such character and so located, discharged or fired as in the opinion of the Fire Chief or his designee, after proper investigation, will not be hazardous or endanger any person.

Every application for permit to conduct a public display of fireworks shall be accompanied by a non-refundable fee as established by resolution of the City Council. This fee shall be in addition to any fee or tax imposed by the City Council. Every applicant shall agree to hold the City of Holtville, its officers and employees, harmless from any and all claims for damages or other costs arising out of the activity authorized by the permit.

§ _____ **CERTAIN PUBLIC DISPLAYS - LIABILITY INSURANCE.**

Any person, firm or corporation applying for a public display permit shall furnish to the Fire Chief proof of coverage by a policy of public liability and property damage insurance. The policy shall provide limits of bodily injury and property damage liability of not less than \$5 million (\$5,000,000) combined single limits for each occurrence annually for payments of damages to persons or property which may result from or be caused by such public display of fireworks, or any negligence on the part of the licensee or his/her/its agents, servants, employees ad/or subcontractors presenting such public display.

No permit shall be issued until the permittee furnishes the Fire Chief with a "Certificate of Insurance" for each policy required, executed by the company issuing said policy and approved as to form by the City Attorney. Such policies shall contain a provision which includes the "City of Holtville" as an additional insured and declares said insurance to be primary and that no other insurance carried by an insured party shall be called upon for contribution. Such insurance policies shall contain an endorsement that the company issuing such policy or policies will not allow the same to be canceled without serving, by first class mail, ten (10) days notice of cancellation upon the City Clerk for the City of Holtville. Notwithstanding any other provision of this Chapter, the failure of the permittee to carry such policy or policies in force and to properly renew said insurance during the time covered by such permit shall automatically revoke the permit as of the date of expiration of such insurance policy or policies. A payment of the full amount of the permit fee required by this Ordinance shall be made to the City before any such revoked permit may be reinstated.

§ _____ **CERTAIN PUBLIC DISPLAYS - APPEALS.**

The decision of the Fire Chief or the Fire Chief's designated representative in acting on an application for a permit to conduct a public display of fireworks in accordance with the provision of this Ordinance shall be subject to an appeal by the applicant to the City Manager. Notice of such appeal shall be filed with the City Manager within ten (10) days after the date of the decision regarding such fireworks permit. Upon failure to file such notice within the ten-day period, the action of the Fire Chief or the Fire Chief's designated representative shall be final and conclusive. The applicant may appeal the decision of the City Manager to the City Council by filing a notice of appeal with the City Clerk within ten (10) days after the date of the City Manager's decision. Upon failure to file such a notice within the ten (10) day, the action of the City Manager shall be final and conclusive.

§ _____ **EXCEPTION - SAFE AND SANE FIREWORKS.**

It shall not be unlawful to possess, sale, use, display or discharge, within the City, those fireworks that are defined and classified as "Safe and Sane Fireworks" (a.k.a. "state-approved fireworks") in the California State Fireworks Law (Sections 12500, et seq., of the Health and Safety Code and the relevant sections of Title 19, Code of Regulations, Subchapter 6) during that time period beginning at 12:00 noon on June 30 and ending at midnight on July 5 of that same year.

§ _____ **SAFE AND SANE FIREWORKS - PERMITS REQUIRED.**

It shall be unlawful for any person to sell "Safe and Sane Fireworks" within the City without having first applied for and received a permit therefore, from the City.

§ _____ **SAFE AND SANE FIREWORKS - APPLICATION.**

- (a) No nonprofit organization shall submit more than one (1) application for a permit to sell "Safe and Sane Fireworks" within the City. If more than one (1) application is submitted on behalf of any nonprofit organization, including an affiliated organization, all such requests shall be voidable at the discretion of the Fire Chief. If a question arises as to whether organizations and/or groups are affiliated, the City Council shall have ultimate authority to decide said question. Any attempt to transfer an application shall void any and all applications filed by or on behalf of both the transferor/nonprofit organization and the transferee/nonprofit organization.
- (b) All applications for permits to sell "Safe and Sane Fireworks" shall be in writing to the City Clerk on forms supplied by the City. Applications may be filed beginning April 1 of each year up to and including April 15 of the same year, at which time the filing period for that year will be closed.

Applications shall be accompanied by an assurance that, if the permit is issued to the applicant, the applicant shall, at the time of receipt of such of permit, deliver to the City a certificate evidencing an occurrence-based policy of insurance naming the "City of Holtville" as an additional insured thereunder, with the following minimum limits: \$1,000,000 public liability and property damage; and general aggregate coverage of \$2,000,000. No policy will be acceptable which contains a provision allowing a deductible amount.

Attachment B

Vendor Proposal

PYRO SPECTACULARS

by Souza®

2020 Pyrotechnic Proposal



Holtville High School

June 4, 2020

May 13, 2020

PYRO
SPECTACULARS
by Souza

Holtville High School
Anthony Arevalo
755 Olive Ave.
Holtville, CA 92250

Dear Mr. Arevalo,

Pyro Spectaculars, Inc. is happy to provide our pyrotechnic proposal for your June 4, 2020 event. The following proposal outlines your custom designed Program "A" for the amount of \$2,400.00. The various fireworks elements provided are prepared to shoot from Holtville High School for approximately 2-5 minutes.

Our full service program includes the services of a licensed pyrotechnic operator, specialized crew, an electronic firing system, and safety equipment used for support and protection. The price also includes insurance coverage, sales tax and delivery. To help ensure public safety, we work directly with the local fire authority while we apply for all the necessary fire department and other fireworks related permits. Our winning combination of products, people and production capabilities help produce the safest fireworks entertainment package possible.

Your organization will be responsible for payment of all Fire Department permit fees and/or standby firemen fees, if any. The Fire Department may bill you directly for any additional standby fees for inspections. Your organization will also be responsible for providing the display location and all necessary security for the display site.

Enclosed you will find a Product Synopsis, Production Agreement for signature and Scope of Work. Please have one copy of the fully executed agreement returned to our office by May 20, 2020 along with your payment in full and applicable fire department fees.

Please take the time to review this proposal in detail. If you wish to discuss any changes in your program or need more information, please call either me or your Customer Service Representative Carlos Madrigal at (909) 355-8120 ext. 211.

Sincerely,

PYRO SPECTACULARS, INC.

Sam Bruggema

Sam Bruggema

PYRO Show Producer

SB/cm

Enclosures

Pyro Spectaculars, Inc.

P.O. Box 1060 • Alpine, CA 91903 • Phone: (619) 445-1241 or (800) 624-9360 • Fax: (619) 445-1210

www.pyrospec.com



Product Synopsis • Pyrotechnic Proposal

Holtville High School

PROGRAM A – June 4, 2020

\$2,400.00

Main Body - Aerial Shells

<u>Description</u>	<u>Quantity</u>
◆ 2.5" Souza Designer Selections	20
◆ 3" Souza Designer Selections	50
Total of Main Body - Aerial Shells	70

Grand Finale

<u>Description</u>	<u>Quantity</u>
◆ 2" Souza Designer Bombardment Shells	100
◆ 2.5" Souza Designer Bombardment Shells	15
Total of Grand Finale	115
Grand Total	185

Product descriptions are for specification of product quality, classification, and value. Final product selections will be based on availability, suitability, and overall artistic style.



PRODUCTION AGREEMENT

This agreement ("Agreement") is made this _____ day of _____, 2020 by and between **Pyro Spectaculars, Inc.**, a California corporation, hereinafter referred to as ("PYRO"), and **Holtville High School**, hereinafter referred to as ("CLIENT"). PYRO and CLIENT are sometimes referred to as "Party" or collectively as "Parties" herein.

1. **Engagement** - CLIENT hereby engages PYRO to provide to CLIENT one fireworks production ("Production"), and PYRO accepts such engagement upon all of the promises, terms and conditions hereinafter set forth. The Production shall be substantially as outlined in Program "A", attached hereto and incorporated herein by this reference.

1.1 **PYRO Duties** – PYRO shall provide all pyrotechnic equipment, trained pyrotechnicians, shipping, pyrotechnic products, application for specific pyrotechnic permits (the cost of which, including standby fees, shall be paid by CLIENT) relating to the Production, insurance covering the Production and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work ("Scope of Work"), attached hereto, incorporated herein by this reference, and made a part of this Agreement as though set forth fully herein.

1.2 **CLIENT Duties** – CLIENT shall provide to PYRO a suitable site ("Site") for the Production, security for the Site as set forth in Paragraph 6 hereof, access to the Site, any permission necessary to utilize the Site for the Production, and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work. All Site arrangements are subject to PYRO's reasonable approval as to pyrotechnic safety, suitability, and security. All other conditions of the Site shall be the responsibility of CLIENT, including, but not limited to, access, use, control, parking and general safety with respect to the public, CLIENT personnel and other contractors.

2. **Time and Place** - The Production shall take place on **June 4, 2020**, at approximately **8:30 PM**, at **Holtville High School 755 Olive Ave., Holtville, CA**, Site.

3. **Fees, Interest, and Expenses** -

3.1 **Fee** - CLIENT agrees to pay PYRO a fee of **\$2,400.00 USD (TWO THOUSAND FOUR HUNDRED DOLLARS)** ("Fee") for the Production. CLIENT shall pay to PYRO the total balance of the Fee plus estimated permit and standby fees, specified production costs, and other regulatory costs approximated at **\$00.00**, for a total of **\$2,400.00**, no later than **May 20, 2020**. CLIENT authorizes PYRO to receive and verify credit and financial information concerning CLIENT from any agency, person or entity including but not limited to credit reporting agencies. The "PRICE FIRM" date, the date by which the executed Agreement must be delivered to Pyro, is set forth in paragraph 20.

3.2 **Interest** - In the event that the Fee is not paid in a timely manner, CLIENT will be responsible for the payment of 1.5% interest per month or 18% annually on the unpaid balance. If litigation arises out of this Agreement, the prevailing party shall be entitled to reasonable costs incurred in connection with the litigation, including, but not limited to attorneys' fees.

3.3 **Expenses** – PYRO shall pay all normal expenses directly related to the Production including freight, insurance as outlined, pyrotechnic products, pyrotechnic equipment, experienced pyrotechnic personnel to set up and discharge the pyrotechnics and those additional items as outlined as PYRO's responsibility in the Scope of Work. CLIENT shall pay all costs related to the Production not supplied by PYRO including, but not limited to, those items outlined as CLIENT's responsibility in this Agreement and Scope of Work.

4. **Proprietary Rights** - PYRO represents and warrants that it owns all copyrights, including performance rights, to this Production, except that PYRO does not own CLIENT-owned material or third-party-owned material that has been included in the Production, and as to such CLIENT-owned and third-party-owned material, CLIENT assumes full responsibility therefore. CLIENT agrees that PYRO shall retain ownership of, and all copyrights and other rights to, the Production, except that PYRO shall not acquire or retain any ownership or other rights in or to CLIENT-owned material and third-party-owned material and shall not be responsible in any way for such material. If applicable, CLIENT consents to the use of CLIENT-owned material and represents that it has or will obtain any permission from appropriate third parties sufficient to authorize public exhibition of any such material in connection with this Production. PYRO reserves the ownership rights in its trade names that are used in or are a product of the Production. Any reproduction by sound, video or other duplication or recording process without the express written permission of PYRO is prohibited.

5. **Safety** - PYRO and CLIENT shall each comply with applicable federal, state and local laws and regulations and employ safety programs and measures consistent with recognized applicable industry standards and practices. At all times before and during the Production, it shall be within PYRO's sole discretion to determine whether or not the Production may be safely discharged or continued. It shall not constitute a breach of this Agreement by PYRO for fireworks to fail or malfunction, or for PYRO to determine that the Production cannot be discharged or continued as a result of any conditions or circumstances affecting safety beyond the reasonable control of PYRO.

6. **Security** - CLIENT shall provide adequate security personnel, barricades, and Police Department services as may be necessary to preclude individuals other than those authorized by PYRO from entering an area to be designated by PYRO as the area for the set-up and discharge of the Production, including a fallout area satisfactory to PYRO where the pyrotechnics may safely rise and any debris may safely fall. PYRO shall have no responsibility for monitoring or controlling CLIENT's other contractors, providers or volunteers; the public; areas to which the public or contractors have access; or any other public or contractor facilities associated with the Production.

7. **Cleanup** - PYRO shall be responsible for the removal of all equipment provided by PYRO and clean up of any live pyrotechnic debris made necessary by PYRO. CLIENT shall be responsible for any other clean up which may be required of the Production or set-up, discharge and fallout areas including any environmental clean-up.

8. **Permits** - PYRO agrees to apply for permits for the firing of pyrotechnics only from the **Holtville Fire Department**, **FAA**, and **USCG**, if required. CLIENT shall be responsible for any fees associated with these permits including standby fees. CLIENT shall be responsible for obtaining any other necessary permits, paying associated fees, and making other appropriate arrangements for Police Departments, other Fire Departments, road closures, event/activity or land use permits or any permission or permit required by any Local, Regional, State or Federal Government.

9. **Insurance** - PYRO shall at all times during the performance of services herein ensure that the following insurance is maintained in connection with PYRO's performance of this Agreement: (1) commercial general liability insurance, including products, completed operations, and contractual liability under this Agreement; (2) automobile liability insurance, (3) workers' compensation insurance and employer liability insurance. Such insurance is to protect CLIENT from claims for bodily injury, including death, personal injury, and from claims of property damage, which may arise from PYRO's performance of this Agreement, only. The types and amounts of coverage shall be as set forth in the Scope of Work. Such insurance shall not include claims which arise from CLIENT's negligence or willful conduct or from failure of CLIENT to perform its obligations under this Agreement, coverage for which shall be provided by CLIENT.

The coverage of these policies shall be subject to reasonable inspection by CLIENT. Certificates of Insurance evidencing the required general liability coverage shall be furnished to CLIENT prior to the rendering of services hereunder and shall include that the following are named as additionally insured: CLIENT; Sponsors, Landowners, Barge Owners, if any; and Permitting Authorities, with respect to the operations of PYRO at the Production. Pyrotechnic subcontractors or providers, if any, not covered under policies of insurance required hereby, shall secure, maintain and provide their own insurance coverage with respect to their respective operations and services.

10. **Indemnification** - PYRO represents and warrants that it is capable of furnishing the necessary experience, personnel, equipment, materials, providers, and expertise to produce the Production in a safe and professional manner. Notwithstanding anything in this Agreement to the contrary, PYRO shall indemnify, hold harmless, and defend CLIENT and the additional insureds from and against any and all claims, actions, damages, liabilities and expenses, including but not limited to, attorney and other professional fees and court costs, in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of PYRO, their officers, agents, contractors, providers, or employees. CLIENT shall indemnify, hold harmless, and defend PYRO from and against any and all claims, actions, damages, liability and expenses, including but not limited to, attorney and other professional fees and court costs in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of CLIENT, its officers, agents, contractors, providers, or employees. In no event shall either party be liable for the consequential damages of the other party.

11. **Limitation of Damages for Ordinary Breach** - Except in the case of bodily injury and property damage as provided in the insurance and indemnification provisions of Paragraphs 9 and 10, above, in the event CLIENT claims that PYRO has breached this Agreement or was otherwise negligent in performing the Production provided for herein, CLIENT shall not be entitled to claim or recover monetary damages from PYRO beyond the amount CLIENT has paid to PYRO under this Agreement, and shall not be entitled to claim or recover any consequential damages from PYRO including, without limitation, damages for loss of income, business or profits.

12. **Force Majeure** - CLIENT agrees to assume the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of PYRO which may prevent the Production from being safely discharged on the scheduled date, which may cause the cancellation of any event for which CLIENT has purchased the Production, or which may affect or damage such portion of the exhibits as must be placed and exposed a necessary time before the Production. If, for any such reason, PYRO is not reasonably able to safely discharge the Production on the scheduled date, or at the scheduled time, or should any event for which CLIENT has purchased the Production be canceled as a result of such causes, CLIENT may (i) reschedule the Production and pay PYRO such sums as provided in Paragraph 13, or (ii) cancel the Production and pay PYRO such sums as provided in Paragraph 14, based upon when the Production is canceled.

13. **Rescheduling Of Event** - If CLIENT elects to reschedule the Production, PYRO shall be paid the original Fee plus all additional expenses made necessary by rescheduling plus a 15% service fee on such additional expenses. Said expenses will be invoiced separately and payment will be due in full within 5 days of receipt. CLIENT and PYRO shall agree upon the rescheduled date taking into consideration availability of permits, materials, equipment, transportation and labor. The Production shall be rescheduled for a date not more than 90 Days subsequent to the date first set for the Production. The Production shall not be rescheduled to a date, or for an event, that historically has involved a fireworks production. The Production shall not be rescheduled between June 15th and July 15th unless the original date was July 4th of that same year, or between December 15th and January 15th unless the original date was December 31st of the earlier year unless PYRO agrees that such rescheduling will not adversely affect normal business operations during those periods.

14. **Right To Cancel** - CLIENT shall have the option to unilaterally cancel the Production prior to the scheduled date. If CLIENT exercises this option, CLIENT agrees to pay to PYRO, as liquidated damages, the following percentages of the Fee as set forth in Paragraph 3.1. 1) 50% if cancellation occurs 30 to 90 days prior to the scheduled date, 2) 75% if cancellation occurs 15 to 29 days prior to the scheduled date, 3) 100% thereafter. In the event CLIENT cancels the Production, it will be impractical or extremely difficult to fix actual amount of PYRO's damages. The foregoing represents a reasonable estimate of the damages PYRO will suffer if CLIENT cancels the Production.

15. **No Joint Venture** - It is agreed, nothing in this Agreement or in PYRO's performance of the Production shall be construed as forming a partnership or joint venture between CLIENT and PYRO. PYRO shall be and is an independent contractor with CLIENT and not an employee of CLIENT. The Parties hereto shall be severally responsible for their own separate debts and obligations and neither Party shall be held responsible for any agreements or obligations not expressly provided for herein.

16. **Applicable Law** - This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with the laws of California. It is further agreed that the Central Judicial District of San Bernardino County, California, shall be proper venue for any such action. In the event that the scope of the Production is reduced by authorities having jurisdiction or by either Party for safety concerns, the full dollar amounts outlined in this Agreement are enforceable.

17. **Notices** - Any Notice to the Parties permitted or required under this Agreement may be given by mailing such Notice in the United States Mail, postage prepaid, first class, addressed as follows: PYRO - Pyro Spectaculars, Inc., P.O. Box 2329, Rialto, California, 92377, or for overnight delivery to 3196 N. Locust Avenue, Rialto, California 92377, CLIENT - Holtville High School, 755 Olive Ave., Holtville, CA 92250.

18. **Modification of Terms** - All terms of the Agreement are in writing and may only be modified by written agreement of both Parties hereto. Both Parties acknowledge they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement only.

19. **Severability** – If there is more than one CLIENT, they shall be jointly and severally responsible to perform CLIENT's obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by CLIENT and after it is executed and accepted by PYRO at PYRO's offices in Rialto, California. This Agreement may be executed in several counterparts, including faxed and emailed copies, each one of which shall be deemed an original against the Party executing same. This Agreement shall be binding upon the Parties hereto and upon their heirs, successors, executors, administrators and assigns.

20. **Price Firm** – If any changes or alterations are made by CLIENT to this Agreement or if this Agreement is not executed by CLIENT and delivered to PYRO on or before the PRICE FIRM date shown below, then the price, date, and scope of the Production are subject to review and acceptance by PYRO for a period of 15 days following delivery to PYRO of the executed Agreement. In the event it is not accepted by PYRO, PYRO shall give CLIENT written notice, and this Agreement shall be void.

PRICE FIRM through May 20, 2020
EXECUTED AGREEMENT MUST BE DELIVERED TO PYRO BY THIS DATE.
See PRICE FIRM conditions, paragraph 20, above.

EXECUTED as of the date first written above:

PYRO SPECTACULARS, INC.

By: 

Its: President

Holtville High School

By: _____

Its: _____

Print Name

SHOW PRODUCER: Sam Bruggema

SCOPE OF WORK
PYRO SPECTACULARS, INC. (“PYRO”)
and
Holtville High School (“CLIENT”)

Pyro shall provide the following goods and services to CLIENT:

- One Pyro Spectaculars, Inc., Production on **June 4, 2020**, at approximately **8:30 PM** at **Holtville High School 755 Olive Ave., Holtville, CA.**
- All pyrotechnic equipment, trained pyrotechnicians, shipping, and pyrotechnic product.
- Application for specific pyrotechnic permits relating to the Production.
- Insurance covering the Production as set forth in the Agreement with the following limits:

<u>Insurance Requirements</u>	<u>Limits</u>	
<u>Commercial General Liability</u>	\$1,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Business Auto Liability- Owned, Non-Owned and Hired Autos</u>	\$5,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Workers’ Compensation</u>	Statutory	
<u>Employer Liability</u>	\$1,000,000	Per Occurrence

CLIENT shall provide to PYRO the following goods and services:

- All on-site labor costs, if any, not provided or performed by PYRO personnel including, but not limited to, local union requirements, all Site security, Police and Fire Dept. standby personnel, stagehands, electricians, audio and fire control monitors, carpenters, plumbers, clean-up crew. All these additional personnel and services shall be fully insured and the sole responsibility of CLIENT.
- Coordination and any applicable non-pyrotechnic permitting with the local, state or federal government that may hold authority within the Production.
- Costs of all permits required for the presentation of the Production and the event as a whole.
- Provision of a Safety Zone in accordance with applicable standards and all requirements of the authorities having jurisdiction throughout the entire time that the pyrotechnics are at the Site or the load site (if different) on the date of the Production and all set-up and load-out dates, including water security to keep unauthorized people, boats, etc. from entering the Safety Zone.
- General Services including, but not limited to, Site and audience security, fencing, adequate work light, dumpster accessibility, a secure office for PYRO personnel within the venue, secure parking for PYRO vehicles, access to washrooms, tents, equipment storage, hazmat storage, electrical power, fire suppression equipment, access to worksites, necessary credentialing, etc., will be required as necessary.

Holtville High School
755 Olive Ave, Holtville, CA
92250
2", 2.5" & 3" Aerial

NOT TO
SCALE

Aerial site is where Rudy
Shafner did displays in the
Past
Service road south of
Tennis courts

Graduation

Holtville High School

Holtville High School 3" Aerial

All Lines 210'

Melon Rd

Palm Ave

Olive Ave

Myrtle Ave

eEarth

Arakoolia Ave

© 2011 EarthCam
All Rights Reserved

350 18

17

Attachment C

Insurance Coverage

DRAYTON INSURANCE BROKERS, INC.

2500 CENTER POINT ROAD, SUITE 301
BIRMINGHAM, ALABAMA 35215
TELEPHONE: (205) 854-5806

POST OFFICE BOX 94067
BIRMINGHAM, ALABAMA 35220
FAX: (205) 854-5899

CERTIFICATE OF INSURANCE

NO. 012102

We certify that insurance is afforded as stated below. This Certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the insurance policy and the insurance afforded is subject to all the terms, exclusions and conditions of the policy.

INSURER Admiral Insurance Company **POLICY NO.** CA000002771-34

NAMED INSURED Pyro Spectaculars, Inc. Pyro Spectaculars by Souza
 Pyro Events, Inc. Pyro Spectacular Industries, Inc.
 Pyro Spectaculars Productions, Inc. North American Fireworks Co., Inc. (NAFCO)
 P.O. Box 2329 San Diego Fireworks
 Rialto, California 92377

POLICY TERM January 13, 2020 to January 13, 2021; Both Days 12:01 A.M. Standard Time

COVERAGE Commercial General Liability: Occurrence Basis Claims Made Basis

LIMIT OF LIABILITY \$5,000,000 each occurrence, \$10,000,000 general aggregate, \$5,000,000 products/completed operations aggregate
 The limit of liability shall not be increased by the inclusion of more than one insured or additional insured.

INSURED OPERATIONS Public fireworks display and special effects contractor

It is certified that, if named below, this policy includes as Additional Insureds 1) the sponsor(s), promoter(s), organizer(s) (including other entities having similar interests), of insured pyrotechnic events and/or 2) the owner(s) of real property (or barges) at which insured pyrotechnic events are held and/or 3) the owner(s), manager(s), tenant(s), mortgagee(s) (including other entities having similar interests), of buildings, stadiums, arenas and similar facilities at which insured pyrotechnic events are held and/or 4) the licensing or permitting authority, or other authority having jurisdiction, issuing licenses/permits for insured pyrotechnic events and/or 5) any other entity for which the insurance is required to be afforded under written contract. Coverage applies only as respects the legal liability of such Additional Insured(s) for bodily injury and property damage caused by the operations of the Named Insured. The insurance afforded any Additional Insured does not include coverage for any bodily injury or property damage arising from the failure of such Additional Insured to fulfill its obligations specified in its contract with the Named Insured.

**NAME & ADDRESS OF INSURED SPONSORS,
PROPERTY OWNERS, LICENSORS**

**Holtville High School
755 Olive Ave.
Holtville, CA 92250**

ADDITIONAL INSURED(S) Holtville Unified School District, Holtville High School, City of Holtville, Imperial County, Holtville Fire Department and their officers agents and employees when acting in their official capacity as such.

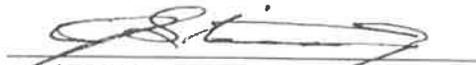
DISPLAY LOCATION
Holtville High School
Holtville, CA

DISPLAY DATE(S)
June 4, 2020

It is certified that this policy requires a 30 day mutual notice of cancellation between the Insurer and the Named Insured. In the event of such cancellation we will endeavor to mail 10 days written notice to the Additional Insured(s), whose name and address is shown hereon, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer and/or the undersigned.

DRAYTON INSURANCE BROKERS, INC.

May 21, 2020
DATE OF ISSUE


A.J. STRINGER, PRESIDENT
CALIFORNIA LICENSE NO. 0A18664

City of Holtville
REPORT TO COUNCIL

MEETING DATE:	<u>05/26/20</u>
ITEM NUMBER	<u>3 c</u>
Approvals	CITY MANAGER 
	FINANCE MANAGER _____
	CITY ATTORNEY _____

DATE ISSUED: May 22, 2020
FROM: Nick Wells, City Manager
SUBJECT: *Sale of Fireworks*

ISSUE:

Shall the City Council approve the request by the Holtville Chamber of Commerce to obtain the Single Vendor Permit for the Sale of “Safe and Sane Fireworks” in Association with 2020 Independence Day Celebrations?

DISCUSSION

Ordinance No. 483 (2014), allows a maximum of one (1) temporary fireworks stand permit to be issued by the City each calendar year. To be eligible to be awarded the permit, the organization must be a local non-profit, tax exempt entity qualified under Section 501(c)(3) of the Internal Revenue Code. The primary purpose for limiting the number of stands to one is to avoid diluting the profits between such organizations. The ordinance allows the sale of fireworks to commence on June 28th and conclude on July 5th at 9:00 p.m., for a total of seven days. From 2013-2019 (except in 2016 when no permit was issued), Holtville Chamber of Commerce has been the vendor issued the permit. The Chamber has once again requested that they be the sole local fireworks vendor.

FISCAL IMPACT:

\$500 permit revenue for the City.

CONCLUSION & RECOMMENDATION

Given that no other group has come forward to request the permit and the limited window of time to complete the state permitting requirements, it is recommended that the Chamber be issued the permit.

ALTERNATIVES

Approve the application or choose not to issue a permit

City of Holtville

REPORT TO COUNCIL

DATE ISSUED: May 22 2020
FROM: Nick Wells, City Manager
SUBJECT: City Manager Update

Meeting Date	<u>05/26/20</u>
Item Number	<u>5 a</u>
City Manager	<u></u>
Finance	_____
City Attorney	_____

INFORMATION ONLY – NO ACTION REQUIRED AT THIS TIME

COVID-19 Coronavirus

As you might expect, much time has been spent on the COVID-19 issue in the past few months, ranging from a few hours a day to nearly an all-consuming level. The City has basically continued to function in a somewhat “normal” capacity, as the services provided are deemed essential and excepted from state and county quarantine orders. We have had multiple staff meetings to discuss contingencies such as loss of key personnel, shift changes, high-volume local infections, etc. ***Discussion has continued to ramp up with regard to “reopening” strategies. I have had meetings with the County CEO and other Valley City Managers almost every other day for the past two weeks regarding the County’s ability to submit a Variance Plan to the state, pursuant to our “Roadmap to Recovery.” Unfortunately, surges in numbers have continued to occur that stymie any effort to progress in the state reopening plan.***

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 application process to receive financing through the Clean Water State Revolving Fund (SRF), we finally got word that the funding had been fully approved in July, 2019, with a fully executed agreement received in late September. THG was selected to work along with Delta Systems to oversee the bidding process.

Staff and THG met with a representative of SRF 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. This will delay the start of construction, but hopefully not impact the overall timeline too significantly, as further design was always necessary at this point. A meeting with a State Water Board representative in March updated them on our progress. Frank reports that he seemed impressed with our progress so far. ***Recent communications indicate that the design work is wrapping up and we can expect completion of that phase in June, moving the project to the bidding phase soon after.***

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

Orchard Road Improvements Project (Orchard Bridge to Fourth Street), Cedar Avenue Sidewalk Improvements Project (Fourth to Fifth Street) and Ninth Street Sidewalk Improvements Project (Oak Avenue to just east of Beale Avenue) – These projects were recently assigned Federal ID#s. There is a short time frame to complete the work, so in order to utilize the allocated funding, the Holt Group was engaged in April to complete design engineering.

PARKS

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. The plans were finally resubmitted to the County in February. We hope to come to resolution soon and put the project out to bid. Staff has spoken with IC Public Works asking to help shepherd the project along as best as possible to avoid future delays. *We have had further communication with the design engineer and there has been some progress, but we are working to speed it up currently.*

Mellinger Alamo River Trail – A trails funding source was brought to our attention last year and a grant application was submitted to help refit the old railroad trestle while affecting repairs from the damage done in the Black Dog fire. We await a response on this.

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 **28** building permits 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>.

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.

DD&E forwarded most of the required initial environmental documents in early 2108 and the Environmental Review Committee met to review and comment on the project. A more extensive environmental examination of CEQA compliance has been completed by a consultant engaged by the proponent and their recommendations have been given to DDE. It is now expected that the project is very close to moving forward soon.

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. The City recently received word that the IID will be partially funding the undergrounding of the last section of open ditch for the Pear canal along Ninth Street, much of which is adjacent to this proposed project. We expect to be working with the project proponents to take advantage of this funding to help mitigate costs to be borne by the project construction. More information will follow in coming months.

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. Construction began on this project in February, 2020, and continues. *Another project is being considered of similar size and composition across Holt from the current construction.*

Torres Mixed Use Development – The owner of Cuchi’s Raspados proposed a mixed use complex on Holt just south of Sixth Street. It will consist of a storefront, along with two apartments intended for her family’s use in the rear of the property. Preliminary site work began in October. An issue developed regarding the setback requirement with respect to the existing neighboring building. They made a request for a variance, which was granted by the Planning Commission and have now made the building footprint marginally smaller to allow for an alley between their retail building and the apartments next door. Construction began on this project in late February.

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. The builder (NNN Development), submitted their completed packet to Dollar General and was given the green light to proceed in July, 2019. 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, 2019, and after some comments, returned to the builder. The developer has now taken possession of the property and materials for construction have begun arriving on the site. Final plan approval is currently in process. The building permit was officially issued in April, and *demolition activities began last week.*

AMG Third Street Senior Apartments (± 33) – A second apartment project by AMG has been proposed in the area of Third and Grape. The City was asked to apply for HOME grant funding for the project. That application has been completed and submitted.

Census 2020 –Holtville continues to lead Imperial County in response rate! We need to keep up our efforts – stay engaged!

Self-Response Rates as of May 21, 2020:	National: 59.9%	Holtville: 67.1%
	California: 61.0%	Imperial: 63.9%
	Imperial County: 51.4%	Brawley: 59.2%
		El Centro: 59.1%
		Calexico: 59.1%

MEETINGS & EVENTS RECENTLY ATTENDED:

- 05/11/20 Management Meeting City Hall
- 05/12/20 CCMA Meeting with County CEO *re: COVID-19 Recovery* Web Conference
- 05/13/20 ICTC Management/CCMA Meeting Web Conference
- 05/13/20 Imperial County Cool Center Preparedness Teleconference
- 05/14/20 CCMA Meeting with County CEO *re: COVID-19 Recovery* Web Conference
- 05/14/20 IMBA Board Meeting Web Conference
- 05/18/20 Management Meeting City Hall
- 05/18/20 CCMA Meeting with County Health *re: Recovery Variance Proposal* Web Conference
- 05/19/20 HCD CDBG COVID-19 Funding Usage Web Conference
- 05/20/20 New River Improvement Project Status Call Web Conference
with County Stakeholders & Assemblyman Eduardo Garcia
- 05/20/20 CCMA/County CEO Meeting *re: COVID-19 Recovery Variance* Web Conference

UPCOMING EVENTS:

- 05/26/20 Management Meeting City Hall
- 05/26/20 CCMA Meeting with County CEO *re: COVID-19 Recovery* Web Conference
- 05/26/20 Holtville City Council Meeting City Hall
- 06/01/20 Management Meeting City Hall
- 06/08/20 Management Meeting
- 06/08/20 Holtville City Council Meeting City Hall
- 06/10/20 CCMA/ICTC Management Meeting TBD
- 06/15/20 Holtville Planning Commission Meeting City Hall
- 06/22/20 Holtville City Council Meeting City Hall
- 07/13/20 Holtville City Council Meeting (*Potentially Dark*) City Hall
- 07/27/20 Holtville City Council Meeting City Hall
- 08/10/20 Holtville City Council Meeting (*Potentially Dark*) City Hall
- 08/24/20 Holtville City Council Meeting City Hall

Most future events cancelled or on hold

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>05/26/20</u>
ITEM NUMBER	<u>5 b</u>
Approvals	CITY MANAGER 
	FINANCE MANAGER _____
	CITY ATTORNEY _____

DATE ISSUED: May 21, 2020
FROM: Kariza Preciado, Finance Supervisor
SUBJECT: Mid-Year Budget Review

INFORMATION ONLY – NO ACTION REQUIRED AT THIS TIME

General Fund

As of May 21, 2020 the General Fund has a \$286,213 revenue surplus. General Fund revenues are at \$3,017,315 which is 100% of its projected revenue to date and \$2,731,103 or 96% of its total budgeted expenditures. The City's top ten General Fund revenues account for 68% of the total GF revenues budgeted. We have received their projected amounts in whole.

Water Fund

The water fund is seeing a revenue surplus of \$148,073. This is due to normal business activity. The total revenues collected as of May 21, 2020 are \$1,509,208 or 98% of the total budgeted amount and the total expenditures are \$1,361,135 or 93% of the total budgeted amount.

Sewer Fund

As of May 21, 2020, Sewer has a revenue surplus of \$187,870. Business activities have continued normally with total revenues at 92% or \$1,381,757 of the total budgeted amount and expenditures at 90% or \$1,193,887. Since Holtville is the only dump station currently open in the valley due to COVID-19 closures the sewer plant has seen an increase in dumpers. The City has received \$175,750 of the \$160,000 total budgeted revenue for truck disposal services.

Trash

The total revenues for the month of May 2020 are \$12,493 to \$19,242 in expenditures

Census 2020 Update

As of May 21, 2020, Holtville has a self-response rate of 67.1% which has increased 5% since last council meeting. We continue to have the highest average rate in the Imperial County. The accurate count of all people affects the entire community so I encourage you to call or text fellow Holtville residents and encourage them to participate. Let's continue to increase Holtville's self-response rate and stay at the top of the count race.

Respectfully submitted,



Kariza Preciado

City of Holtville

REPORT TO CITY COUNCIL

MEETING DATE:	<u>05/26/20</u>
ITEM NUMBER	<u>5 c</u>
Approvals	CITY MANAGER 
	FINANCE MANAGER _____
	CITY ATTORNEY _____

DATE ISSUED: May 19, 2020
FROM: Alex Silva, Fire Chief
SUBJECT: Monthly Report for April, 2020

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

During these unprecedented times, we continue to do the best possible job for our city. First and foremost, I want to thank my firefighters for the fabulous job they continue to do. Thank you HFD. We utilize full PPE for all medical calls, keep our staff and patients safe at all time. We try to clean the city park's jungle gym at least every 3rd day to ensure our kids games are cleaned. We are trying to get back to some kind of "New Normal" operations. Beginning the month of May, Raylene began doing abatements from inside the truck. The following is the monthly report for the month of April 2020.

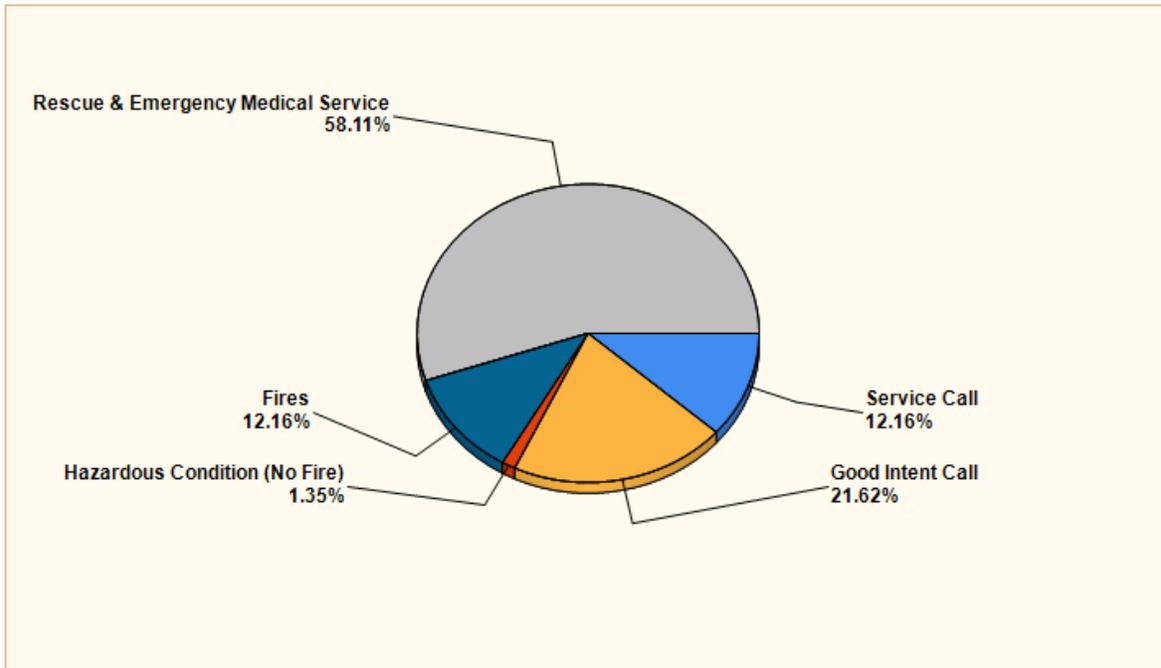
The following is the monthly report for April, 2020

Emergency calls	78
Training hours (Online training)	124
Residential inspections	0
Commercial inspections	0

Cordially submitted



Alex Silva, Fire Chief



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	9	12.16%
Rescue & Emergency Medical Service	43	58.11%
Hazardous Condition (No Fire)	1	1.35%
Service Call	9	12.16%
Good Intent Call	16	21.62%
TOTAL	78	100.00%

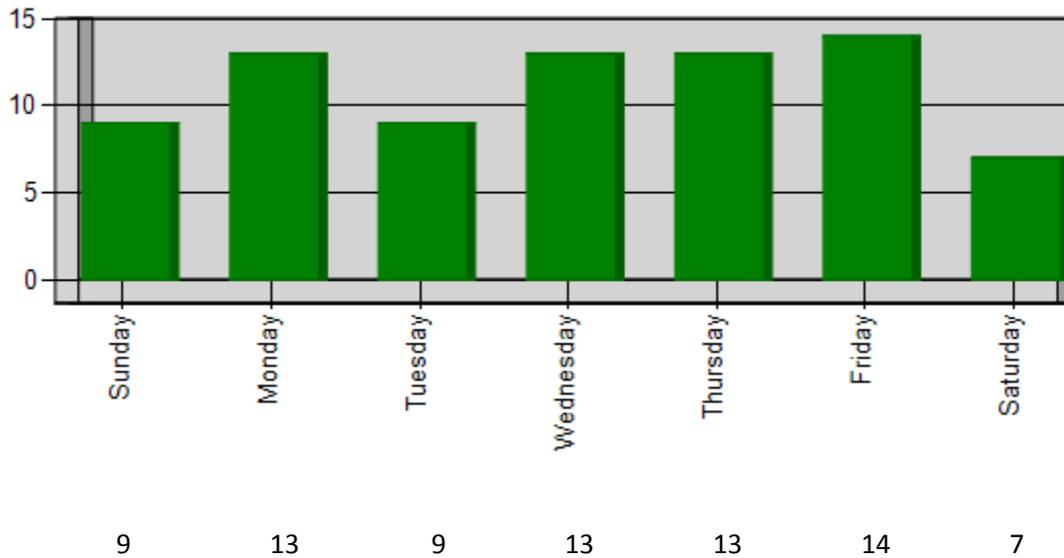
ACTION TAKEN	# INCIDENTS	PERCENTAGE
11 - Extinguishment by fire service personnel	9	11.54%
12 - Salvage & overhaul	4	5.13%
23 - Extricate, disentangle	1	1.28%
24 - Recover body	1	1.28%
31 - Provide first aid & check for injuries	7	8.97%
32 - Provide basic life support (BLS)	48	61.54%
45 - Remove hazard	1	1.28%
46 - Decontaminate persons or equipment	1	1.28%
55 - Establish safe area	4	5.13%
71 - Assist physically disabled	1	1.28%
73 - Provide manpower	2	2.56%
74 - Provide apparatus	2	2.56%
84 - Refer to proper authority	1	1.28%
86 - Investigate	6	7.69%
87 - Investigate fire out on arrival	1	1.28%
93 - Cancelled en route	13	16.67%

TOTAL: 102

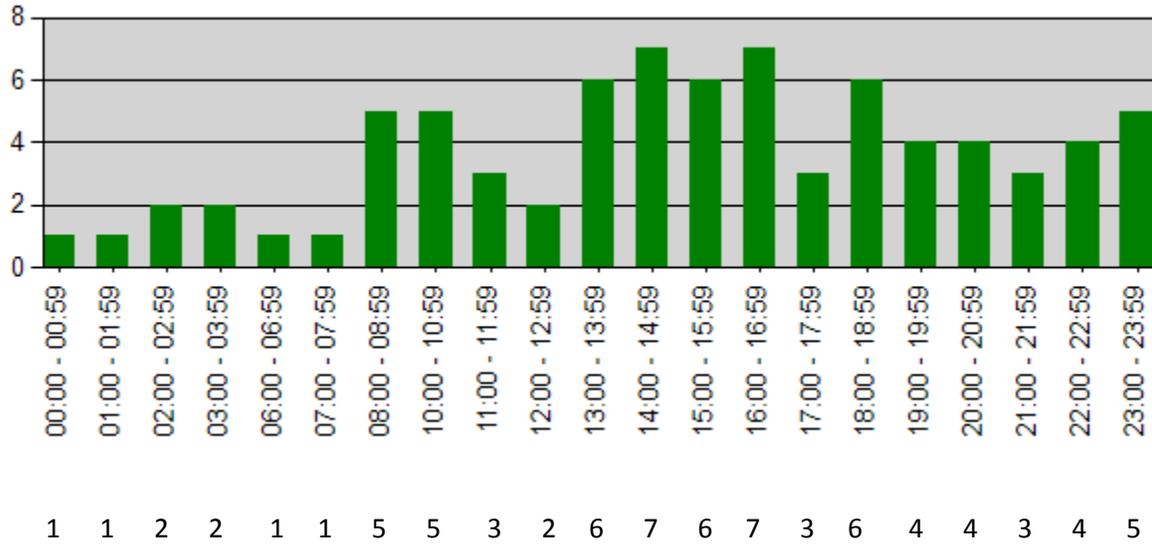
TOTAL INCIDENTS	TOTAL PROPERTY LOSS	TOTAL CONTENT LOSS	TOTAL LOSSES	AVERAGE LOSS
3	\$950,000.00	\$1,126,000.00	\$2,076,000.00	\$692,000.00

INCIDENT NUMBER	DATE	Incident Type	PROPERTY LOSS	CONTENT LOSS	TOTAL	% of Total
2020-263	04/08/2020	111 - Building fire	\$200,000.00	\$1,100,000.00	\$1,300,000.00	62.62%
2020-285	04/17/2020	322 - Motor vehicle accident with injuries	\$250,000.00	\$1,000.00	\$251,000.00	12.09%
2020-318	04/30/2020	121 - Fire in mobile home used as fixed residence	\$500,000.00	\$25,000.00	\$525,000.00	25.29%

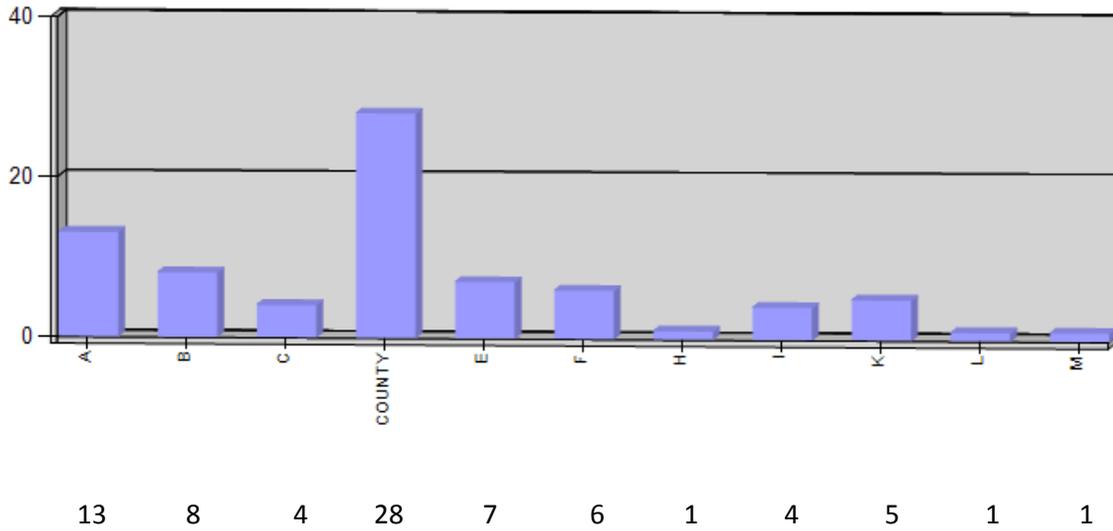
Days of the week



Hours of the day



Zones



City of Holtville
REPORT TO CITY COUNCIL

MEETING DATE:	<u>05/26/20</u>
ITEM NUMBER	<u>5 d</u>
Approvals	CITY MANAGER <u></u>
	FINANCE MANAGER _____
	CITY ATTORNEY _____

DATE ISSUED: May 20, 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 05/06/20 and 05/20/20

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

WATER TREATMENT PLANT:

- Staff completed repairs to calcium hypochlorite (chlorine) tablet feeder and put in service
- Staff replaced plugged pre-chlorine chem feed injectors and tubing lines
- Staff took all routine samples, completed all regulatory reports, and maintained operational records as required.

WASTEWATER TREATMENT PLANT:

- Staff completed installation of clarifier sump blow-off air and water lines on South Clarifier
- 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