

**AGENDA**  
**REGULAR MEETING OF THE HOLTVILLE CITY COUNCIL**  
**121 WEST FIFTH STREET, HOLTVILLE, CALIFORNIA**

**September 8, 2014**

**OPEN SESSION**  
**6:00 PM**

**David Bradshaw, Mayor**  
**Ginger Ward, Mayor Pro Tem**  
**Mike Goodsell, Council Member**  
**Jim Predmore, Council Member**  
**Richard Layton, Council Member**

**Steve Walker, City Attorney**  
**Denise Garcia, Interim City Clerk**  
**Alex Meyerhoff, City Manager**  
**Pete Mellinger, City Treasurer**

**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 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**

**CLOSED SESSION 5:30 PM**

**PUBLIC EMPLOYEE PERFORMANCE EVALUATION/DISCIPLINE/DISMISSAL/RELEASE:**

*(Government Code Section 54957(b) 1)*

**TITLE: City Clerk**

**PUBLIC EMPLOYMENT:**

*(Government Code Section 54957.6)*

**City Manager Evaluation**  
**Employment Agreement**

**CONFERENCE WITH LABOR NEGOTIATORS:**

*(Government Code Section 54957.6)*

**Agency Negotiator: City Manager/City Attorney**  
**Classified Employees**

**CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION:**

*(Government Code Section 54956.9(a))*

**City of Holtville vs. Black Dog Farms**  
**City of Holtville vs. Willowbend Mobile Home Park**

**CONFERENCE WITH REAL PROPERTY NEGOTIATORS:**

*(Government Code Section 54956.9)*

**Property: APN 045-100-052, 045-204-015, 045-204-016, 045-243-004, 045-244-001, 045-261-039, 045-281-004, 045-292-016, 045-293-006, 045-293-007, 045-294-004, 045-330-060**

**Agency Negotiators: City Manager and City Attorney**  
**Under Negotiation: Price and Terms of Payment**

**Property: Segments of Orange Avenue and Walnut Avenue Alley Way**

**Agency Negotiators: City Manager and City Attorney**

**Under Negotiation: Price and Terms of Payment for Licensing Agreement for Use of Public Right of Way with Bornt/IV Milling**

**CITY COUNCIL: Meeting Called To Order**

**INVOCATION:**

**PLEDGE OF ALLEGIANCE:**

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

**EXECUTIVE SESSION ANNOUNCEMENTS: Steve Walker, City Attorney**

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

**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.*

1. Approval of the Minutes from the City Council Meeting of August 25, 2014.
2. Current Demands #33618 To #33667.

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

**UNFINISHED BUSINESS:**

3. **Discussion/Related Action to Adopt Resolution 14-30** Implementing the 2014 Statewide Emergency Water Conservation Regulations – Alexander Meyerhoff, City Manager

**NEW BUSINESS:**

4. **Discussion/Related Action to Adopt Resolution 14-34** Consenting to the Inclusion of Properties within the City's Jurisdiction in the California HERO Program to Finance Distributed Generation Renewable Energy Sources, Energy and Water Efficiency Improvements and Electric Vehicle Charging Infrastructure and Approving an Amendment to the Joint Powers Agreement Related Thereto – Alex Meyerhoff, City Manager
5. **Discussion/Related Action** to Review Scope and Authorize a Bid Advertisement for the 5<sup>th</sup> Street (Phase II) Project Along the North Side of the SR 115 and Grape Avenue Intersection – Justina Arce, City Planner

**INFORMATION ONLY:**

6. City Manager Report – Alex Meyerhoff
  - a. Finance Manager – Nick Wells
  - b. Police Chief – Manuel DeLeon
  - c. Public Works Foreman – Alex Chavez
  - d. Water/Wastewater Supervisor – Frank Cornejo

**ADJOURNMENT:**

I, Denise Garcia, Interim City Clerk of the City of Holtville, California, **DO HEREBY CERTIFY** that the foregoing agenda was duly posted at Holtville City Hall on September 5, 2014.

①  
**THE MINUTES OF THE REGULAR MEETING OF THE HOLTVILLE  
CITY COUNCIL  
August 25, 2014**

The regular meeting of the Holtville City Council was held on Monday, August 25, 2014 at 5:00 p.m. in the Civic Center. Council Members present were David Bradshaw, Richard Layton, Ginger Ward, Goodsell and Jim Predmore. Staff members present were Alex Meyerhoff, Denise Garcia, Nick Wells, Alex Silva. City Attorney Steve Walker, City Engineer Jack Holt and City Planner Justina Arce were also present. City Treasurer Pete Mellinger was absent.

**CITY COUNCIL CLOSED SESSION MEETING CALLED TO ORDER:**  
Mayor Bradshaw called the meeting to order at 5:10 p.m.

<b>MEETING DATE:</b>	9-8-14
<b>APPROVED FOR AGENDA</b>	
<b>CITY MANAGER</b>	
<b>FINANCE MANAGER</b>	
<b>CITY ATTORNEY</b>	

**CITY COUNCIL OPEN SESSION MEETING CALLED TO ORDER:**  
Mayor Bradshaw called the meeting to order at 6:06 p.m.

**INVOCATION:**  
Mike Goodsell led the invocation.

**PLEDGE OF ALLEGIANCE:**  
The Pledge of Allegiance was led by Mayor Bradshaw

**CITY CLERK RE: VERIFICATION OF POSTING OF AGENDA:**  
The Interim City Clerk verified that the agenda was duly posted on August 22, 2014.

**EXECUTIVE SESSION ANNOUNCEMENTS:**  
None

**PUBLIC EMPLOYEE PERFORMANCE EVALUATION/DISCIPLINE/DISMISSAL/RELEASE:**  
*(Government Code Section 54957(b)1)*  
TITLE: City Clerk  
No Reportable Action Taken.

**PUBLIC EMPLOYMENT:**  
*(Government Code Section 54957.6)*  
City Manager Evaluation  
Employment Agreement  
No Reportable Action Taken.

**CONFERENCE WITH LABOR NEGOTIATORS:**  
*(Government Code Section 54957.6)*  
Agency Negotiator: City Manager/City Attorney  
Classified Employees  
No Reportable Action Taken.

**CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION:**  
*(Government Code Section 54956.9(a))*  
City of Holtville vs. Black Dog Farms  
City of Holtville vs. Willowbend Mobile Home Park  
No Reportable Action Taken.

**CONFERENCE WITH REAL PROPERTY NEGOTIATORS:**  
*(Government Code Section 54956.9)*  
Property: APN 045-330-034-000 (640 E. 3<sup>rd</sup> Street, Space 5)  
Agency Negotiators: City Manager and City Attorney  
Under Negotiation: Price and Terms of Payment  
No Reportable Action Taken.

Property: APN 045-100-052, 045-204-015, 045-204-016, 045-243-004, 045-244-001, 045-261-039, 045-281-004, 045-292-016, 045-293-006, 045-293-007, 045-294-004, 045-330-060

Agency Negotiators: City Manager and City Attorney

Under Negotiation: Price and Terms of Payment

No Reportable Action Taken.

### **PUBLIC COMMENTS:**

David Dale of Dynamic Consulting Engineers distributed maps to Council and gave a verbal status update on the progress of the Outfall Mine Pipeline Project.

### **CONSENT AGENDA:**

**1. Approval of the Regular Minutes of the City Council Meeting of July 28, 2014.**

**2. Current Demands #33501 To #33617.**

A motion was made by Mr. Layton and seconded by Mrs. Ward to approve Consent Agenda items 1 and

2. Council Member Goodsell abstained.

AYES: Goodsell, Bradshaw, Layton, Ward, Predmore

NOES: None

ABSENT: None

ABSTAIN: None

### **REPORTS OF OFFICERS, COMMISSIONS, COMMITTEES AND COMMUNIQUES:**

Interim City Clerk Denise Garcia reported that she had been out of the office but very busy on vacation. She stated that she took her oldest daughter to New Mexico State University, her youngest daughter to Kindergarten, and was preparing her middle daughter for her Junior year at Holtville High School and her son, the youngest, for Preschool.

Council Member Layton reported that he attended the Back to School luncheon for Holtville teachers at the Swiss Club.

Council Member Ward reported that she attended the Back to School luncheon for Holtville teachers at the Swiss Club and that she will be attending the League of Cities Conference in Los Angeles next week.

Mayor Bradshaw reported that he attended the Back to School luncheon for Holtville teachers at the Swiss Club.

Council Member Predmore reported that he attended the Back to School luncheon for Holtville teachers at the Swiss Club and that he will be attending the League of Cities Conference in Los Angeles next week. He also informed Council that he will be representing the Imperial Valley on the Regional Council at the League Conference.

Council Member Goodsell reported that he attended the Back to School luncheon for Holtville teachers at the Swiss Club and that he visited Ohio on vacation. He also stated that he was on the same flight leaving San Diego as former Planning Commission member Jerry Brittsan.

City Engineer Jack Holt provided information on the 9<sup>th</sup> Street Undergrounding of the Canal from Cedar to Palm stating that the project has been postponed for at least one week.

### **UNFINISHED BUSINESS:**

**3. Discussion/Related Action to Adopt Resolution #14-14 approving Sub Grant Agreement between the City of Holtville and the North American Development Bank for the Wastewater Treatment plant Improvement Project – Justina Arce, City Planner**

A motion was made by Mr. Predmore and seconded by Mrs. Ward to Adopt Resolution #14-14 approving Sub Grant Agreement between the City of Holtville and the North American Development Bank for the Wastewater Treatment plant Improvement Project.

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

4. **Discussion/Related Action to Adopt Resolution 14-30 Implementing the 2014 Statewide Emergency Water Conservation Regulations – Alexander Meyerhoff, City Manager**  
This Item was Tabled.

**NEW BUSINESS:**

5. **Discussion Discussion/Related Action regarding the Recent Water Main Break – Frank Cornejo, Water/Wastewater Supervisor**

Mr. Cornejo provided Council with information regarding the main water break and the second water break that occurred two weeks later. This item was information only; no action taken.

6. **Discussion/Related Action to Adopt Resolution #14-31 Awarding the Construction Management Services for the 4<sup>th</sup> Street Improvements along the North Side Between Cedar Avenue and Palm Avenue – Justina Arce, City Planner**

A motion was made by Mr. Layton and seconded by Mrs. Ward to Adopt Resolution #14-31 Awarding the Construction Management Services for the 4<sup>th</sup> Street Improvements along the North Side Between Cedar Avenue and Walnut Avenue to The Holt Group for the Bid Amount of \$65,820.00.

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

7. **Discussion/Related Action to Adopt Resolution #14-32 Awarding the Independent Assurance Program (IAP) Contract for the 4<sup>th</sup> Street Improvements along the North Side Between Cedar Avenue and Walnut Avenue – Justina Arce, City Planner**

A motion was made by Mr. Goodsell and seconded by Mr. Predmore to Adopt Resolution #14-32 Awarding the Independent Assurance Program (IAP) Contract for the 4<sup>th</sup> Street Improvements along the North Side Between Cedar Avenue and Walnut Avenue to Sierra Material Testing & Inspection for the Bid Amount of \$6,965.00.

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

8. **Discussion/Related Action to Adopt Resolution #14-33 Awarding the Construction Contract for the 4<sup>th</sup> Street Improvements along the North Side Between Cedar Avenue and Walnut Avenue – Justina Arce, City Planner**

A motion was made by Mrs. Ward and seconded by Mr. Bradshaw to Adopt Resolution #14-33 Awarding the Construction Contract for the 4<sup>th</sup> Street Improvements along the North Side Between Cedar Avenue and Walnut Avenue to Hazard Construction Company for the Bid Amount of \$479,575.00

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

**INFORMATION ONLY:**

**9. Information Only Regarding Non-Conforming Sub-Collector connected to the City's Sanitary Sewer Outfall Main Project – Justina Arce, City Planner**  
This item was information only; no action taken.

**10. City Manager Report – Alex Meyerhoff**  
a. **Finance Manager – Nick Wells**  
b. **Fire Chief – Alex Silva**  
c. **Police Chief – Manuel DeLeon**  
d. **Public Works Foreman – Alex Chavez**

**Staff Reports**

Written reports were provided by the following: City Manager, Finance Manager, Police Chief, Fire Chief, and Public Works Foreman. Mr. Meyerhoff reviewed his written report provided to Council. It was suggested that a date be set for Council to hold a Special Joint Meeting with the Planning Commission in September to discuss the General Plan.

**ADJOURNMENT:**

There being no further business to come before Council, Mayor Bradshaw adjourned the meeting at 7:17 p.m.

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David Bradshaw, Mayor

\_\_\_\_\_  
Denise Garcia, Interim City Clerk

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# CITY OF HOLTVILLE

## Monthly Check Register

MEETING DATE:	9-8-14
Page:	1
APPROVED FOR AGENDA	
CITY MANAGER	
FINANCE MANAGER	<i>AM</i>
CITY ATTORNEY	

Date : 9/5/2014 11:54:32 AM  
 User Name : Lee Ann

Calendar Month/Year : <ALL> <ALL>

Fund	Transaction	Due Date	Invoice Number	Description	PO Number	Amount
Check Number : 33618      Check Date : 8/27/2014 Vendor : 1065 ACME SAFETY & SUPPLY CO.						
10	63640	8/26/2014	91488	BARRICADE LIGHTS AND CAUTION		PW 261.90
Invoice Amount : 261.90		Discount Amount : 0.00		Check Amount :		261.90
Check Number : 33619      Check Date : 8/27/2014 Vendor : 2149 ACME STAFFING						
11	63628	8/26/2014	17371	TEMPORARY EMPLOYEE		PW 1,607.27
Invoice Amount : 1,607.27		Discount Amount : 0.00		Check Amount :		1,607.27
Check Number : 33620      Check Date : 8/27/2014 Vendor : 8041 AFLAC						
10	63712	8/27/2014	113436	INSURANCE PREMIUM		Admin 122.81
Invoice Amount : 122.81		Discount Amount : 0.00		Check Amount :		122.81
Check Number : 33621      Check Date : 8/27/2014 Vendor : 1107 AIRGAS WEST						
10	63634	8/26/2014	9030378595	SWEAT BANDS FOR WELDING HELI		PW 5.21
11	63634	8/26/2014	9030378595	SWEAT BANDS FOR WELDING HELI		
12	63634	8/26/2014	9030378595	SWEAT BANDS FOR WELDING HELI		
Invoice Amount : 15.64		Discount Amount : 0.00		Check Amount :		15.64
Check Number : 33622      Check Date : 8/27/2014 Vendor : 7985 ALEJANDRO CHAVEZ						
11	63705	8/27/2014	493260	PHONE CLIP		PW 10.79
12	63705	8/27/2014	493260	PHONE CLIP		
Invoice Amount : 21.59		Discount Amount : 0.00		Check Amount :		21.59
Check Number : 33623      Check Date : 8/27/2014 Vendor : 8093 AMERICAN PLANNING ASSOCIATION						
10	63671	8/26/2014	090441-1454	MEMBERSHIP		Admin 555.00
Invoice Amount : 555.00		Discount Amount : 0.00		Check Amount :		555.00
Check Number : 33624      Check Date : 8/27/2014 Vendor : 1393 ANALYTICAL TECHNOLOGY, INC.						
11	63627	8/26/2014	112631	CHLORINE SYSTEM NO FLOW CELL		PW 3,036.29
Invoice Amount : 3,036.29		Discount Amount : 0.00		Check Amount :		3,036.29
Check Number : 33625      Check Date : 8/27/2014 Vendor : 4617 BAJA DESERT TIRE						
11	63664	8/26/2014	26170	TIRE; WHEEL BALANCE		PW 123.11
12	63664	8/26/2014	26170	TIRE; WHEEL BALANCE		
11	63665	8/26/2014	26007	TIRES FOR BACKHOE; SERVICE CA		
12	63665	8/26/2014	26007	TIRES FOR BACKHOE; SERVICE CA		
Invoice Amount : 720.03		Discount Amount : 0.00		Check Amount :		720.03
Check Number : 33626      Check Date : 8/27/2014 Vendor : 8166 BOUNDTREE						
10	63674	8/26/2014	81472448	MEDICAL SUPPLIES		FD 1,175.81
10	63675	8/26/2014	81415453	MEDICAL SUPPLIES		
Invoice Amount : 1,601.12		Discount Amount : 0.00		Check Amount :		1,601.12
Check Number : 33627      Check Date : 8/27/2014 Vendor : 1710 BRITHINEE ELECTRIC						
11	63619	8/26/2014	S102590	CONTROL/FIELD SERVICE LABOR		PW 968.00
Invoice Amount : 968.00		Discount Amount : 0.00		Check Amount :		968.00
Check Number : 33628      Check Date : 8/27/2014 Vendor : 1534 CAL-GRADE, INC						
10	63638	8/26/2014	6049	CLASS II BASE; CRUSHER FINES		PW 924.18
Invoice Amount : 924.18		Discount Amount : 0.00		Check Amount :		924.18

## CITY OF HOLTVILLE

### Monthly Check Register

Date : 9/5/2014 11:54:32 AM

User Name : Lee Ann

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

Fund	Transaction	Due Date	Invoice Number	Description	PO Number	Amount
Check Number	: 33629	Check Date	: 8/27/2014			
Vendor	: 8119 CITY OF IMPERIAL					
10	63709	8/27/2014	1630	PLAN CHECK FEES FOR JULY 2014	Bldg/Plan	233.00
Invoice Amount	: 233.00	Discount Amount	: 0.00	Check Amount	:	233.00
Check Number	: 33630	Check Date	: 8/27/2014			
Vendor	: 2320 COUNTY MOTOR PARTS					
11	63648	8/26/2014	169887	BATTERY		56.95
12	63648	8/26/2014	169887	BATTERY		56.95
12	63654	8/26/2014	172074	WD40; FUNNEL	PW	28.71
10	63680	8/26/2014	171944	OIL		45.92
10	63690	8/26/2014	171781	DASH MAT; OIL		94.34
Invoice Amount	: 282.87	Discount Amount	: 0.00	Check Amount	:	282.87
Check Number	: 33631	Check Date	: 8/27/2014			
Vendor	: 4609 DION INTERNATIONAL					
10	63691	8/26/2014	CW28986 FINAL	REPAIRS TO FIRE TRUCK	FD	116.25
Invoice Amount	: 116.25	Discount Amount	: 0.00	Check Amount	:	116.25
Check Number	: 33632	Check Date	: 8/27/2014			
Vendor	: 4559 FASTENAL					
11	63637	8/26/2014	166584	REPAIR PARTS	PW	19.63
Invoice Amount	: 19.63	Discount Amount	: 0.00	Check Amount	:	19.63
Check Number	: 33633	Check Date	: 8/27/2014			
Vendor	: 1536 FERGUSON ENTERPRISES, INC. #8423					
11	63636	8/26/2014	0483942	REPAIR CLAMPS		1,608.94
11	63647	8/26/2014	1015779	BENDS; CAPS; COUP; BUSH; SHOVI	PW	285.86
11	63668	8/26/2014	999990	PVC BEND; PVC WYE		46.21
Invoice Amount	: 1,941.01	Discount Amount	: 0.00	Check Amount	:	1,941.01
Check Number	: 33634	Check Date	: 8/27/2014			
Vendor	: 4662 FERNANDO RUIZ, INC.					
10	63630	8/26/2014	121389	SAFETY TRAINING		235.00
11	63630	8/26/2014	121389	SAFETY TRAINING	PW	235.00
12	63630	8/26/2014	121389	SAFETY TRAINING		235.00
Invoice Amount	: 705.00	Discount Amount	: 0.00	Check Amount	:	705.00
Check Number	: 33635	Check Date	: 8/27/2014			
Vendor	: 7853 GAS COMPANY					
11	63635	8/26/2014	SEPT. 2014	FUEL	PW	38.41
Invoice Amount	: 38.41	Discount Amount	: 0.00	Check Amount	:	38.41
Check Number	: 33636	Check Date	: 8/27/2014			
Vendor	: 8317 GEORGINA CAMACHO					
10	63717	8/27/2014	2014 LEAGUE CO	LEAGUE OF CITIES CONF. AND Travel	Council	585.00
Invoice Amount	: 585.00	Discount Amount	: 0.00	Check Amount	:	585.00
Check Number	: 33637	Check Date	: 8/27/2014			
Vendor	: 1475 GIBSON & SCHAEFER					
11	63643	8/26/2014	54988	CONCRETE FOR FOURTH STREET.	PW	1,852.90
Invoice Amount	: 1,852.90	Discount Amount	: 0.00	Check Amount	:	1,852.90
Check Number	: 33638	Check Date	: 8/27/2014			
Vendor	: 1471 HD SUPPLY WATERWORKS, LTD					
11	63639	8/26/2014	C834216	WATER LINE REPAIR PARTS		1,404.61
11	63644	8/26/2014	C804087	BRASS NIPPLE; THRD RW GV OL OI	PW	444.20
11	63652	8/26/2014	C800097	REPAIR PARTS FOR WATER LINE		1,362.66
Invoice Amount	: 3,211.47	Discount Amount	: 0.00	Check Amount	:	3,211.47

## CITY OF HOLTVILLE

### Monthly Check Register

Date : 9/5/2014 11:54:32 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 : 33639      Check Date : 8/27/2014</b>						
<b>Vendor : 1385 HINDERLITER deLLAMAS &amp; ASSOCIATES</b>						
10	63710	8/27/2014	0020710	CONTRACT SERVICES PROPERTY	Admin	750.00
<b>Invoice Amount : 750.00</b>		<b>Discount Amount : 0.00</b>		<b>Check Amount :</b>		<b>750.00</b>
<b>Check Number : 33640      Check Date : 8/27/2014</b>						
<b>Vendor : 1638 HOME DEPOT/GECF</b>						
12	63670	8/26/2014	9973420	WINDOW UNIT FOR WWTP		444.39
11	63702	8/27/2014	15583	IMPACT WRENCH; DIGITAL LASER I	PW	241.38
12	63702	8/27/2014	15583	IMPACT WRENCH; DIGITAL LASER I		241.38
<b>Invoice Amount : 927.15</b>		<b>Discount Amount : 0.00</b>		<b>Check Amount :</b>		<b>927.15</b>
<b>Check Number : 33641      Check Date : 8/27/2014</b>						
<b>Vendor : 1121 I.V. PAINTS</b>						
10	63650	8/26/2014	340678B	GLASS BEADS FOR STREET PAINTI	PW	86.29
<b>Invoice Amount : 86.29</b>		<b>Discount Amount : 0.00</b>		<b>Check Amount :</b>		<b>86.29</b>
<b>Check Number : 33642      Check Date : 8/27/2014</b>						
<b>Vendor : 1027 IMPERIAL STORES</b>						
12	63625	8/26/2014	539355	EXT. CORDS; BOLTS		63.83
12	63626	8/26/2014	539306	LOCKS; KEYS; BROOMS; BOLTS; W		211.99
11	63645	8/26/2014	539847	CONCRETE; GLOVES; BUCKET		78.55
11	63651	8/26/2014	539011	REPAIR PARTS		47.29
10	63657	8/26/2014	538846	PVC; ELL		16.03
11	63658	8/26/2014	539555	PVC BUSH; COUPLING		3.65
11	63659	8/26/2014	539552	HOSE BIB		13.40
11	63660	8/26/2014	539347	KEYS		3.72
12	63660	8/26/2014	539347	KEYS		3.73
11	63661	8/26/2014	539506	ELLS SXS		4.71
11	63662	8/26/2014	539532	PLUG; SLIP CAP		6.74
10	63663	8/26/2014	539105	BATTERIES		17.90
10	63666	8/26/2014	539024	DUAL CUT LOPPERS; WASP SPRAY		77.18
10	63672	8/26/2014	539708	SPRAY ADHESIVE		13.32
10	63673	8/26/2014	539700	CARPET CLEANER		68.27
10	63676	8/26/2014	539521	CLEANING SUPPLIES		15.77
10	63677	8/26/2014	539638	VEHCILE WASH; VACUUM BAGS		13.56
10	63678	8/26/2014	539525	WET DRY PAPER; NAILS		16.52
10	63679	8/26/2014	539523	DRILL / IMPACT KIT;		129.56
10	63681	8/26/2014	539257	DETERGENT		9.49
10	63682	8/26/2014	538925	DETERGENT		9.49
10	63683	8/26/2014	539026	PROPANE GAS		11.84
10	63684	8/26/2014	539312	VEHICLE WASH		6.79
10	63685	8/26/2014	539293	TIRE FOAM; CARPET CLEANER		11.48
10	63686	8/26/2014	539209	POCKET LIGHT; EPOXY WELD		18.33
10	63687	8/26/2014	539356	TRASH BAGS		16.19
10	63688	8/26/2014	539371	VEHICLE WASH		6.79
10	63689	8/26/2014	539432	BATTERIES; POCKET LIGHT; TOTE;		112.40
10	63697	8/27/2014	539854	CLEANING SUPPLIES		22.00
<b>Invoice Amount : 1,030.52</b>		<b>Discount Amount : 0.00</b>		<b>Check Amount :</b>		<b>1,030.52</b>
<b>Check Number : 33643      Check Date : 8/27/2014</b>						
<b>Vendor : 1757 IMPERIAL VALLEY ENVIRONMENTAL LAB</b>						
12	63623	8/26/2014	6951	LAB ANALYSIS	PW	244.00
12	63629	8/26/2014	6968	LAB ANALYSIS		1,587.00
<b>Invoice Amount : 1,831.00</b>		<b>Discount Amount : 0.00</b>		<b>Check Amount :</b>		<b>1,831.00</b>

## CITY OF HOLTVILLE

### Monthly Check Register

Date : 9/5/2014 11:54:32 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 : 33644      Check Date : 8/27/2014</b> <b>Vendor : 1148 IMPERIAL VALLEY PRESS, ASSOCIATED DESERT NEWSPAPER</b>						
10	63707	8/27/2014	0173438	NEWSPAPER SUBSCRIPTION (1YEAR)		120.00
<b>Invoice Amount : 120.00      Discount Amount : 0.00      Check Amount : 120.00</b>						
<b>Check Number : 33645      Check Date : 8/27/2014</b> <b>Vendor : 2333 INTERNATIONAL FLOW TECHNOLOGIES, INC.</b>						
11	63642	8/26/2014	72428	LINESTOP FITTING FOR WATER LINE		5,850.00
<b>Invoice Amount : 5,850.00      Discount Amount : 0.00      Check Amount : 5,850.00</b>						
<b>Check Number : 33646      Check Date : 8/27/2014</b> <b>Vendor : 8106 JAMES PREDMORE</b>						
10	63616	8/26/2014	2014 LEAGUE OF	LEAGUE OF CITIES CONFERENCE (		1,345.81
<b>Invoice Amount : 1,345.81      Discount Amount : 0.00      Check Amount : 1,345.81</b>						
<b>Check Number : 33647      Check Date : 8/27/2014</b> <b>Vendor : 8080 JARED PREECE OVERHEAD DOOR</b>						
10	63667	8/26/2014	12-418	FURNISH AND INSTALL ROLL UP DOOR		1,865.00
<b>Invoice Amount : 1,865.00      Discount Amount : 0.00      Check Amount : 1,865.00</b>						
<b>Check Number : 33648      Check Date : 8/27/2014</b> <b>Vendor : 7705 JASON TUTTLE</b>						
11	63711	8/27/2014	525 E. 8TH ST.	DEPOSIT REFUND		83.58
<b>Invoice Amount : 83.58      Discount Amount : 0.00      Check Amount : 83.58</b>						
<b>Check Number : 33649      Check Date : 8/27/2014</b> <b>Vendor : 1161 JIM REITER'S LOCKSMITH &amp; SAFE</b>						
12	63621	8/26/2014	247116	REPLACE LOCKS AT WWTP		287.68
<b>Invoice Amount : 287.68      Discount Amount : 0.00      Check Amount : 287.68</b>						
<b>Check Number : 33650      Check Date : 8/27/2014</b> <b>Vendor : 1262 L.N. CURTIS &amp; SONS</b>						
10	63693	8/27/2014	1323108-01	RESCUE GLOVE HOLDER		38.79
10	63695	8/27/2014	1323108-00	GLOVES; RESCUE GLOVE HOLDER		186.86
<b>Invoice Amount : 225.65      Discount Amount : 0.00      Check Amount : 225.65</b>						
<b>Check Number : 33651      Check Date : 8/27/2014</b> <b>Vendor : 2278 LA BRUCHERIE IRRIGATION SUPPLY</b>						
10	63620	8/26/2014	88816c	CYANARIC ACID FOR CITY POOL		323.07
11	63622	8/26/2014	89001c	REPAIR PARTS		69.72
11	63656	8/26/2014	89767	PLASTIC C.I.; PVC PIPE		344.63
11	63704	8/27/2014	88767c	TEFLON TAPE; SPEARS; FLANGE S		54.44
<b>Invoice Amount : 791.86      Discount Amount : 0.00      Check Amount : 791.86</b>						
<b>Check Number : 33652      Check Date : 8/27/2014</b> <b>Vendor : 1224 LIEBERT CASSIDY WHITMORE</b>						
10	63632	8/26/2014	1390556	ATTORNEY FEES PERSONNEL MATTER		285.00
<b>Invoice Amount : 285.00      Discount Amount : 0.00      Check Amount : 285.00</b>						
<b>Check Number : 33653      Check Date : 8/27/2014</b> <b>Vendor : 2143 LOWES BUSINESS ACCOUNT</b>						
10	63699	8/27/2014	14567049	STORAGE DRAWERS AND BATTERIES		165.15
<b>Invoice Amount : 165.15      Discount Amount : 0.00      Check Amount : 165.15</b>						
<b>Check Number : 33654      Check Date : 8/27/2014</b> <b>Vendor : 4619 LUIS M. ESTRADA</b>						
12	63646	8/26/2014	1013	REPAIRS TO VECTOR VEHICLE		375.00
<b>Invoice Amount : 375.00      Discount Amount : 0.00      Check Amount : 375.00</b>						
<b>Check Number : 33655      Check Date : 8/27/2014</b> <b>Vendor : 1405 PITNEY BOWES - PURCHASE POWER</b>						
10	63713	8/27/2014	2643668	POSTAGE EQUIPMENT RENTAL (A)		44.78

## CITY OF HOLTVILLE

### Monthly Check Register

Date : 9/5/2014 11:54:32 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	63713	8/27/2014	2643668	POSTAGE EQUIPMENT RENTAL (AI		44.78
12	63713	8/27/2014	2643668	POSTAGE EQUIPMENT RENTAL (AI		44.79
10	63714	8/27/2014	498139	POSTAGE EQUIPMENT RENTAL (JU		71.64
11	63714	8/27/2014	498139	POSTAGE EQUIPMENT RENTAL (JU		71.64
12	63714	8/27/2014	498139	POSTAGE EQUIPMENT RENTAL (JU		71.65
10	63715	8/27/2014	584133	POSTAGE EQUIPMENT (OCT. 2013)		78.48
11	63715	8/27/2014	584133	POSTAGE EQUIPMENT (OCT. 2013)	Admin	78.48
12	63715	8/27/2014	584133	POSTAGE EQUIPMENT (OCT. 2013)		78.48
10	63720	8/26/2014	JULY 2014 POSTA	POSTAGE		200.75
11	63720	8/26/2014	JULY 2014 POSTA	POSTAGE		731.73
12	63720	8/26/2014	JULY 2014 POSTA	POSTAGE		731.73
Invoice Amount		: 2,248.93	Discount Amount	: 0.00	Check Amount	: 2,248.93
Check Number		: 33656	Check Date	: 8/27/2014		
Vendor		: 8186 R.J. SAFETY CO., INC.				
10	63669	8/26/2014	327922	HARD HAD SHADES; SAFETY GLAS		110.86
11	63669	8/26/2014	327922	HARD HAD SHADES; SAFETY GLAS	PW	110.87
12	63669	8/26/2014	327922	HARD HAD SHADES; SAFETY GLAS		55.43
Invoice Amount		: 277.16	Discount Amount	: 0.00	Check Amount	: 277.16
Check Number		: 33657	Check Date	: 8/27/2014		
Vendor		: 1555 ROBERT S. NELSON AUTOMOTIVE				
11	63655	8/26/2014	10509	REPAIRS TO VEHICLE	PW	235.91
12	63655	8/26/2014	10509	REPAIRS TO VEHICLE		235.92
Invoice Amount		: 471.83	Discount Amount	: 0.00	Check Amount	: 471.83
Check Number		: 33658	Check Date	: 8/27/2014		
Vendor		: 1443 SEARS COMMERCIAL ONE				
10	63698	8/27/2014	020039	MATTRESS FOR FIRE STATION	FD	357.27
10	63700	8/27/2014	19882828651	SUPPLIES		28.06
Invoice Amount		: 385.33	Discount Amount	: 0.00	Check Amount	: 385.33
Check Number		: 33659	Check Date	: 8/27/2014		
Vendor		: 7841 SPARKLETTS				
10	63696	8/27/2014	9439337 080114	DRINKING WATER	FD	106.66
10	63703	8/27/2014	9431538080114	DRINKING WATER	PW	174.50
Invoice Amount		: 281.16	Discount Amount	: 0.00	Check Amount	: 281.16
Check Number		: 33660	Check Date	: 8/27/2014		
Vendor		: 1633 TACO SHOP				
11	63649	8/26/2014	828590	FOOD FOR WATER BREAK ON 8/16/	PW	42.06
Invoice Amount		: 42.06	Discount Amount	: 0.00	Check Amount	: 42.06
Check Number		: 33661	Check Date	: 8/27/2014		
Vendor		: 1049 UNDERGROUND SERVICE ALERT				
10	61597	4/10/2014	320140316	DIG ALERT TICKETS	PW	22.50
10	63633	8/26/2014	620140317	DIG ALERT		19.50
Invoice Amount		: 42.00	Discount Amount	: 0.00	Check Amount	: 42.00
Check Number		: 33662	Check Date	: 8/27/2014		
Vendor		: 1260 USA BLUEBOOK				
11	63701	8/27/2014	406052	ASCO SOLENOID VALVE 120 VAC	PW	360.37
Invoice Amount		: 360.37	Discount Amount	: 0.00	Check Amount	: 360.37
Check Number		: 33663	Check Date	: 8/27/2014		
Vendor		: 2524 VALLEY TESTING				
11	63631	8/26/2014	24333	PRE EMPLOYMENT DRUG TESTING	PW	49.95
Invoice Amount		: 49.95	Discount Amount	: 0.00	Check Amount	: 49.95

## CITY OF HOLTVILLE Monthly Check Register

Date : 9/5/2014 11:54:32 AM  
User Name : Lee Ann

Calendar Month/Year : <ALL> <ALL>

Fund	Transaction	Due Date	Invoice Number	Description	PO Number	Amount
<b>Check Number : 33664      Check Date : 8/27/2014</b>						
<b>Vendor : 2012 VERIZON WIRELESS</b>						
10	63694	8/27/2014	9730290969	INTERNET SERVICE TO FD LAPTOP	FD	38.01
10	63716	8/27/2014	9730254032	CELL PHONES	Admin	233.06
11	63716	8/27/2014	9730254032	CELL PHONES		163.96
12	63716	8/27/2014	9730254032	CELL PHONES		126.23
<b>Invoice Amount : 561.26</b>		<b>Discount Amount : 0.00</b>		<b>Check Amount :</b>		<b>561.26</b>
<b>Check Number : 33665      Check Date : 8/27/2014</b>						
<b>Vendor : 8105 VIRGINIA WARD</b>						
10	63618	8/26/2014	2014 LEAGUE OF	LEAGUE OF CITIES CONF. REGISTI	Council	1,345.81
<b>Invoice Amount : 1,345.81</b>		<b>Discount Amount : 0.00</b>		<b>Check Amount :</b>		<b>1,345.81</b>
<b>Check Number : 33666      Check Date : 8/27/2014</b>						
<b>Vendor : 1222 WAXIE SANITARY SUPPLY</b>						
10	63653	8/26/2014	74762920	TOILET PAPER; BROWN TOWELS; P	PW	594.06
<b>Invoice Amount : 594.06</b>		<b>Discount Amount : 0.00</b>		<b>Check Amount :</b>		<b>594.06</b>
<b>Check Number : 33667      Check Date : 8/27/2014</b>						
<b>Vendor : 8318 ZEBRON CONTRACTING, INC.</b>						
12	63641	8/26/2014	51714	ZEBRON LINE MANHOLE	PW	3,000.00
<b>Invoice Amount : 3,000.00</b>		<b>Discount Amount : 0.00</b>		<b>Check Amount :</b>		<b>3,000.00</b>

<b>Total Number of Vendors</b>	:	50	:	0.00
<b>Total Number of Checks Printed</b>	:	50		
<b>Total Number of Voided Checks</b>	:	0		
<b>Largest Check Amount</b>	:	5,850.00		
<b>Total for all Checks Printed</b>	:	44,498.98		
<b>Total for Voided Checks</b>	:	0.00		
<b>Net Amount of Checks Printed</b>	:	<u>44,498.98</u>		

### Summary

Fund	Amount
10 GENERAL FUND	13,964.55
11 WATER	22,034.50
12 SEWER	8,499.93

4

# City of Holtville

## REPORT TO COUNCIL

MEETING DATE:	9-8-14
APPROVED FOR AGENDA	
CITY MANAGER	
FINANCE MANAGER	
CITY ATTORNEY	

**DATE ISSUED:** September 4, 2014

**FROM:** Alexander Meyerhoff, City Manager

**PREPARED BY:** Denise Garcia, Personnel Technician

**SUBJECT:** Adopt Resolution 14-34 approving the inclusion of properties within the City's jurisdiction in the California HERO Program to Finance distributed Generation Renewable energy sources, energy and water efficiency improvements and electric vehicle charging infrastructure and approving the amendment to a certain joint powers agreement related thereto

### ISSUE:

Shall the City Council Adopt Resolution 14-34 and approve the inclusion of properties within the City's jurisdiction in the California HERO Program and approve the amendment to the related joint powers agreement?

### CITY MANAGER RECOMMENDATION:

To Adopt Resolution 14-34 and approve the inclusion of properties within the City's jurisdiction in the California HERO Program and approve the amendment to the related joint powers agreement.

### FISCAL IMPACT:

There is no negative fiscal impact to the City's general fund, or expenses incurred by consenting to the inclusion of properties within the City limits in the California HERO (Home Energy Renovation Opportunity) Program. All California HERO Program administrative costs are covered through an initial administrative fee included in the property owner's voluntary contractual assessment and an annual administrative fee which is also collected on the property owner's tax bill.

### BACKGROUND:

Assembly Bill (AB)811 was signed into law on July 21, 2008 and AB 474, effective January 1, 2010, amended Chapter 29 of Part 3 of Division 7 of the Streets & Highways Code of the State of California (Chapter 29) and authorizes a legislative body to designate an area within which authorized public officials and free and willing property owners may enter into voluntary contractual assessments to finance the installation of distributed generation renewable energy sources, energy efficiency and/or water conservation improvements that are permanently fixed to real property, as specified. The financing for these improvements has come to be known as PACE, which stands for Property Assessed Clean Energy.

The HERO Program (for PACE financing has been very successful in Western Riverside County; the Program has approved over \$521 million in applications and has funded over \$150 million in projects. Because of its success, the California HERO Program is now being offered to provide additional California cities and counties with a turnkey program that saves significant time, cost and local resources that would otherwise be needed to develop a new local program. Jurisdictions only need to adopt the form of resolution accompanying this staff report and approve an amendment to the joint exercise of powers agreement related to the California HERO Program, and provided as an attachment to Resolution #14-34.

Since December 2013, 97 jurisdictions have adopted Resolutions of Participation. The judicial validation judgment for 56 jurisdictions was completed in January 2014 and implementation in 11

jurisdictions in Orange and San Diego Counties, as well as, the cities of Brawley, Citrus Heights, Fresno, Turlock, and the unincorporated areas of Kern and Solano Counties has occurred. 59 additional jurisdictions were expected to have launched in May 2014. The remaining jurisdictions are expected to launch in the fall of 2014, upon successful completion of the judicial validation process.

#### **ANALYSIS:**

The California HERO Program is being offered to allow property owners in participating cities and counties to finance renewable energy, energy and water efficiency improvements, and electric vehicle charging infrastructure on their property. If a property owner chooses to participate, the installed improvements will be financed by the issuance of bonds by a joint powers authority, Western Riverside Council of Governments ("WRCOG"). The bonds are secured by a voluntary contractual assessment levied on such owner's property, with no recourse to the local government or other participating jurisdictions. Participation in the program is 100% voluntary. Property owners who wish to participate in the program agree to repay the amount borrowed through the voluntary contractual assessment collected together with their property taxes. This financing is available for eligible improvements on both residential and non-residential properties.

#### **The benefits to the property owner include:**

- **Eligibility:** In today's economic environment, alternatives for property owners to finance renewable energy/energy efficiency/water efficiency improvements or electric vehicle charging infrastructure may not be available. As such many property owners do not have financing options available that would provide funding for improvements that lower their utility bills.
- **Savings:** Energy prices continue to rise and selecting in energy efficient, water efficient and renewable energy improvements reduces utility bills.
- **100% voluntary.** Property owners can choose to participate in the program at their discretion. Improvements and properties must meet eligibility criteria in order to qualify for financing.
- **Payment obligation stays with the property.** Under Chapter 29, a voluntary contractual assessment stays with the property upon transfer of ownership. Certain residential conforming mortgage providers will, however, require the assessment be paid off at the time the property is refinanced or sold.
- **Prepayment option.** The property owner can choose to pay off the assessments at any time, subject to applicable prepayment penalties.
- **Customer oriented program.** Part of the success of the program is the prompt customer service. Committed funding partners provide funding promptly upon project completion resulting in both property owner and contactor satisfaction.

#### **The benefits to the City include:**

- Increase local jobs.
- An increase in property values (energy efficient homes and buildings are worth more money).
- An increase in sales, payroll and property tax revenue
- As in conventional assessment financing, the City is not obligated to repay the bonds or to pay any delinquent assessments levied on the participating properties.
- All California HERO Program and assessment administration, bond issuance and bond administration functions are handled by California HERO. Little, if any, City staff time is needed to participate in the California HERO Program.
- By leveraging the already successful HERO Program, the City can offer financing to property owners more quickly, easily and much less expensively than establishment of a new local Program.

The proposed resolution enables the California HERO Program to be available to owners of property within our City to finance renewable energy, energy efficiency and water efficiency improvements and electric vehicle charging infrastructure. The resolution approves an Amendment to the WRCOG Joint Powers Agreement to add the City as an Associate Member in order to enable the California HERO Program to be offered to the owners of property located within the City who wish to participate in the California HERO Program

### **Federal Housing Finance Agency (FHFA), Fannie Mae and Freddie Mac**

PACE enabling legislation was adopted by the State of California to encourage the adoption of energy efficiency, renewable energy and water efficiency measures on homes and businesses. When the legislation was enacted, many people believed PACE was an attractive financing option due to its ability to automatically transfer payments to a new owner if the property sold.

In response to the Directive issued by the FHFA on July 6, 2010 and implemented, in part, by Fannie and Freddie (Government Sponsored Entities, GSEs) on August 31, 2010, mortgage originators were informed that the GSEs would not be purchasing any mortgages with PACE liens.

In response to this, the State of California and other entities filed lawsuits against FHFA. The original intent of the lawsuit was to amend or dismiss the Directive by requiring that FHFA follow the rulemaking procedures as set forth under the Administrative Procedure Act. On October 16, 2010, the District Court issued a judgment which required FHFA to go through the rule making procedures. However, the trial court ruled that the FHFA's Directive would continue in effect. FHFA filed an appeal with the Ninth Circuit Court of Appeal, seeking to overturn the judgment requiring the FHFA to go through the rule making procedures. On March 19, 2013, the Ninth Circuit Court of Appeals ruled that the FHFA did not have to follow the rule making procedures in order to issue the Directive and dismissed the case. Thus, the FHFA does not need to go through the rule making procedures.

In the July 6, 2010 statement issuing the Directive, FHFA supported PACE programs whose assessments are junior/subordinate to Fannie/Freddie's mortgage interests. The statement also directed Fannie/Freddie to implement the following additional actions:

- Adjusting loan-to-value ratios to reflect the maximum permissible PACE loan amount available to borrowers in PACE jurisdictions;
- Ensuring that loan covenants require approval/consent for any PACE loan;
- Tightening borrower debt-to-income ratios to account for additional obligations associated with possible future PACE loans;
- Ensuring that mortgages on properties in a jurisdiction offering PACE-like programs satisfy all applicable federal and state lending regulations and guidance.

FHFA stated that "Nothing in this Statement affects the normal underwriting programs of the regulated entities or their dealings with PACE programs that do not have a senior lien priority." To date neither Fannie nor Freddie have taken action to implement any of the additional actions contained in the Directive.

The PACE enabling legislation in California provides that PACE assessments, like traditional assessments levied by public agencies in California, are equal in priority as general property taxes and as such are senior to private debt on the property and thus have first liens/senior liens priority. However under federal law, the Ninth Circuit Court of Appeal, which includes California, in *Rust v. Johnson* (9<sup>th</sup> Circuit (1979) 597 F.2d 174) ruled that local government cannot collect payment of assessments if they impair loans insured or owned by Freddie/Fannie ("Conforming Loans"). The

court ruled that if a federal government entity has a mortgage interest on a parcel subject to assessments or special taxes, the property cannot be sold at a foreclosure sale unless it can be sold for an amount sufficient to preserve the federal government mortgage interest. Thus under federal law as set forth in the opinion under Rust v. Johnson, assessments, including PACE assessments, placed on the property are not "first liens" or "senior liens" with respect to Conforming Loans. Disclosure of Rust v. Johnson has been provided for in Official Statements of Municipal Bond issuances for traditional assessment district and community facilities district bond issues since 1979, in a form similar to the following:

Portions of the property within the Assessment District may now or in the future secure loans. Any such loan is subordinate to the lien of the Assessments. However, (a) in the event that any of the financial institutions making the loan that is secured by real property within the Assessment District is taken by the Federal Deposit Insurance Corporation ("FDIC"), (B) the FDIC or another federal entity acquires a parcel subject to the Assessment lien, (C) the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or similar federal agency or instrumentality has a mortgage interest in a loan on property subject to the Assessment lien, and, prior thereto or thereafter, the loan or loans go into default, the ability of the City to collect the interest and penalties specified by state law and to foreclose the lien of a delinquent unpaid assessment may be limited.

Additionally, under federal law, subordinate liens to mortgages are permitted and cannot be blocked (See U.S. Code Title 12 Banks and Banking, Section 1701j-3). Thus, the impact of a PACE assessment being subordinate in effect to the interests of Fannie/Freddie by virtue of the ruling in Rust v. Johnson and the inability to prevent a person from putting a subordinate lien on their property may make it difficult for FHFA/Fannie/Freddie to impose additional Directives adversely affecting the property owner's mortgage.

**RECOMMENDED ACTION:**

It is recommended that the City Council Adopt Resolution 14-34 approving an Amendment to the WRCOG Joint Powers Agreement to add the City of Holtville as an Associate Member in order to authorize the City's participation in the California HERO Program, which will enable property owners to finance permanently fixed renewable energy, energy and water efficiency improvements and electric vehicle charging infrastructure on their properties.

**ALTERNATIVE:**

Do not adopt Resolution 14-34.

Respectfully Submitted,  
Alexander Meyerhoff, City Manager

**ATTACHMENTS:** Resolution #14-34  
WRCOG Joint Powers Agreement

## **RESOLUTION 14-34**

### **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOLTVILLE, APPROVING THE INCLUSION OF PROPERTIES WITHIN THE CITY'S JURISDICTION IN THE CALIFORNIA HERO PROGRAM TO FINANCE DISTRIBUTED GENERATION RENEWABLE ENERGY SOURCES, ENERGY AND WATER EFFICIENCY IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND APPROVING THE AMENDMENT TO A CERTAIN JOINT POWERS AGREEMENT RELATED THERETO**

WHEREAS, the Western Riverside Council of Governments ("Authority") is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Act") and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time (the "Authority JPA"); and

WHEREAS, Authority has established the California HERO Program to provide for the financing of renewable energy distributed generation sources, energy and water efficiency improvements and electric vehicle charging infrastructure (the "Improvements") pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29") within counties and cities throughout the State of California that elect to participate in such program; and

WHEREAS, City of Holtville (the "City") is committed to development of renewable energy sources and energy efficiency improvements, reduction of greenhouse gases, protection of our environment, and reversal of climate change; and

WHEREAS, in Chapter 29, the Legislature has authorized cities and counties to assist property owners in financing the cost of installing Improvements through a voluntary contractual assessment program; and

WHEREAS, installation of such Improvements by property owners within the jurisdictional boundaries of the counties and cities that are participating in the California HERO Program would promote the purposes cited above; and

WHEREAS, the City wishes to provide innovative solutions to its property owners to achieve energy and water efficiency and independence, and in doing so cooperate with Authority in order to efficiently and economically assist property owners the City in financing such Improvements; and

WHEREAS, Authority has established the California HERO Program, which is such a voluntary contractual assessment program, as permitted by the Act, the Authority JPA, originally made and entered into April 1, 1991, as amended to date, and the Amendment to Joint Powers Agreement Adding the City of Holtville as an Associate Member of the Western Riverside Council of Governments to Permit the Provision of Property Assessed Clean Energy (PACE) Program Services within the City (the "JPA Amendment"), by and between Authority and the City, a copy of which is attached as Exhibit "A" hereto, to assist property owners within the jurisdiction of the City in financing the cost of installing Improvements; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy and collection of assessments or any required remedial action in the case of delinquencies in the payment of any assessments or the issuance, sale or administration of any bonds issued in connection with the California HERO Program.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. This City Council finds and declares that properties in the City's incorporated area will be benefited by the availability of the California HERO Program to finance the installation of the Improvements.
2. This City Council consents to inclusion in the California HERO Program of all of the properties in the jurisdictional boundaries of the City and to the Improvements, upon the request by and voluntary agreement of owners of such properties, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction there over by Authority for the purposes thereof.
3. The consent of this City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the California HERO Program and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Improvements, including the levying, collecting and enforcement of the contractual assessments to finance the Improvements and the issuance and enforcement of bonds to represent such contractual assessments.
4. This City Council hereby approves the JPA Amendment and authorizes the execution thereof by appropriate City officials.
5. City staff is authorized and directed to coordinate with Authority staff to facilitate operation of the California HERO Program within the City, and report back periodically to this City Council on the success of such program.
6. This Resolution shall take effect immediately upon its adoption. The City Clerk is directed to send a certified copy of this resolution to the Secretary of the Authority Executive Committee.

**PASSED, APPROVED, AND ADOPTED** at a regular meeting of the City Council of the City of Holtville held on the 28<sup>th</sup> of July 2014 by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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David Bradshaw, Mayor  
City of Holtville

ATTEST:

I, Denise Garcia, Interim 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 28<sup>th</sup> of July 2014, and that the same was approved by the Mayor of said City of Holtville on said date, and was adopted by roll call vote.

---

Denise Garcia, Interim City Clerk  
CITY OF HOLTVILLE

## **EXHIBIT A**

### **AMENDMENT TO THE JOINT POWERS AGREEMENT ADDING CITY OF HOLTVILLE AS AS AN ASSOCIATE MEMBER OF THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS TO PERMIT THE PROVISION OF PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM SERVICES WITHIN SUCH CITY**

This Amendment to the Joint Powers Agreement (“JPA Amendment”) is made and entered into on the 8<sup>th</sup> day of September, 2014, by City of Holtville (“City”) and the Western Riverside Council of Governments (“Authority”) (collectively the “Parties”).

#### RECITALS

WHEREAS, Authority is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the “Joint Exercise of Powers Act”) and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time (the “Authority JPA”); and

WHEREAS, as of October 1, 2012, Authority had 18 member entities (the “Regular Members”).

WHEREAS, Chapter 29 of the Improvement Act of 1911, being Division 7 of the California Streets and Highways Code (“Chapter 29”) authorizes cities, counties, and cities and counties to establish voluntary contractual assessment programs, commonly referred to as a Property Assessed Clean Energy (“PACE”) program, to fund certain renewable energy sources, energy and water efficiency improvements, and electric vehicle charging infrastructure (the “Improvements”) that are permanently fixed to residential, commercial, industrial, agricultural or other real property; and

WHEREAS, Authority has established a PACE program to be known as the “California HERO Program” pursuant to Chapter 29 which authorizes the implementation of such PACE financing program for cities and counties throughout the state; and

WHEREAS, City desires to allow owners of property within its jurisdiction to participate in the California HERO Program and to allow Authority under Chapter 29, as it is now enacted or may be amended hereafter, to finance Improvements to be installed on such properties; and

WHEREAS, this JPA Amendment will permit City to become an Associate Member of Authority and to participate in California HERO Program for the purpose of facilitating the implementation of such program within the jurisdiction of City; and

WHEREAS, pursuant to the Joint Exercise of Powers Act, the Parties are approving this JPA Agreement to allow for the provision of PACE services through the California HERO Program, including the operation of such PACE financing program, within the incorporated territory of City; and

WHEREAS, the JPA Amendment sets forth the rights, obligations and duties of City and Authority with respect to the implementation of the California HERO Program within the incorporated territory of City.

#### MUTUAL UNDERSTANDINGS

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated, the Parties hereto agree as follows:

##### A. **JPA Amendment.**

1. The Authority JPA. City agrees to the terms and conditions of the Authority JPA, attached.

2. Associate Membership. By adoption of this JPA Amendment, City shall become an Associate Member of Authority on the terms and conditions set forth herein and the Authority JPA and consistent with the requirements of the Joint Exercise of Powers Act. The rights and obligations of City as an Associate Member are limited solely to those terms and conditions expressly set forth in this JPA Amendment for the purposes of implementing the California HERO Program within the incorporated territory of City. Except as expressly provided for by the this JPA Amendment, City shall not have any rights otherwise granted to Authority's Regular Members by the Authority JPA, including but not limited to the right to vote on matters before the Executive Committee or the General Assembly, the right to amend or vote on amendments to the Authority JPA, and the right to sit on committees or boards established under the Authority JPA or by action of the Executive Committee or the General Assembly, including, without limitation, the General Assembly and the Executive Committee. City shall not be considered a member for purposes of Section 9.1 of the Authority JPA.

3. Rights of Authority. This JPA Amendment shall not be interpreted as limiting or restricting the rights of Authority under the Authority JPA. Nothing in this JPA Amendment is intended to alter or modify Authority Transportation Uniform Mitigation Fee (TUMF) Program, the PACE Program administered by Authority within the jurisdictions of its Regular Members, or any other programs administered now or in the future by Authority, all as currently structured or subsequently amended.

##### B. **Implementation of California HERO Program within City Jurisdiction.**

1. Boundaries of the California HERO Program within City Jurisdiction. The boundaries within which contractual assessments may be entered into under the California HERO Program (the "Program Boundaries") shall include the entire incorporated territory of City.

2. Determination of Eligible Improvements. Authority shall determine the types of distributed generation renewable energy sources, energy efficiency or water conservation improvements, electric vehicle charging infrastructure or such other improvements as may be authorized pursuant to Chapter 29 (the "Eligible Improvements") that will be eligible to be financed under the California HERO Program.

3. Implementation of California HERO Program Within the Program Boundaries. Authority will undertake such proceedings pursuant to Chapter 29 as shall be legally necessary to enable Authority to make contractual financing of Eligible Improvements available to eligible property owners within the Program Boundaries.

4. Financing the Installation of Eligible Improvements. Authority shall implement its plan for the financing of the purchase and installation of the Eligible Improvements under the California HERO Program within the Program Boundaries.

5. Ongoing Administration. Authority shall be responsible for the ongoing administration of the California HERO Program, including but not limited to producing education plans to raise public awareness of the California HERO Program, soliciting, reviewing and approving applications from residential and commercial property owners participating in the California HERO Program, establishing contracts for residential, commercial and other property owners participating in such program, establishing and collecting assessments due under the California HERO Program, adopting and implementing any rules or regulations for the California HERO Program, and providing reports as required by Chapter 29.

City will not be responsible for the conduct of any proceedings required to be taken under Chapter 29; the levy or collection of assessments or any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the California HERO Program.

6. Phased Implementation. The Parties recognize and agree that implementation of the California HERO Program as a whole can and may be phased as additional other cities and counties execute similar agreements. City entering into this JPA Amendment will obtain the benefits of and incur the obligations imposed by this JPA Amendment in its jurisdictional area, irrespective of whether cities or counties enter into similar agreements.

### **C. Miscellaneous Provisions.**

1. Withdrawal. Authority may withdraw from this JPA Amendment upon six (6) months written notice to City; provided, however, there is no outstanding indebtedness of Authority within City. The provisions of Section 6.2 of the Authority JPA shall not apply to City under this JPA Amendment. City may withdraw approval for conduct of the HERO Program within the jurisdictional limits of City upon thirty (30) written notice to WRCOG without liability to the Authority or any affiliated entity. City withdrawal shall not affect the validity of any voluntary assessment contracts (a) entered prior to the date of such withdrawal or (b) entered into after the date of such withdrawal so long as the applications for such voluntary assessment contracts were submitted to and approved by WRCOG prior to the date of City's notice of withdrawal.

2. Mutual Indemnification and Liability. Authority and City shall mutually defend, indemnify and hold the other party and its directors, officials, officers, employees and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of the willful misconduct or negligent acts, errors or

omissions of the indemnifying party or its directors, officials, officers, employees and agents in connection with the California HERO Program administered under this JPA Amendment, including without limitation the payment of expert witness fees and attorneys fees and other related costs and expenses, but excluding payment of consequential damages. Without limiting the foregoing, Section 5.2 of the Authority JPA shall not apply to this JPA Amendment. In no event shall any of Authority's Regular Members or their officials, officers or employees be held directly liable for any damages or liability resulting out of this JPA Amendment.

3. Environmental Review. Authority shall be the lead agency under the California Environmental Quality Act for any environmental review that may required in implementing or administering the California HERO Program under this JPA Amendment.

4. Cooperative Effort. City shall cooperate with Authority by providing information and other assistance in order for Authority to meet its obligations hereunder. City recognizes that one of its responsibilities related to the California HERO Program will include any permitting or inspection requirements as established by City.

5. Notice. Any and all communications and/or notices in connection with this JPA Amendment shall be either hand-delivered or sent by United States first class mail, postage prepaid, and addressed as follows:

Authority: Western Riverside Council of Governments  
4080 Lemon Street, 3rd Floor. MS1032  
Riverside, CA 92501-3609  
Attn: Executive Director

City: City of Holtville  
121 W. 5<sup>th</sup> Street  
Holtville, CA 92243  
Attn: City Manager

6. Entire Agreement. This JPA Amendment, together with the Authority JPA, constitutes the entire agreement among the Parties pertaining to the subject matter hereof. This JPA Amendment supersedes any and all other agreements, either oral or in writing, among the Parties with respect to the subject matter hereof and contains all of the covenants and agreements among them with respect to said matters, and each Party acknowledges that no representation, inducement, promise of agreement, oral or otherwise, has been made by the other Party or anyone acting on behalf of the other Party that is not embodied herein.

7. Successors and Assigns. This JPA Amendment and each of its covenants and conditions shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns. A Party may only assign or transfer its rights and obligations under this JPA Amendment with prior written approval of the other Party, which approval shall not be unreasonably withheld.

8. Attorney's Fees. If any action at law or equity, including any action for declaratory relief is brought to enforce or interpret the provisions of this Agreement, each Party to the litigation shall bear its own attorney's fees and costs.

9. Governing Law. This JPA Amendment shall be governed by and construed in accordance with the laws of the State of California, as applicable.

10. No Third Party Beneficiaries. This JPA Amendment shall not create any right or interest in the public, or any member thereof, as a third party beneficiary hereof, nor shall it authorize anyone not a Party to this JPA Amendment to maintain a suit for personal injuries or property damages under the provisions of this JPA Amendment. The duties, obligations, and responsibilities of the Parties to this JPA Amendment with respect to third party beneficiaries shall remain as imposed under existing state and federal law.

11. Severability. In the event one or more of the provisions contained in this JPA Amendment is held invalid, illegal or unenforceable by any court of competent jurisdiction, such portion shall be deemed severed from this JPA Amendment and the remaining parts of this JPA Amendment shall remain in full force and effect as though such invalid, illegal, or unenforceable portion had never been a part of this JPA Amendment.

12. Headings. The paragraph headings used in this JPA Amendment are for the convenience of the Parties and are not intended to be used as an aid to interpretation.

13. Amendment. This JPA Amendment may be modified or amended by the Parties at any time. Such modifications or amendments must be mutually agreed upon and executed in writing by both Parties. Verbal modifications or amendments to this JPA Amendment shall be of no effect.

14. Effective Date. This JPA Amendment shall become effective upon the execution thereof by the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this JPA Amendment to be executed and attested by their officers thereunto duly authorized as of the date first above written.

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

By: \_\_\_\_\_  
Executive Committee Chair  
Western Riverside Council of Governments

Date: \_\_\_\_\_

CITY OF HOLTVILLE

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

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**Q: What is the HERO Program, and how does it work?**

A: HERO enables residential and commercial property owners to install energy and water efficient improvements and renewable energy systems by having a special assessment put on their property tax bill. Payments are made through their local county with their property taxes over time.

**Q: What types of home improvements are available under the Program?**

A: Over 150,000 products and services qualify. Typical projects include: solar photovoltaic (PV) systems; energy efficient space heating, air cooling and ventilation (HVAC); cool roof systems; energy efficient windows, skylights, and doors; solar thermal water heating, air sealing and weatherization; insulation; water heating; indoor energy efficient light fixtures; and water efficiency measures.

**Q: What are the costs and benefits of joining HERO for my community?**

A: There are no hard costs to joining the HERO program and it does not require any dedicated staff resources to develop or implement the Program. Additionally, your community will see numerous economic benefits including;

- Reduce energy consumption
- Stimulates local businesses
- Creates sustainable jobs
- Lowers greenhouse gas emissions

**Q: Why should we choose HERO compared to another PACE program?**

A: HERO is the nation's fastest-growing PACE program. By choosing HERO, your community is choosing a program with a proven track-record of stimulating economic growth. The program was developed with a network of home improvement contractors who count on HERO to build their businesses. They are creating new jobs everyday and planning on expanding into regions where HERO Financing is offered.

HERO is not an exclusive program so you don't have to choose it over another program. We believe competition is an important benefit to consumers. Not only does it provide options like restaurants, gas stations or banks provide but it also increases overall demand because more companies are working harder to educate consumers on the benefits of a particular type of product or service. When there are multiple options to consider solution providers are forced to continually improve their product if they want to succeed in the marketplace.

**Q: What about Freddie/Fannie/FHFA?**

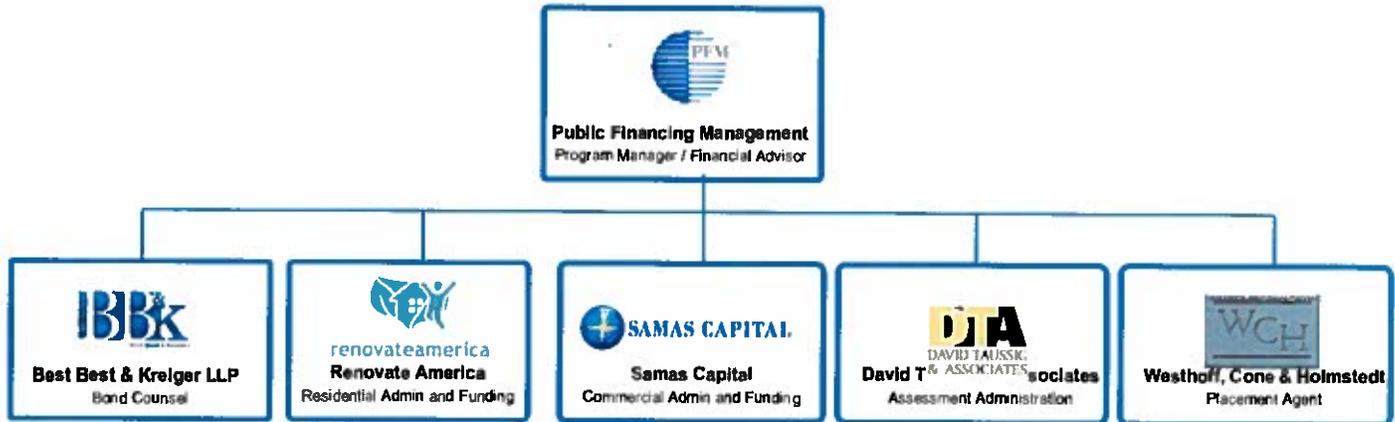
A: PACE legislation was adopted by the State of California to encourage the adoption of energy efficiency, renewable energy and water efficiency measures on homes and businesses. When the legislation was enacted, many people believed PACE was an attractive financing option due to its ability to automatically transfer payments to a new owner if the property sold. Freddie/Fannie/FHFA have indicated that they are not willing to purchase mortgages with PACE assessments on the property, therefore, property owners that sell or refinance to conforming loans may need to repay their assessment.

The HERO Program works within this provision and we have found that property owners are comfortable attending to this if, and when, the situation should arise. For most property owners the most attractive benefits are low interest rates that are fixed, the ability to deduct the interest portion of the payments, the ability to select 5, 10, 15 and 20 year payment terms, and a simple straightforward application and document process to enable them to get the energy efficiency, renewable energy or water efficiency product they are interested in. Being able to transfer the balance of the financing has not proven to be a feature that has impacted a consumer's decision.

Whether or not this provision remains in place or is removed, HERO provides numerous benefits that make PACE an attractive financing option for consumers.

**Q: Who is the HERO Team?**

A: The HERO team is made up of a network of partners who have been working closely since January 2010 on active residential and commercial PACE programs. Each team member is uniquely qualified for their specific role and are industry experts within their field.



**Q: Can the HERO Program be customized to my municipality?**

A: Yes, marketing materials, including the HERO website and contractor training materials, can be co-branded with your municipality's logo and contact information. Additionally, the HERO team will work with your municipality to review all policy considerations.

**Q: Can the HERO Program be integrated with existing municipal programs?**

A: Yes, the HERO Program can be integrated with existing municipal rebate, energy finance, or other PACE programs. Our team will work to implement the Program as a complementary component to other programs.

**Q: How does our community get started?**

A: Below are the process steps for HERO Financing to be offered in your community:

**1 Approve Resolution**

Approval by municipality of the resolution will allow the HERO Program to operate in the municipality. The conduit issuer then completes a corresponding acceptance of the municipality to the Program.

**2 Judicial Validation of City's Participation**

Program legal counsel files judicial validation documents.

**3 Program Marketing and Outreach**

During the program validation phase, team members initiate local marketing efforts and begin outreach to educate local contractors and property owners of funding availability, eligibility and application procedures.

**4 Program Launch**

Upon completion of the validation process, the HERO Program launches and projects are able to apply for and receive funding.

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MEETING DATE:	9-8-14
APPROVED FOR AGENDA	
CITY MANAGER	
FINANCE MANAGER	<i>M</i>
CITY ATTORNEY	



# cc staff report

Report #2

**To:** Alexander Meyerhoff, City Manager  
Holtville City Council

**From:** Angel Hernandez, Assistant Planner

**Date:** September 3, 2014

**Project:** State Route 115/5th Street Improvements Phase II on North Side  
Authorization to Advertise the Bid Request for Construction Services

**Summary:**

<b>Project Proponent:</b>	City of Holtville
<b>Project Location:</b>	SR-115/5th Street and Grape Avenue Intersection North Side
<b>Pending Action:</b>	Authorization to Advertise the Bid Request for Construction Services
<b>Zoning:</b>	Downtown B-Zone
<b>General Plan:</b>	Residential Commercial Mixed-Use
<b>Environmental:</b>	Categorical Exemption issued on 8/6/2014

**INTRODUCTION AND BACKGROUND**

City Staff was informed in February 2014 that additional STPL funds had become available for shovel ready projects. Planning staff felt that the north side SR-115/5<sup>th</sup> Street improvements, originally designed as part of the SR-115/5<sup>th</sup> Street Sidewalk project completed in 2013, could be structured as a separate Phase II Project and information was forwarded to the Imperial County Transportation Commission (ICTC). On February 21, 2014, ICTC communicated that consultation had been made with, the California Transportation Commission and Southern California Association of Governments and that the project had been identified as eligible.

In June 2014, the City was notified that STPL funds were no longer available, however, unused funds from the Congestion Management Air Quality (CMAQ) improvement program could be

allocated to the project. A new Request for Authorization for Construction was forwarded to reflect the new funding source. The City was issued the authorization to proceed (E76) on August 20, 2014 by Caltrans. The purpose of this staff report is for City Council to review project status and authorize the City Engineer to advertise the request for bids for construction services.

**DISCUSSION/ANALYSIS**

An Allocation Request packet for the estimated project cost of \$314,626 (\$278,538 in CMAQ grant funds) was submitted to Caltrans on July 18, 2014. Air Emissions analysis, as required by the CMAQ program, was prepared and also included in the Allocation Request packet. The following is a summary of project conditions:

**Phase II Project Scope**

The SR 115/5<sup>th</sup> Street Phase II Project consists of the installation of curb, gutter, sidewalk and curb returns along the north side of State Route 115/5th Street at the Grape Avenue Intersection. Improvements to the flashing safety beacon will also be incorporated consisting of replacement of an existing yellow sign with a lime colored sign for the purpose of providing safe pedestrian facilities within a common student route. It is staff’s proposal to accommodate the installation of a future bus shelter, which is not included in the current project scope.

**Project Status**

**Design Phase-** Design was completed in June 2012 under Phase I of the 5<sup>th</sup> Street project. Design modifications would only be needed if a change in scope of work was decided upon in the future. Staff should be able to incorporate the already designed Bus Shelter into the project.

**Environmental and Right-of-Way Phase-** The new funding source required resubmitting environmental documents for which a Categorical Exemption was issued on August 6, 2014. Right of Way includes the adjustment of only one utility facility, a City water valve cover, and Right of Way Clearance was issued on August 12, 2014.

**Construction-**The Authorization to Proceed (E-76) with Construction was approved on August 20, 2014 from Caltrans. The City Council will need to authorize staff to advertise bid request for construction. If approved on September 8, it is anticipated that the advertisement will be initiated before the end of September (please note that construction management services will also need to be addressed prior to awarding any of the bids received). The City Manager will also need to obtain cost proposals for Construction Management and QAP Services.

**Project Budget**

CMAQ funds have been programmed for the Construction Phase only. The estimated construction costs can be broken down as follows:

<b>PROJECT PHASE</b>	<b>PROJECT COST ESTIMATE<sup>1</sup></b>	<b>CMAQ FUNDING 88.73%</b>	<b>LTA MATCH 11.47%</b>	<b>LTA GAP</b>
Bidding (1%)	\$2,736	\$0	\$0	\$2,736
CON Phase/Construction	\$273,588	\$242,207	\$31,380	\$0
Construction Management (8%)	\$21,887	\$19,377	\$2,510	\$0
QAP/AIP Testing (7%)	\$19,151	\$16,954	\$2,197	\$0
<b>TOTAL</b>	<b>\$314,626</b>	<b>\$278,538</b>	<b>\$36,087</b>	<b>\$2,736</b>

<sup>1</sup>Cost Estimates were adjusted by unit costs and not quantities to double grant funding.

## **FISCAL IMPACT**

Total project costs are estimated at \$314,626 partially funded with \$278,538 in CMAQ funding. Current City costs include \$36,087 for the City's required 11.47% match which was previously approved by City Council on May 27<sup>th</sup>, 2014 via resolution 14-18. Additional costs include bidding costs of \$2,736 for a total of \$38,823.

## **RECOMMENDATION AND PENDING ACTION**

Staff is requesting Council consider the following actions for the 5<sup>th</sup> Street Improvements Phase II Project at the September 8, 2014 Council Meeting:

1. Authorize the City Engineer to advertise for bids for the 5<sup>th</sup> Street Phase II Project;

Alternatives

2. Not Authorize the City Engineer to advertise for bids for the 5<sup>th</sup> Street Phase II Project;
3. Provide alternative directive to staff.

Should you have any questions regarding the information on this report, please contact Justina Arce at [justina@theholtgroup.net](mailto:justina@theholtgroup.net) or at (760) 337-3883.

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

MEETING DATE:	9-8-14
APPROVED FOR AGENDA	
CITY MANAGER	
FINANCE MANAGER	
CITY ATTORNEY	

**DATE ISSUED:** September 8, 2014  
**FROM:** Nick Wells, Finance Manager  
**SUBJECT:** Finance Department Update

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

In compliance with requirements of the two Sewer Enterprise projects, the Finance Department has been working on completing financial statements for presentation to the various involved grant/loan agencies. Participation in weekly meetings with the parties involved with the Outfall Main construction has included significant input into the progress of the project and the decision to replace the private line serving a number of homes in the vicinity of Melon and Alamo Roads. As the start of the Wastewater Treatment Plant upgrade draws near, we have assisted in coordinating the procedures necessary to get the project up and running.

Subsequent to the various problems with the water system in August, the department continues to assist in whatever ways possible to solve the problems. Recent attention has been paid to potential repairs and preventative maintenance to various facets of the water distribution system. Specifically, replacement of the damaged line on Fourth Street has been analyzed and planned.

The department also continues to prepare for the upcoming financial audit.

Respectfully submitted,



Nicholas D Wells

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# City of Holtville

## Report to Council

MEETING DATE:	9-8-14
APPROVED FOR AGENDA	
CITY MANAGER	
FINANCE MANAGER	AM
CITY ATTORNEY	

**Date Issued:** September 4, 2014

**From:** Sergeant Manuel De Leon, Chief of Police

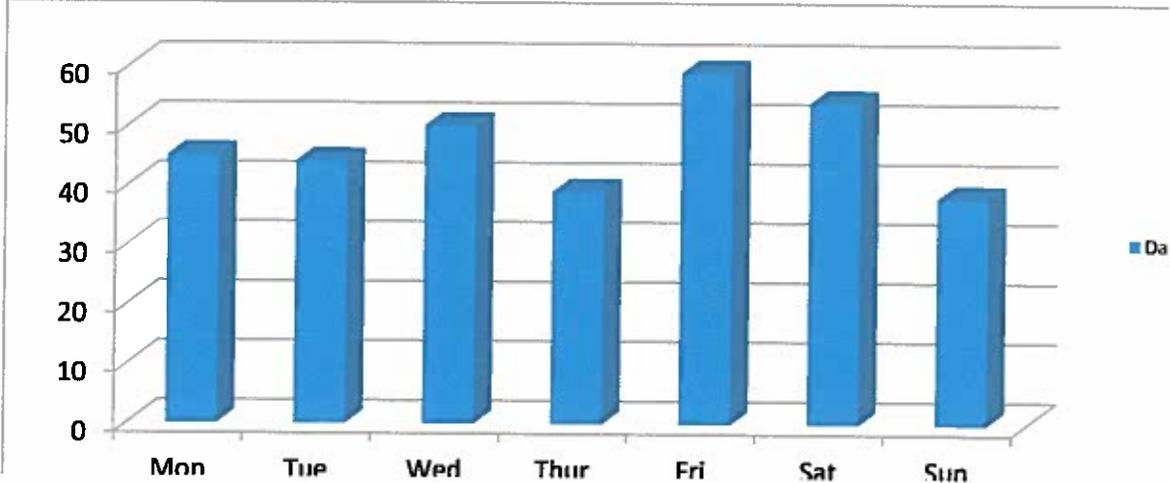
**Subject:** Holtville Sheriff's Monthly Report – August 2014

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

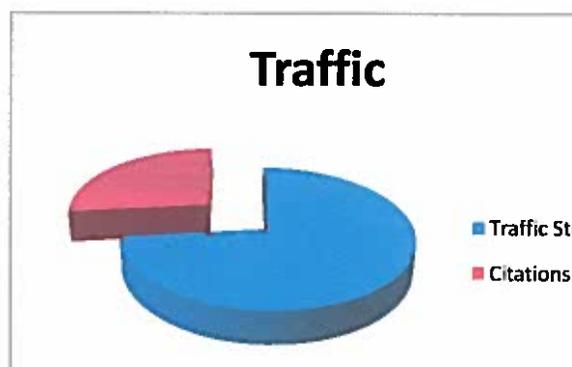
The following is a summary of statistics for the Holtville Sheriff's Deputies for the month of August 2014.

**Calls For Service:**

- **300** 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 **Friday** with **59 calls**. The highest volume of calls occurred from **11:00 p.m. to 12:00 a.m.**

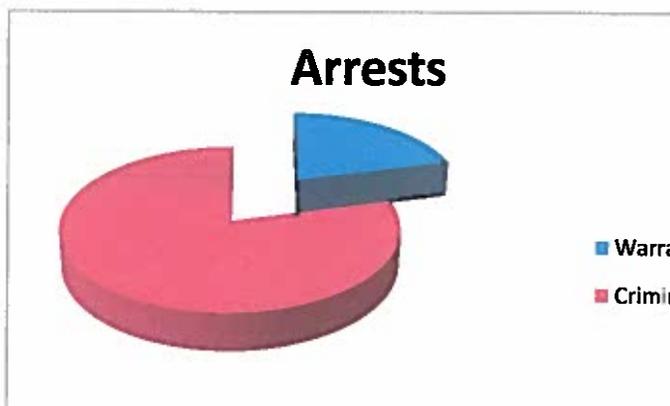


<i>Traffic</i>	<i>Total</i>
Traffic Stops	105
Citations Issued	45
Traffic Collisions	2
DUI's	2



<i>Crimes</i>	<i>Total</i>
Burglary	1
911 Calls - Hangups	1
Vandalism	6
Disturbing the Peace	13
Narcotic Offenses	12

<i>Arrests</i>	<i>Total</i>
Warrants	5
Criminal	19
Total	24

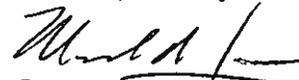


<i>Miscellaneous</i>	<i>Total</i>
Animal Problem	7
Alarm Calls	17
Deputy Request	5

During the month of August, the Holtville Deputy Sheriffs have been active within the community. The following is a brief summary of incidents and events that the Holtville Police Department has been involved in.

- On August 4, 2014, Bids went out for adding City of Holtville stencils to the marked patrol units. All patrol units designated for the city will also have in car cameras.
- On August 5, 2014, I began coordinating with dispatch and the city manager for the use of the reverse 9-1-1 due to the broken water line on 4<sup>th</sup> street.
- On August 13, 2014, I provided accessories (pencils, pens, stickers) for back to school bag packs the city manager was working on with volunteers.
- On August 14, 2014, I assisted the Narcotics Task Force on the search of a residence in the 500 block of Walnut Avenue.
- On August 18, 2014, I met with all the principals from the Holtville School District to prepare for first day of school.
- On August 19, 2014, Deputies conducted surveillance in the 400 block of Palm Avenue and arrested three male adults for narcotics violations.
- On August 23, 2014, Deputy Ayala and I volunteered with the shop with a cop event held by the Sheriff's Office. Deputies and local businesses donated all of the proceeds which were passed out to the children.
- On August 24, 2014, A deputy was injured while effecting an arrest on a male subject making threats. The deputy was treated and later released from E.C.R.M.C.
- On August 25, 2014, I attended the back to school luncheon at the I.V. Swiss Club.

Respectfully submitted,

  
Sergeant Manuel De Leon

(6c)

**City of Holtville  
REPORT TO COUNCIL**

MEETING DATE:	<u>9-8-14</u>
APPROVED FOR AGENDA	
CITY MANAGER	
FINANCE MANAGER	<u>[Signature]</u>
CITY ATTORNEY	

**DATE ISSUED:** September 03, 2014  
**FROM:** Public Works Supervisor  
**SUBJECT:** Bi Monthly Report.

**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:

- Clear sewer plugs at different locations in town.
- Repaired water service line leaks.
- Finished striping crosswalks around all three schools.
- Worked with the Sheriff's Department to clean up graffiti at park and around town.
- Patch potholes in different locations in town.
- Ran main sewer lines in different locations in town.
- Installed 5 temporary water services for the 9<sup>th</sup> St. project.
- Installed 2- 4 inch sewer laterals for the 9<sup>th</sup> St. project.
- Assisted Jim Nelson Construction with the removal and installation of a new manhole on 6<sup>th</sup> St. between Maple Ave. and Walnut Ave.
- Set up sewer bypass for the installation of the new sewer manhole.

Respectfully Submitted,



Alejandro Chavez  
Public Works Foreman  
City of Holtville

bd

MEETING DATE:	9-8-14
APPROVED FOR AGENDA	
CITY MANAGER	
FINANCE MANAGER	<i>Am</i>
CITY ATTORNEY	

## City of Holtville

### REPORT TO CITY COUNCIL

**DATE ISSUED:** September 2nd, 2014  
**FROM:** Water/Wastewater Operations Supervisor  
**SUBJECT:** Water / Wastewater Operations & Maintenance Summary

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

The purpose of this report is to inform the Council of the operations and maintenance activities completed at the City's water-wastewater treatment facilities during the period between 08/19/14 to 09/02/14.

Also attached to this report is an updated spreadsheet detailing year-to-date violations related to NPDES Permit (*ammonia*) violations for our wastewater plant.

#### **Water Treatment Plant:**

- SCEC and Empire Systems completed Source Testing of 890 HP Caterpillar emergency standby generator as required by local APCD.
- Staff took regular samples, maintained operational records, and performed all other routine maintenance as required.

#### **Waste Water Treatment Plant:**

- Motion controlled security lights and heavy duty door hasps were installed on office building to improve security.
- Staff completed annual Class 2 bio-solids sampling and sent to Test America Labs (Phoenix, AZ).
- Wastewater plant staff took regular samples, maintained operational records, and performed all other routine maintenance as required.

Respectfully Submitted,

Frank Cornejo  
Water/Wastewater Operations Supervisor  
City of Holtville