

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

October 24, 2016

OPEN SESSION

6:00 PM

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

Steve Walker, City Attorney
Denise Garcia, City Clerk
Nick Wells, City Manager
George Morris, 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

CONFERENCE WITH LABOR NEGOTIATORS:

(Government Code Section 54957.6)

Agency Negotiator: City Manager/City Attorney
Classified Employees

PUBLIC EMPLOYMENT:

(Government Code Section 54957.6)

City Manager Evaluation
Evaluation Criteria

CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION:

(Government Code Section 54956.9(a))

City of Holtville vs. Willowbend Mobile Home Park
Charles Simpson vs. City of Holtville

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION:

(Government Code Section 54956.9(b))

CONFERENCE WITH REAL PROPERTY NEGOTIATORS:

(Government Code Section 54956.9)

Property: Segment of Ralph Samaha Field 045-211-001
Agency Negotiators: City Manager and City Attorney
Under Negotiation: Price and Terms of Lease with Clear Talk Wireless

CITY COUNCIL: Meeting Called To Order

PLEDGE OF ALLEGIANCE:

INVOCATION:

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 not appearing on the agenda that is within the subject matter jurisdiction of the City Council. 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 Regular Meeting of September 26, 2016.
2. Current Demands #36589 thru #36713.

REPORTS OF OFFICERS, COMMISSIONS, COMMITTEES AND COMMUNIQUES:

UNFINISHED BUSINESS:

None

NEW BUSINESS:

3. **Discussion/Related Action to Adopt RESOLUTION #16-38 Authorizing the Request of Surplus State COPS Funds Held by the County of Imperial for the 2015/16 Fiscal Year** – Hector Orozco, Finance Supervisor
4. **Discussion/Related Action to Adopt RESOLUTION #16-39 Approving the Revision of Procurement Finance Policy, #100-02 and Repealing Resolution 16-37 and Replacing All Previously Adopted Procurement Policies** – Hector Orozco, Finance Supervisor
5. **Discussion/Related Action to Adopt RESOLUTION #16-40 Providing Funding to the Imperial Valley Small Business Development Center (IVSBDC) as Requested by the Imperial Regional Alliance and IVEDC** – Nick Wells, City Manager

INFORMATION ONLY:

6. **Discussion Regarding Recreational Trail Link Between Earl Walker Park and Holtville Wetlands Cultural Study Phase II** – Justina Arce, City Planner
7. **City Manager Report – Nick Wells**
 - a. Water/Wastewater Supervisor – Frank Cornejo
 - b. Public Works Foreman – Alex Chavez
 - c. Finance – Hector Orozco
 - d. Planning Quarterly Staff Report – Justina Arce
 - e. Quarterly Grant Report – Justina Arce

8. Items for future meetings

ADJOURNMENT:

I, Denise Garcia, City Clerk of the City of Holtville, California, **DO HEREBY CERTIFY** that the foregoing agenda was duly posted at Holtville City Hall on October 21, 2016.

①

MEETING DATE:	10/24/16
APPROVED FOR AGENDA	
CITY MANAGER	
FINANCE MANAGER	
CITY ATTORNEY	

**THE MINUTES OF THE REGULAR MEETING OF
THE HOLTVILLE CITY COUNCIL**

September 26, 2016

The Regular Meeting of the Holtville City Council was held on Monday September 26, 2016 at 5:30 p.m. in the Civic Center. Council Members present were Richard Layton, Mike Goodsell, Jim Predmore and Ginger Ward. Council Member David Bradshaw was absent. Staff members present were Nick Wells, Denise Garcia, Alex Silva, Bobby Benavidez, and Hector Orozco. City Treasurer George Morris, Attorney Steve Walker, and City Planner Justina Arce were also present.

CITY COUNCIL CLOSED SESSION MEETING CALLED TO ORDER:

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

CITY COUNCIL OPEN SESSION MEETING CALLED TO ORDER:

Mayor Predmore called the meeting to order at 6:00p.m.

PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was led by Mayor Predmore.

INVOCATION:

The invocation was led by Mike Goodsell.

CITY CLERK RE: VERIFICATION OF POSTING OF AGENDA:

City Clerk verified that the agenda was duly posted on Friday, September 23, 2016.

EXECUTIVE SESSION ANNOUNCEMENTS:

No action was taken

CONFERENCE WITH LABOR NEGOTIATORS:

(Government Code Section 54957.6)

Agency Negotiator: City Manager/City Attorney

Classified Employees

No Reportable Action Taken.

PUBLIC EMPLOYMENT:

(Government Code Section 54957.6)

City Manager Evaluation

Evaluation Criteria

No Reportable Action Taken.

CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION:

(Government Code Section 54956.9(a))

City of Holtville vs. Willowbend Mobile Home Park

Charles Simpson vs. City of Holtville

No Reportable Action Taken.

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION:

(Government Code Section 54956.9(b))

No Reportable Action Taken.

CONFERENCE WITH REAL PROPERTY NEGOTIATORS:

(Government Code Section 54956.9)

Property: Segment of Ralph Samaha Field 045-211-001

Agency Negotiators: City Manager and City Attorney

Under Negotiation: Price and Terms of Lease with Clear Talk Wireless

No Reportable Action Taken.

INTRODUCTION:

New Deputies to Holtville, Christian Torres and Geraldo Acuna, were introduced to the City Council and staff by Chief Bobby Benavidez.

PUBLIC COMMENTS:

Jennifer Hulsey stated that she was opposed to the tower and said it would decrease the value of her home as well as the interest in her home, questioning if people would event want to purchase her home if the cell tower is the main view.

Glen Allegranza stated that he had the same feelings that Jennifer Hulsey expressed and questioned the reasoning for the tower being placed at the park. He stated that it was an area that was used by kids seven days a week.

Steve Walker clarified that the project had not been approved and that Council could listen to the comments but could not comment.

Christina Toten thanked Mr. Wells and Mr. Predmore for taking time to discuss the tower with her at various times and stated that as a mother she was concerned about the space being used for the tower.

Ruth Chambers informed Council that she spoke before the Planning Commission and informed them that she had seen kids climbing the pump house at the City pool. She was worried about children climbing the cell tower and the surrounding facility stating kids would be hurt or cause damage to the facility. She told Council that she will be bringing in more signatures opposing the placement of the cell tower at Samaha Field.

Mike Goodsell thanked the audience for coming to the meeting and sharing their concern.

Mayor Predmore proposed a community meeting or workshop in order to discuss the cell tower in further detail in the public's best interest. He then thanked the public for their comments.

CONSENT AGENDA:

- 1. Approval of the Minutes from the Regular City Council Meeting of September 26, 2016.**
- 2. Approval of Demands #35543 thru #36588.**

A motion was made by Mr. Layton and seconded by Ms. Ward to approve items 1 and 2 of the Consent Agenda. The motion carried in the form of a roll call vote.

AYES: Goodsell, Ward, Predmore, Layton, Bradshaw

NOES: None

ABSENT: None

ABSTAIN: None

REPORTS OF OFFICERS, COMMISSIONS, COMMITTEES AND COMMUNIQES:

Ms. Ward reported that she would be attending an Area on Agency Meeting on October 3rd as well as the League of California Cities Conference in Long Beach that week.

Mr. Predmore reported that he would be attending ICTC on September 28th, the Dogwood Overpass Ribbon Cutting Ceremony on October 3rd, and the League of California Cities Conference in Long Beach that week.

Mr. Goodsell reported that he attended an Airport Land Use Commission meeting.

Steve Walker stated he would try and find time to attend the League of California Cities Conference in Long Beach.

NEW BUSINESS:

3. Discussion/Related Action to Adopt RESOLUTION #16-36 Approving the Community Development Block Grant (CDBG) Program Income (PI) Reuse Agreement – Hector Orozco, Finance Supervisor

A motion was made by Ms. Ward and seconded by Mr. Goodsell to Adopt Resolution #16-36 approving the Community Development Block Grant (CDBG) Program Income (PI) Reuse Agreement. The motion carried in the form of a roll call vote.

AYES: Goodsell, Ward, Predmore, Layton,

NOES: None

ABSENT: Bradshaw

ABSTAIN: None

4. Discussion/Related Action to Adopt RESOLUTION #16-37 Approving the Procurement Finance Policy, #100-03 – Hector Orozco, Finance Supervisor

A motion was made by Mr. Goodsell and seconded by Ms. Ward to adopt Resolution #16-37 approving the Procurement Finance Policy, #100-03. The motion carried in the form of a roll call vote.

AYES: Goodsell, Ward, Predmore, Layton

NOES: None

ABSENT: Bradshaw

ABSTAIN: None

5. Discussion/Related Action to appoint Mary Camacho to Represent the City of Holtville on the Imperial Valley Housing Authority Board for 2016 – Denise Garcia, City Clerk

This item was tabled; direction given to staff to reach out to Ms. Camacho and confirm her interest in serving as Holtville's representative.

INFORMATION ONLY:

6. Information Only: Preliminary Information Regarding the Purchase of New Fire Apparatus – Alex Silva, Fire Chief

No action taken; Direction given to staff to proceed with gathering additional information on New Apparatus.

7. City Manager Report – Nick Wells

a. Water/Wastewater Supervisor – Frank Cornejo

b. Public Works Foreman – Alex Chavez

The City Manager provided an overview of his staff report and updated Council on the Infratech Solar Project as well.

8. Items for Future Meetings

Mayor Predmore requested that they get together in order to put a plan together for Mack Park.

There being no further business to come before Council, Mayor Predmore adjourned the meeting at 6:53 p.m.

James Predmore, Mayor

Denise Garcia, City Clerk

CITY OF HOLTVILLE
Monthly Check Register

MEETING DATE:	10/24/16
ITEM NUMBER	2
Approvals	CITY MANAGER 
	FINANCE MANAGER
	CITY ATTORNEY

Date : 10/20/2016 2:19:18 PM
User Name : Lee Ann

Calendar Month/Year : <ALL> <ALL>

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11	74965			PP # 19 PAYROLL	ADMIN	756.99
12	74965			PP # 19 PAYROLL		756.99
Invoice Amount : 1,513.98		Discount Amount : 0.00		Check Amount : 1,513.98		
Check Number : 36590 Check Date : 9/23/2016						
Vendor : 7933 MARCOS CORNEJO						
10	74966			PP # 19 PAYROLL	ADMIN	1,369.20
Invoice Amount : 1,369.20		Discount Amount : 0.00		Check Amount : 1,369.20		
Check Number : 36591 Check Date : 9/28/2016						
Vendor : 1065 ACME SAFETY & SUPPLY CO.						
10	74791	9/19/2016	105645	NO TRUCK SIGNS	PW	176.04
10	74879	9/26/2016	106146-00	STREET SIGNS		589.68
Invoice Amount : 765.72		Discount Amount : 0.00		Check Amount : 765.72		
Check Number : 36592 Check Date : 9/28/2016						
Vendor : 2149 ACME STAFFING						
10	74896	9/26/2016	18896	TEMP EMPLOYEES	ADMIN	1,164.16
12	74896	9/26/2016	18896	TEMP EMPLOYEES	PW	1,260.60
Invoice Amount : 2,424.76		Discount Amount : 0.00		Check Amount : 2,424.76		
Check Number : 36593 Check Date : 9/28/2016						
Vendor : 8741 ADVANCED COMMUNICATIONS SYSTEMS, INC.						
10	74862	9/22/2016	17002	BENDIX ING ANTENNA	FD	149.77
Invoice Amount : 149.77		Discount Amount : 0.00		Check Amount : 149.77		
Check Number : 36594 Check Date : 9/28/2016						
Vendor : 1433 APPLIED INDUSTRIAL TECHNOLOGIES						
12	74914	9/27/2016	7008826104	GLOVES	PW	223.34
Invoice Amount : 223.34		Discount Amount : 0.00		Check Amount : 223.34		
Check Number : 36595 Check Date : 9/28/2016						
Vendor : 2378 AT&T						
10	74808	9/20/2016	8575154	TELEPHONE CHARGES	ADMIN	761.97
11	74808	9/20/2016	8575154	TELEPHONE CHARGES		191.93
12	74808	9/20/2016	8575154	TELEPHONE CHARGES		158.01
Invoice Amount : 1,111.91		Discount Amount : 0.00		Check Amount : 1,111.91		
Check Number : 36596 Check Date : 9/28/2016 Void Date : 9/28/2016						
Vendor : 1006 AUTO SUPPLY						
10	74861	9/22/2016	5648219104	GRIP; GLOVES		67.67
Invoice Amount : 67.67		Discount Amount : 0.00		Check Amount : 67.67		
Check Number : 36597 Check Date : 9/28/2016						
Vendor : 7800 AUTO ZONE COMMERCIAL						
10	74880	9/26/2016	5648194871	COOLANT FOR FLATBED	PW	6.26
10	74881	9/26/2016	5648155407	MOTOR OIL; PVC VALVE	FD	34.83
10	74882	9/26/2016	5648155408	PFC END ASSEMBLY		10.63
Invoice Amount : 51.72		Discount Amount : 0.00		Check Amount : 51.72		
Check Number : 36598 Check Date : 9/28/2016						
Vendor : 1237 BABCOCK & SONS, INC.						
11	74851	9/22/2016	BH62388-2279	LAB ANALYSIS		30.00
11	74852	9/22/2016	BH62335-2279	LAB ANALYSIS	PW	410.00
11	74853	9/22/2016	BH62337-2279	LAB ANALYSIS		585.00
Invoice Amount : 1,025.00		Discount Amount : 0.00		Check Amount : 1,025.00		
Check Number : 36599 Check Date : 9/28/2016						
Vendor : 8166 BOUNDTREE						

CITY OF HOLTVILLE
Monthly Check Register

Date : 10/20/2016 2:19:18 PM

User Name : Lee Ann

Calendar Month/Year : <ALL> <ALL>

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10	74802	9/20/2016	82271489	CURAPEX EXTRACTION DEVICE W/ CA	FD	227.37
Invoice Amount : 227.37		Discount Amount : 0.00		Check Amount :		227.37
Check Number : 36600		Check Date : 9/28/2016				
Vendor : 2160 CALIFORNIA CHAMBER OF COMMERCE		PW				
10	74890	9/26/2016	11055846	2016 EMPLOYMENT POSTERS		208.07
Invoice Amount : 208.07		Discount Amount : 0.00		Check Amount :		208.07
Check Number : 36601		Check Date : 9/28/2016				
Vendor : 7688 CINTAS FIRST AID & SAFETY		PW				
10	74798	9/20/2016	5005949441	SERVICE FIRST AID BOXES AT CITY		119.21
Invoice Amount : 119.21		Discount Amount : 0.00		Check Amount :		119.21
Check Number : 36602		Check Date : 9/28/2016				
Vendor : 8119 CITY OF IMPERIAL		BLDG				
10	74807	9/20/2016	1845	INSPECTIONS AND PLAN CHECKS FO		415.44
Invoice Amount : 415.44		Discount Amount : 0.00		Check Amount :		415.44
Check Number : 36603		Check Date : 9/28/2016				
Vendor : 2320 COUNTY MOTOR PARTS						
10	74797	9/20/2016	211128	REPAIRS TO VEHICLE DOOR		2.30
11	74797	9/20/2016	211128	REPAIRS TO VEHICLE DOOR	PW	2.30
12	74797	9/20/2016	211128	REPAIRS TO VEHICLE DOOR		2.30
10	74823	9/12/2016	209725	REPAIRS TO GATOR		20.49
10	74830	9/21/2016	211337	BATTERY FOR BOBCAT		54.75
11	74830	9/21/2016	211337	BATTERY FOR BOBCAT		54.75
12	74830	9/21/2016	211337	BATTERY FOR BOBCAT		54.76
Invoice Amount : 191.65		Discount Amount : 0.00		Check Amount :		191.65
Check Number : 36604		Check Date : 9/28/2016				
Vendor : 8742 DAVID VARGAS		ADMIN				
11	74893	9/26/2016	788 WEBB	DEPOSIT RENEWAL		69.52
Invoice Amount : 69.52		Discount Amount : 0.00		Check Amount :		69.52
Check Number : 36605		Check Date : 9/28/2016				
Vendor : 1845 DEPT OF JUSTICE		PW				
11	74803	9/20/2016	185821	FINGERPRINTING NEW EMPLOYEE W		32.00
Invoice Amount : 32.00		Discount Amount : 0.00		Check Amount :		32.00
Check Number : 36606		Check Date : 9/28/2016				
Vendor : 1540 DRAGON'S EXTERMINATOR		PW				
10	74828	9/21/2016	147336	PEST CONTROL SERVICES TO CITY B		200.00
Invoice Amount : 200.00		Discount Amount : 0.00		Check Amount :		200.00
Check Number : 36607		Check Date : 9/28/2016				
Vendor : 4572 EMPIRE SOUTHWEST						
12	74770	9/19/2016	0394662	INSPECT TRANSFER SWITCH		120.00
12	74773	9/19/2016	0393987	SYSTEM INSPECTION	PW	608.00
11	74855	9/22/2016	EPSL00009447	BASIC STANDBY POWER CLASSROOM		500.00
12	74855	9/22/2016	EPSL00009447	BASIC STANDBY POWER CLASSROOM		500.00
12	74857	9/22/2016	0395287	PERFORM FULL SYSTEM INSPECTION		851.00
Invoice Amount : 2,579.00		Discount Amount : 0.00		Check Amount :		2,579.00
Check Number : 36608		Check Date : 9/28/2016				
Vendor : 1124 FEDERAL EXPRESS		ADMIN				
10	74891	9/26/2016	5-548-32076	RETURN SIGNED DOCUMENTS		70.01
Invoice Amount : 70.01		Discount Amount : 0.00		Check Amount :		70.01
Check Number : 36609		Check Date : 9/28/2016				
Vendor : 1536 FERGUSON ENTERPRISES, INC. #1350						
10	74790	9/19/2016	3702836	WATER CARTRIDGE FOR DRINKING F	PW	45.50

CITY OF HOLTVILLE
Monthly Check Register

Date : 10/20/2016 2:19:18 PM

User Name : Lee Ann

Calendar Month/Year : <ALL> <ALL>

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11	74831	9/21/2016	3789560	MIDG CTTR; 4 SS PROBE; MARKING P		131.18
11	74876	9/26/2016	331000100247	BUSINESS PORTFOLIO	PW	46.61
Invoice Amount : 223.29			Discount Amount : 0.00		Check Amount :	223.29
Check Number : 36610		Check Date : 9/28/2016				
Vendor : 4662 FERNANDO RUIZ, INC.						
10	74771	9/19/2016	130003	SAFETY CONSULTANT	PW	235.00
11	74771	9/19/2016	130003	SAFETY CONSULTANT		235.00
12	74771	9/19/2016	130003	SAFETY CONSULTANT		235.00
Invoice Amount : 705.00			Discount Amount : 0.00		Check Amount :	705.00
Check Number : 36611		Check Date : 9/28/2016				
Vendor : 8353 HECTOR OROZCO						
10	74889	9/26/2016	SEPT. 2016	CELL PHONE	ADMIN	60.00
Invoice Amount : 60.00			Discount Amount : 0.00		Check Amount :	60.00
Check Number : 36612		Check Date : 9/28/2016				
Vendor : 1638 HOME DEPOT/GECF						
10	74801	9/20/2016	53466	BUILDING SUPPLIES FOR PUBLIC WOR	PW	46.49
Invoice Amount : 46.49			Discount Amount : 0.00		Check Amount :	46.49
Check Number : 36613		Check Date : 9/28/2016				
Vendor : 1163 I.C. TAX COLLECTOR						
12	74897	9/26/2016	2016-17 TX	SECURED PROPERTY TAX (WWTP)	ADMIN	16.60
Invoice Amount : 16.60			Discount Amount : 0.00		Check Amount :	16.60
Check Number : 36614		Check Date : 9/28/2016				
Vendor : 1121 I.V. PAINTS						
10	74825	9/12/2016	356077B	GLASS BEADS FOR STREET PAINTIN	PW	258.88
Invoice Amount : 258.88			Discount Amount : 0.00		Check Amount :	258.88
Check Number : 36615		Check Date : 9/28/2016				
Vendor : 2137 IMPERIAL IRRIGATION DISTRICT (WATER)						
11	74860	9/22/2016	AUGUST 2016	RAW WATER CHARGES	PW	3,892.00
Invoice Amount : 3,892.00			Discount Amount : 0.00		Check Amount :	3,892.00
Check Number : 36616		Check Date : 9/28/2016				
Vendor : 1027 IMPERIAL STORES						
10	74761	9/19/2016	579661	TOWELS; CLEANING SUPPLIES		23.63
10	74762	9/19/2016	856365	CLEANING SUPPLIES; CORD CONNECT		28.52
10	74763	9/19/2016	579769	CLEANING SUPPLIES		14.27
10	74764	9/19/2016	579720	ADHESIVE FASTENER; EPOXY WELD		11.02
10	74765	9/19/2016	579659	SHUTOFF; CLEANING SUPPLIES; STA		24.00
10	74776	9/19/2016	578995	METAL PAINT CAN		4.77
10	74777	9/19/2016	578993	METAL PAINT CAN FOR SHOP		4.77
10	74778	9/19/2016	578998	TOOL BOX		16.33
10	74779	9/19/2016	578987	PAINT BRUSH SET; MIXING CONTAINER		12.04
10	74780	9/19/2016	578915	REPLACEMENT TRIMMER HEAD		23.06
10	74781	9/19/2016	578911	SOAKER HOSE;		10.91
10	74782	9/19/2016	578901	PAINT; AND SUPPLIES		26.22
10	74783	9/19/2016	578713	PAINT; PRIMER FOR GRAFHITI		22.77
10	74784	9/19/2016	578676	PLASTIC SLEEVE; COMP SLEEVES R		4.32
10	74785	9/19/2016	578672	POLY TUBING; TEE		5.04
10	74786	9/19/2016	578667	PVC COMP COUPLING; ADAPTER; FLA		62.87
10	74787	9/19/2016	578647	BATTERIES; INFLATOR GAUGE		60.45
10	74788	9/19/2016	578488	PAINTING SUPPLIES FOR STREETS		36.76
10	74789	9/19/2016	578223	SPRAY PAINT		12.94
10	74795	9/20/2016	579313	MASON BIT; ANCHOR		24.13

CITY OF HOLTVILLE

Monthly Check Register

Date : 10/20/2016 2:19:18 PM

User Name : Lee Ann

Calendar Month/Year : <ALL> <ALL>

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11	74796	9/20/2016	579501	KEYS FOR GOLF CART		5.43
11	74799	9/20/2016	579675	HEX BOLT		0.44
12	74824	9/12/2016	579957	KEYS		4.43
12	74856	9/22/2016	579463	KEYS; TUBING; SAFETY GLASSES; GA		116.62
10	74865	9/22/2016	579322	CLEANING SUPPLIES		35.49
10	74866	9/22/2016	579865	ELECTRICAL TAPE		2.60
10	74867	9/22/2016	579853	BALL VALVE		5.93
11	74878	9/26/2016	580094	CHANNELOCK PLIER		9.17
12	74878	9/26/2016	580094	CHANNELOCK PLIER		9.18
10	74901	9/26/2016	580270	CLEANING SUPPLIES		1.50
10	74902	9/26/2016	580233	BATTERIES; MARKERS		15.65
10	74903	9/26/2016	579989	PAINT AND STENCILS		23.44
10	74904	9/26/2016	579879	MICRO FIBER TOWELS		15.11
Invoice Amount : 673.81		Discount Amount : 0.00		Check Amount :		673.81
Check Number :	36617	Check Date :	9/28/2016			
Vendor :	1757 IMPERIAL VALLEY ENVIRONMENTAL LAB					
12	74774	9/19/2016	8285	LAB ANALYSIS	PW	1,071.00
12	74775	9/19/2016	8300	LAB ANALYSIS		726.00
12	74858	9/22/2016	8308	LAB ANALYSIS		510.00
12	74909	9/27/2016	8328	LAB ANALYSIS		373.00
Invoice Amount : 2,680.00		Discount Amount : 0.00		Check Amount :		2,680.00
Check Number :	36618	Check Date :	9/28/2016			
Vendor :	1382 K-C WELDING & RENTAL, INC.					
11	74826	9/12/2016	B96290	WORK BOOTS (F. CORNEJO)	PW	100.00
12	74826	9/12/2016	B96290	WORK BOOTS (F. CORNEJO)		100.00
10	74827	9/12/2016	67096	ECHOMATIC HEAD; SPEED FEED		62.62
Invoice Amount : 262.62		Discount Amount : 0.00		Check Amount :		262.62
Check Number :	36619	Check Date :	9/28/2016			
Vendor :	1262 L.N. CURTIS & SONS					
10	74906	9/27/2016	52334	MONEX FORESTRY COAT	FD	187.11
10	74907	9/27/2016	51848	SHORT HANDLE FORESTRY GATED		160.74
Invoice Amount : 347.85		Discount Amount : 0.00		Check Amount :		347.85
Check Number :	36620	Check Date :	9/28/2016			
Vendor :	2278 LA BRUCHERIE IRRIGATION SUPPLY					
11	74877	9/26/2016	125689c	GASKET; GLUE; HANDY SAW	PW	48.09
Invoice Amount : 48.09		Discount Amount : 0.00		Check Amount :		48.09
Check Number :	36621	Check Date :	9/28/2016			
Vendor :	2143 LOWES BUSINESS ACCOUNT					
10	74800	9/20/2016	02063	BUILDING SUPPLIES FOR PUBLIC WORK	PW	320.05
Invoice Amount : 320.05		Discount Amount : 0.00		Check Amount :		320.05
Check Number :	36622	Check Date :	9/28/2016			
Vendor :	8111 NEWCASTLE FARMS LLC					
12	74910	9/27/2016	4817	INSPECT; RE BUILD & INSTALL CLOS	PW	13,783.56
Invoice Amount : 13,783.56		Discount Amount : 0.00		Check Amount :		13,783.56
Check Number :	36623	Check Date :	9/28/2016			
Vendor :	8011 NICHOLAS WELLS					
10	74894	9/26/2016	SEPT. 2016	MILEAGE	ADMIN	71.82
Invoice Amount : 71.82		Discount Amount : 0.00		Check Amount :		71.82
Check Number :	36624	Check Date :	9/28/2016			
Vendor :	1558 OFFICE DEPOT					
10	74908	9/27/2016	864716968001	OFFICE SUPPLIES	FD	32.39

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Fund	Transaction	Due Date	Invoice Number	Description	PO Number	Amount
Invoice Amount : 32.39		Discount Amount : 0.00		Check Amount :		32.39
Check Number : 36625		Check Date : 9/28/2016				
Vendor : 1037 PARKER'S PHARMACY						
11	74829	9/21/2016	04700624	POSTAGE TO RETURN METER PARTS	PW	12.72
11	74913	9/27/2016	4787302	UPS POSTAGE SERVICE		22.85
Invoice Amount : 35.57		Discount Amount : 0.00		Check Amount :		35.57
Check Number : 36626		Check Date : 9/28/2016				
Vendor : 1176 QUILL CORPORATION						
10	74804	9/20/2016	95264550	TELEPHONE	ADMIN	34.26
11	74804	9/20/2016	95264550	TELEPHONE	PW	34.26
12	74804	9/20/2016	95264550	TELEPHONE		34.27
10	74805	9/20/2016	95264549	OFFICE SUPPLIES		18.50
11	74806	9/20/2016	95006561	TONER CARTRIDGE		88.51
Invoice Amount : 209.80		Discount Amount : 0.00		Check Amount :		209.80
Check Number : 36627		Check Date : 9/28/2016				
Vendor : 8155 R & K AIR CONDITIONING						
11	74915	9/27/2016	29749	INSTALL COMPRESSOR AT WTP	PW	1,800.00
11	74916	9/27/2016	29830	REPAIRS TO A/C AT WTP		380.00
Invoice Amount : 2,180.00		Discount Amount : 0.00		Check Amount :		2,180.00
Check Number : 36628		Check Date : 9/28/2016				
Vendor : 1555 ROBERT S. NELSON AUTOMOTIVE						
10	74864	9/22/2016	11689	SERVICE AND REPAIRS TO VEHICLE	FD	396.82
Invoice Amount : 396.82		Discount Amount : 0.00		Check Amount :		396.82
Check Number : 36629		Check Date : 9/28/2016				
Vendor : 8138 SERVICE MASTER						
10	74794	9/20/2016	31706	JANITORIAL SERVICE FOR SEPTEMBE	PW	1,374.00
Invoice Amount : 1,374.00		Discount Amount : 0.00		Check Amount :		1,374.00
Check Number : 36630		Check Date : 9/28/2016				
Vendor : 1109 SPRINT						
11	74766	9/19/2016	984297987-098	DATA LINE FOR WATER PLANT	PW	34.88
Invoice Amount : 34.88		Discount Amount : 0.00		Check Amount :		34.88
Check Number : 36631		Check Date : 9/28/2016				
Vendor : 1419 STAPLES CREDIT						
12	74772	9/19/2016	7657	OFICE SUPPLIES; CHAIR	PW	106.90
Invoice Amount : 106.90		Discount Amount : 0.00		Check Amount :		106.90
Check Number : 36632		Check Date : 9/28/2016				
Vendor : 4562 TESTAMERICA LABORATORIES, INC.						
12	74767	9/19/2016	55164662	ANNUAL WWTP DRIED SLUDGE	PW	1,895.25
Invoice Amount : 1,895.25		Discount Amount : 0.00		Check Amount :		1,895.25
Check Number : 36633		Check Date : 9/28/2016				
Vendor : 2083 THATCHER CO.						
11	74768	9/19/2016	241388	ALUM SULFATE	PW	4,442.77
11	74859	9/22/2016	241484	SODIUM PERMAGANATE		3,511.35
Invoice Amount : 7,954.12		Discount Amount : 0.00		Check Amount :		7,954.12
Check Number : 36634		Check Date : 9/28/2016				
Vendor : 1049 UNDERGROUND SERVICE ALERT						
10	74792	9/19/2016	820160320	DIG ALERT TICKETS	PW	22.50
Invoice Amount : 22.50		Discount Amount : 0.00		Check Amount :		22.50
Check Number : 36635		Check Date : 9/28/2016				
Vendor : 1260 USA BLUEBOOK						
11	74769	9/19/2016	049781	BATTERY FOR FLOW METER	PW	106.23

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11	74911	9/27/2016	065961	1/2" TUBING		18.35
12	74912	9/27/2016	66646	PUMP; REPAIR PARTS; VALVES; TEST	PW	1,124.77
Invoice Amount : 1,249.35		Discount Amount : 0.00		Check Amount :		1,249.35
Check Number : 36636		Check Date : 9/28/2016				
Vendor : 2012 VERIZON WIRELESS						
10	74463	8/30/2016	9770303949	DATE LINE TO ENGINE	FD	38.01
10	74863	9/22/2016	9771958465	DATA LINE FOR FIRE ENGINE	FD	38.01
10	74895	9/26/2016	9771922202	CELL PHONE CHARGES	ADMIN	208.37
11	74895	9/26/2016	9771922202	CELL PHONE CHARGES		175.13
12	74895	9/26/2016	9771922202	CELL PHONE CHARGES		143.13
Invoice Amount : 602.65		Discount Amount : 0.00		Check Amount :		602.65
Check Number : 36637		Check Date : 9/28/2016				
Vendor : 1783 VIC'S A/C						
11	74854	9/22/2016	57252	REPAIRS/ SERVICE A/C AT WATER P	PW	601.58
Invoice Amount : 601.58		Discount Amount : 0.00		Check Amount :		601.58
Check Number : 36638		Check Date : 9/30/2016				
Vendor : 7821 PACIFIC HYDROTECH CORP.						
12	74928	9/29/2016	PMT. # 12	CONSTRUCTION PAYMENT # 12	WWTP	331,074.00
Invoice Amount : 331,074.00		Discount Amount : 0.00		Check Amount :		331,074.00
Check Number : 36639		Check Date : 10/4/2016				
Vendor : 8041 AFLAC						
10	74945	9/30/2016	109716	INSURANCE PREMIUM	ADMIN	122.81
Invoice Amount : 122.81		Discount Amount : 0.00		Check Amount :		122.81
Check Number : 36640		Check Date : 10/4/2016				
Vendor : 8721 ALEJANDRO ESTRADA						
11	74938	10/3/2016	1009	INSTALL WIRELESS CONNECTIONS BE		625.00
12	74938	10/3/2016	1009	INSTALL WIRELESS CONNECTIONS BE	ADMIN	625.00
10	74944	10/3/2016	1008	COMPUTER CONSULTANT; WEBSITE;		1,580.88
11	74944	10/3/2016	1008	COMPUTER CONSULTANT; WEBSITE;		495.00
12	74944	10/3/2016	1008	COMPUTER CONSULTANT; WEBSITE;		675.00
Invoice Amount : 4,000.88		Discount Amount : 0.00		Check Amount :		4,000.88
Check Number : 36641		Check Date : 10/4/2016				
Vendor : 2030 BLUE SHIELD OF CALIFORNIA						
10	74937	10/3/2016	OCT. 2016	HEALTH INS. PREMIUM	ADMIN	3,490.66
11	74937	10/3/2016	OCT. 2016	HEALTH INS. PREMIUM		2,317.22
12	74937	10/3/2016	OCT. 2016	HEALTH INS. PREMIUM		2,087.76
Invoice Amount : 7,895.64		Discount Amount : 0.00		Check Amount :		7,895.64
Check Number : 36642		Check Date : 10/4/2016				
Vendor : 8703 CALIFORNIA BUILDING STANDARDS COMMISSION						
10	74942	10/3/2016	3RD Q. 2016	CA BLDG. STANDARDS FEE AND REP	BLDG.	16.20
Invoice Amount : 16.20		Discount Amount : 0.00		Check Amount :		16.20
Check Number : 36643		Check Date : 10/4/2016				
Vendor : 8139 DEPARTMENT OF CONSERVATION						
10	74943	10/3/2016	3RD Q. 2016	STRONG MOTION INSTRUMENT & SEI	BLDG.	17.61
Invoice Amount : 17.61		Discount Amount : 0.00		Check Amount :		17.61
Check Number : 36644		Check Date : 10/4/2016				
Vendor : 8680 DEVELOPMENT DESIGN & ENGINEERING, INC.						
22	74955	10/4/2016	11085	ENGINEERING DESIGN SERVICES FOR	9TH STREET	21,110.00
Invoice Amount : 21,110.00		Discount Amount : 0.00		Check Amount :		21,110.00
Check Number : 36645		Check Date : 10/4/2016				
Vendor : 2403 HIGHLINE COOLING, LLC						

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10	74959	10/3/2016	OCT. 2016	OFFICE RENT PD/FD		2,000.00
Invoice Amount : 2,000.00		Discount Amount : 0.00		Check Amount :		2,000.00
Check Number : 36646		Check Date : 10/4/2016				
Vendor : 1174 INTN'L CITY/COUNTY MGMT ASSOCIATION		ADMIN				
10	74953	10/4/2016	NICHOLAS WELLS	MEMBERSHIP		720.00
Invoice Amount : 720.00		Discount Amount : 0.00		Check Amount :		720.00
Check Number : 36647		Check Date : 10/4/2016				
Vendor : 8106 JAMES PREDMORE						
10	74936	10/3/2016	9/29/16	SCAG MONTLY MEETING MILEAGE	COUNCIL	238.68
10	74956	10/4/2016	SCAG	MILEAGE FOR SCAG HOUSING SUMMMI		240.84
10	74958	10/3/2016	10/5/16	LEAGUE OF CITIES CONFERENCE		239.76
Invoice Amount : 719.28		Discount Amount : 0.00		Check Amount :		719.28
Check Number : 36648		Check Date : 10/4/2016				
Vendor : 2105 LEE & RO, INC.						
12	74961	10/4/2016	44105/11	CONSTRUCTION MANAGEMENT JUNE	WWTP	4,733.00
12	74962	10/4/2016	44105/12	CONSTRUCTION MANAGEMENT FOR J		5,424.00
12	74963	10/4/2016	44105/13	CONSTRUCTION MANAGEMENT AUGU		11,700.00
Invoice Amount : 21,857.00		Discount Amount : 0.00		Check Amount :		21,857.00
Check Number : 36649		Check Date : 10/4/2016				
Vendor : 1489 PERMA						
10	74954	10/4/2016	2ND QUARTER	WORKMEN'S COMP. QUARTERLY PA	ADMIN	7,298.25
11	74954	10/4/2016	2ND QUARTER	WORKMEN'S COMP. QUARTERLY PA		3,945.50
12	74954	10/4/2016	2ND QUARTER	WORKMEN'S COMP. QUARTERLY PA		4,690.25
Invoice Amount : 15,934.00		Discount Amount : 0.00		Check Amount :		15,934.00
Check Number : 36650		Check Date : 10/4/2016				
Vendor : 8339 SIMNSA HEALTH PLAN						
10	74946	10/3/2016	DENTAL OCT. 201	DENTAL INS. PREMIUM		56.60
11	74946	10/3/2016	DENTAL OCT. 201	DENTAL INS. PREMIUM	ADMIN	(53.20)
12	74946	10/3/2016	DENTAL OCT. 201	DENTAL INS. PREMIUM		67.60
10	74947	10/3/2016	OCT. 2016 HEALT	HEALTH INS. PREMIUM		565.03
11	74947	10/3/2016	OCT. 2016 HEALT	HEALTH INS. PREMIUM		(47.92)
12	74947	10/3/2016	OCT. 2016 HEALT	HEALTH INS. PREMIUM		473.42
Invoice Amount : 1,061.53		Discount Amount : 0.00		Check Amount :		1,061.53
Check Number : 36651		Check Date : 10/4/2016				
Vendor : 2055 VISION SERVICE PLAN						
10	74941	10/3/2016	Oct. 2016	VISION INSURANCE PREMIUM	ADMIN	155.74
11	74941	10/3/2016	Oct. 2016	VISION INSURANCE PREMIUM		138.63
12	74941	10/3/2016	Oct. 2016	VISION INSURANCE PREMIUM		95.43
Invoice Amount : 389.80		Discount Amount : 0.00		Check Amount :		389.80
Check Number : 36652		Check Date : 10/12/2016				
Vendor : 2227 GEORGE'S PIZZA						
10	75107			FOOD FOR CITY MANAGER MEETING	ADMIN	55.14
Invoice Amount : 55.14		Discount Amount : 0.00		Check Amount :		55.14
Check Number : 36653		Check Date : 10/12/2016				
Vendor : 8744 SANDRA TORRES						
10	75108			REIMB. FOR SUPPLIES FOR CITY MAM	ADMIN	44.66
Invoice Amount : 44.66		Discount Amount : 0.00		Check Amount :		44.66
Check Number : 36654		Check Date : 10/18/2016				
Vendor : 1065 ACME SAFETY & SUPPLY CO.						
10	75091	10/13/2016	106342-00	CONE BAR	PW	103.68
10	75092	10/13/2016	106317-00	TRAFFIC PAINT		133.22

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Invoice Amount : 236.90		Discount Amount : 0.00		Check Amount :		236.90
Check Number :	36655	Check Date :	10/18/2016			
Vendor :	2149 ACME STAFFING					
12	75089	10/13/2016	18884	TEMP. EMPLOYEE		1,260.60
10	75090	10/13/2016	18885	TEMP EMPLOYEE	PW	1,232.64
10	75093	10/13/2016	18908	TEMP EMPLOYEES	ADMIN	1,352.48
12	75093	10/13/2016	18908	TEMP EMPLOYEES		1,260.60
Invoice Amount : 5,106.32		Discount Amount : 0.00		Check Amount :		5,106.32
Check Number :	36656	Check Date :	10/18/2016			
Vendor :	8041 AFLAC					
10	75103	10/13/2016	349069	INSURANCE PREMIUMS	ADMIN	122.81
Invoice Amount : 122.81		Discount Amount : 0.00		Check Amount :		122.81
Check Number :	36657	Check Date :	10/18/2016			
Vendor :	1771 AIRWAVE COMMUNICATION					
10	75037	10/11/2016	606407	MAINTENANCE ON RADIOS	FD	226.00
Invoice Amount : 226.00		Discount Amount : 0.00		Check Amount :		226.00
Check Number :	36658	Check Date :	10/18/2016			
Vendor :	8016 AT&T MOBILITY					
10	75104	10/13/2016	OCT. 2872311181	CELL PHONE	ADMIN	99.30
Invoice Amount : 99.30		Discount Amount : 0.00		Check Amount :		99.30
Check Number :	36659	Check Date :	10/18/2016			
Vendor :	8728 ATHALYE CONSULTING ENGINEERING SERVICES, INC.					
22	75134	10/14/2016	HOLT-03	CONSTRUCTION MANAGEMENT JULY	WALNUT AVE IMPROV.	31,592.32
Invoice Amount : 31,592.32		Discount Amount : 0.00		Check Amount :		31,592.32
Check Number :	36660	Check Date :	10/18/2016			
Vendor :	4617 BAJA DESERT TIRE					
10	75116	10/13/2016	36289	TIRES FOR TAHOE	FD	469.95
12	75140	10/17/2016	36518	TIRES ON PW VEHICLE WWTP	PW	400.95
Invoice Amount : 870.90		Discount Amount : 0.00		Check Amount :		870.90
Check Number :	36661	Check Date :	10/18/2016			
Vendor :	8166 BOUNDTREE					
10	75028	10/11/2016	82285519	CURAPLEX NPA 23 F 6.0 MM		22.81
10	75029	10/11/2016	82283973	MEDICAL SUPPLIES	FD	269.94
10	75144	10/17/2016	82295411	MEDICAL SUPPLIES		466.62
Invoice Amount : 759.37		Discount Amount : 0.00		Check Amount :		759.37
Check Number :	36662	Check Date :	10/18/2016			
Vendor :	1750 CARROT TOP INDUSTRIES					
10	75145	10/17/2016	32204800	FLAG AND PARADE POLE	FD	263.76
Invoice Amount : 263.76		Discount Amount : 0.00		Check Amount :		263.76
Check Number :	36663	Check Date :	10/18/2016			
Vendor :	8119 CITY OF IMPERIAL					
10	75130	10/14/2016	1855	PLAN CHECK FEES FOR SEPT. 2016	BLDG.	66.53
Invoice Amount : 66.53		Discount Amount : 0.00		Check Amount :		66.53
Check Number :	36664	Check Date :	10/18/2016			
Vendor :	8736 CLINICAL LABORATORY OF SAN BERNARDINO, INC.					
11	75142	10/17/2016	952676	LAB ANALYSIS	PW	150.00
Invoice Amount : 150.00		Discount Amount : 0.00		Check Amount :		150.00
Check Number :	36665	Check Date :	10/18/2016			
Vendor :	2320 COUNTY MOTOR PARTS					
11	75050	10/11/2016	211776	BATTERY	PW	75.10
12	75050	10/11/2016	211776	BATTERY		75.11

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10	75051	10/11/2016	212188	ENGINE DEGREASER		9.91
Invoice Amount : 160.12		Discount Amount : 0.00		Check Amount :		160.12
Check Number : 36666		Check Date : 10/18/2016				
Vendor : 1907 COUNTY OF SAN DIEGO, RCS						
10	75027	10/11/2016	17HOLTFDN03	800 MHZ RADIOS	PW	760.83
11	75027	10/11/2016	17HOLTFDN03	800 MHZ RADIOS	FD	73.33
12	75027	10/11/2016	17HOLTFDN03	800 MHZ RADIOS		73.34
Invoice Amount : 907.50		Discount Amount : 0.00		Check Amount :		907.50
Check Number : 36667		Check Date : 10/18/2016				
Vendor : 7932 CR&R INCORPORATED						
10	75095	10/13/2016	OCT. 2016	TRASH SERVICE FOR SEPTEMBER 20	TRASH	(3,101.45)
13	75095	10/13/2016	OCT. 2016	TRASH SERVICE FOR SEPTEMBER 20		17,149.18
Invoice Amount : 14,047.73		Discount Amount : 0.00		Check Amount :		14,047.73
Check Number : 36668		Check Date : 10/18/2016				
Vendor : 8056 DANIELS TIRE SERVICE						
11	75069	10/13/2016	227030219	SERVICE AND REPACE TIRES ON VEH	PW	435.73
12	75069	10/13/2016	227030219	SERVICE AND REPACE TIRES ON VEH		435.74
Invoice Amount : 871.47		Discount Amount : 0.00		Check Amount :		871.47
Check Number : 36669		Check Date : 10/18/2016				
Vendor : 2208 DC FROST ASSOCIATES, INC.						
12	75074	10/13/2016	10413	BALLAST KIT; CYLINDER WIPER	PW	3,241.41
Invoice Amount : 3,241.41		Discount Amount : 0.00		Check Amount :		3,241.41
Check Number : 36670		Check Date : 10/18/2016				
Vendor : 1435 DEL SOL MARKET						
10	75100	10/13/2016	2251	SUPPLIES FOR CITY MANAGER MEETIN	ADMIN	4.07
10	75105	10/13/2016	2789	SUPPLIES FOR CITY MANAGER MEETI		5.99
Invoice Amount : 10.06		Discount Amount : 0.00		Check Amount :		10.06
Check Number : 36671		Check Date : 10/18/2016				
Vendor : 8680 DEVELOPMENT DESIGN & ENGINEERING, INC.						
22	75099	10/13/2016	11078	ENG. & CONSTRUCTION MANAGEMENT	115/GRAPE AVE	2,650.00
Invoice Amount : 2,650.00		Discount Amount : 0.00		Check Amount :		2,650.00
Check Number : 36672		Check Date : 10/18/2016				
Vendor : 4572 EMPIRE SOUTHWEST						
11	75071	10/13/2016	0395949	SERVICE GENERATOR AT WTP	PW	240.00
11	75072	10/13/2016	0395950	INSPECT TRANSFER SWITCH ON GEN		120.00
Invoice Amount : 360.00		Discount Amount : 0.00		Check Amount :		360.00
Check Number : 36673		Check Date : 10/18/2016				
Vendor : 4662 FERNANDO RUIZ, INC.						
10	75078	10/13/2016	130274	SAFETY CONSULTANT	PW	235.00
11	75078	10/13/2016	130274	SAFETY CONSULTANT		235.00
12	75078	10/13/2016	130274	SAFETY CONSULTANT		235.00
Invoice Amount : 705.00		Discount Amount : 0.00		Check Amount :		705.00
Check Number : 36674		Check Date : 10/18/2016				
Vendor : 1073 FIRE, ETC.						
10	75147	10/17/2016	94867	DOUBLE JACKET FIRE HOSE	FD	417.20
Invoice Amount : 417.20		Discount Amount : 0.00		Check Amount :		417.20
Check Number : 36675		Check Date : 10/18/2016				
Vendor : 2026 FORESTRY SUPPLIERS, INC.						
10	75098	10/13/2016	947003-00	GPS; ANTENNA; FIRE SHELTER; CAN	FD	907.17
Invoice Amount : 907.17		Discount Amount : 0.00		Check Amount :		907.17

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Check Number : 36676 Check Date : 10/18/2016						
Vendor : 1488 GREG BENTLY ELECTRIC						
10	75062	10/13/2016	2016215	REPAIRS TO LIBRARY		946.48
10	75063	10/13/2016	2016216	REPAIRS TO OUTSIDE LIGHTS AT LIB	PW	1,079.32
Invoice Amount : 2,025.80 Discount Amount : 0.00 Check Amount : 2,025.80						
Check Number : 36677 Check Date : 10/18/2016						
Vendor : 8685 HARBOR FREIGHT TOOLS						
12	75073	10/13/2016	133394	TWIN CYLINDER PUMP	PW	183.59
Invoice Amount : 183.59 Discount Amount : 0.00 Check Amount : 183.59						
Check Number : 36678 Check Date : 10/18/2016						
Vendor : 1959 HARRIS COMPUTER SYSTEMS						
10	75097	10/13/2016	XT00120504	CHECK PRINTING	ADMIN	134.81
11	75097	10/13/2016	XT00120504	CHECK PRINTING		134.81
12	75097	10/13/2016	XT00120504	CHECK PRINTING		134.83
Invoice Amount : 404.45 Discount Amount : 0.00 Check Amount : 404.45						
Check Number : 36679 Check Date : 10/18/2016						
Vendor : 1471 HD SUPPLY WATERWORKS, LTD						
11	75064	10/13/2016	G024991	REPAIR CLAMP	PW	154.48
11	75065	10/13/2016	G147183	BLUE SPRAY PAINT		118.81
Invoice Amount : 273.29 Discount Amount : 0.00 Check Amount : 273.29						
Check Number : 36680 Check Date : 10/18/2016						
Vendor : 1019 HOLTVILLE TRIBUNE						
10	75131	10/14/2016	8160	PUBLIC NOTICE ZONING ORD TEXT A	SUSTAINABLE COMMUNITIES	600.00
Invoice Amount : 600.00 Discount Amount : 0.00 Check Amount : 600.00						
Check Number : 36681 Check Date : 10/18/2016						
Vendor : 1638 HOME DEPOT/GECF						
10	75045	10/11/2016	9034249	PLIERS; WELERS PLIERS	PW	31.57
11	75125	10/14/2016	5034531	FAN/TURBINE FOR CHEMICAL ROOM		183.47
Invoice Amount : 215.04 Discount Amount : 0.00 Check Amount : 215.04						
Check Number : 36682 Check Date : 10/18/2016						
Vendor : 1910 HUMANA						
10	75101	10/13/2016	OCT. 2016	INSURANCE PREMIUM	AD,OM	280.86
11	75101	10/13/2016	OCT. 2016	INSURANCE PREMIUM		290.68
12	75101	10/13/2016	OCT. 2016	INSURANCE PREMIUM		291.02
Invoice Amount : 862.56 Discount Amount : 0.00 Check Amount : 862.56						
Check Number : 36683 Check Date : 10/18/2016						
Vendor : 1150 HUMANE SOCIETY OF IMPERIAL COUNTY						
10	75047	10/11/2016	OCT. 6 2016	ANIMAL CARE CHARGES FOR JULY,	ACO	900.00
Invoice Amount : 900.00 Discount Amount : 0.00 Check Amount : 900.00						
Check Number : 36684 Check Date : 10/18/2016						
Vendor : 1024 I.C. HEALTH DEPARTMENT						
12	75070	10/13/2016	17966	PHYSICAL FOR NEW EMPLOYEE	PW	140.00
Invoice Amount : 140.00 Discount Amount : 0.00 Check Amount : 140.00						
Check Number : 36685 Check Date : 10/18/2016						
Vendor : 4642 I.C. PUBLIC HEALTH DEPT. LAB.						
11	75077	10/13/2016	17954	WATER ANALYSIS	PW	120.00
Invoice Amount : 120.00 Discount Amount : 0.00 Check Amount : 120.00						
Check Number : 36686 Check Date : 10/18/2016						
Vendor : 2297 IMPERIAL COUNTY SHERIFF'S DEPT.						
10	75136	10/17/2016	SEPT. 2016	IMPERIAL CO SHERIFF SERVICES FOR	SHERIFF	80,639.13
Invoice Amount : 80,639.13 Discount Amount : 0.00 Check Amount : 80,639.13						

CITY OF HOLTVILLE

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Fund	Transaction	Due Date	Invoice Number	Description	PO Number	Amount
Check Number : 36687 Check Date : 10/18/2016						
Vendor : 1026 IMPERIAL IRRIGATION DISTRICT						
10	75132	10/14/2016	OCT. 2016	ELECTRICITY PARKS	ADMIN	1,698.37
10	75133	10/14/2016	OCTOBER 2016	ELECTRICITY		5,456.30
11	75133	10/14/2016	OCTOBER 2016	ELECTRICITY		8,163.87
12	75133	10/14/2016	OCTOBER 2016	ELECTRICITY		3,532.61
Invoice Amount : 18,851.15		Discount Amount : 0.00		Check Amount :		18,851.15
Check Number : 36688 Check Date : 10/18/2016						
Vendor : 2137 IMPERIAL IRRIGATION DISTRICT (WATER)						
11	75141	10/17/2016	SEPT. 2016	RAW WATER CHARGES	PW	3,156.00
Invoice Amount : 3,156.00		Discount Amount : 0.00		Check Amount :		3,156.00
Check Number : 36689 Check Date : 10/18/2016						
Vendor : 1027 IMPERIAL STORES						
10	75030	10/11/2016	580504	BATTERIES		14.03
10	75031	10/11/2016	580380	SWEEPER NOZZLE		3.61
10	75032	10/11/2016	580706	BATTERIES; TEFLON TAPE; SHOWER		16.84
10	75041	10/11/2016	580565	PROPANE GAS		4.58
10	75042	10/11/2016	579410	GLASSCHALK; GLASS MARKER; TAP		21.61
11	75049	10/11/2016	580488	COUPLING		7.16
10	75052	10/11/2016	579523	CONTAINER		4.42
10	75053	10/11/2016	579459	DOG FOOD		14.85
10	75054	10/11/2016	579147	NOZZLES; SWEEPER NOZZLES		32.84
10	75057	10/13/2016	579137	SPRINKLER REPAIRS		16.52
10	75058	10/13/2016	579109	DOG FOOD; TRIM LINE; NOZZLES		129.31
11	75059	10/13/2016	579818	METER LOCKS		12.37
11	75066	10/13/2016	580147	PADLOCK		11.19
12	75067	10/13/2016	580865	SANDING RESPIRATOR; CORD; SOAP;		90.04
10	75079	10/13/2016	579301	BLUE TAPE; HAMMER BIT;		23.54
10	75080	10/13/2016	579113	BOTTLED WATER FOR TRAIL DEDICAT		14.09
10	75081	10/13/2016	579340	CLEANING SUPPLIES		34.05
10	75082	10/13/2016	580533	LIQUID ACID; ANCHOR (POOL)		134.72
10	75083	10/13/2016	580167	RING SPRINKLR; CARBON IMP CELUL		16.85
11	75084	10/13/2016	580093	RAIN PONCHO		3.36
12	75084	10/13/2016	580093	RAIN PONCHO		3.36
10	75085	10/13/2016	579343	TRASH BAGS		16.19
11	75120	10/14/2016	580154	REFLECTIVE NUMBERS		12.46
11	75121	10/14/2016	580173	REPAIR PARTS		31.50
11	75122	10/14/2016	580097	REPAIR PARTS		3.29
11	75123	10/14/2016	580027	STORAGE BAGS		8.19
Invoice Amount : 680.97		Discount Amount : 0.00		Check Amount :		680.97
Check Number : 36690 Check Date : 10/18/2016						
Vendor : 1757 IMPERIAL VALLEY ENVIRONMENTAL LAB						
12	75076	10/13/2016	8337	LAB ANALYSIS	PW	4,892.00
12	75149	10/17/2016	8351	LAB ANALYSIS		1,163.00
Invoice Amount : 6,055.00		Discount Amount : 0.00		Check Amount :		6,055.00
Check Number : 36691 Check Date : 10/18/2016						
Vendor : 2303 J&S AG SUPPLIES						
11	75048	10/11/2016	55589D	COUPLINGS	PW	14.21
Invoice Amount : 14.21		Discount Amount : 0.00		Check Amount :		14.21
Check Number : 36692 Check Date : 10/18/2016						
Vendor : 8106 JAMES PREDMORE						

CITY OF HOLTVILLE

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Fund	Transaction	Due Date	Invoice Number	Description	PO Number	Amount
10	75137	10/17/2016	10/7/6	PARKING FOR LEAGUE CONF. ON 10/7		62.00
10	75138	10/17/2016	10/21/16	ACCOMODATIONS; MILEAGE FOR 2016	COUNCIL	708.12
Invoice Amount : 770.12		Discount Amount : 0.00		Check Amount :		770.12
Check Number : 36693		Check Date : 10/18/2016				
Vendor : 1382 K-C WELDING & RENTAL, INC.						
11	75068	10/13/2016	68757	ANGLE		35.64
12	75118	10/14/2016	68599	10" FORCE WEL BRN CMP	PW	199.79
11	75124	10/14/2016	68466	WORK BOOTS FOR I. CARRANCO		113.40
Invoice Amount : 348.83		Discount Amount : 0.00		Check Amount :		348.83
Check Number : 36694		Check Date : 10/18/2016				
Vendor : 8011 NICHOLAS WELLS						
10	75088	10/13/2016	10/5/16	ACCOMODATIONS / PER DIEM FOR LE	ADMIN	609.04
Invoice Amount : 609.04		Discount Amount : 0.00		Check Amount :		609.04
Check Number : 36695		Check Date : 10/18/2016				
Vendor : 1558 OFFICE DEPOT						
10	75034	10/11/2016	866533773002	INK CARTRIDGES		71.92
10	75035	10/11/2016	866533773001	OFFICE SUPPLIES	FD	17.42
10	75036	10/11/2016	864716947001	DUAL DVI CABLE		34.20
10	75146	10/17/2016	866533752001	BATTERY CHARGER		71.92
10	75150	10/17/2016	866533774001	FLASH DRIVE USB		34.58
Invoice Amount : 230.04		Discount Amount : 0.00		Check Amount :		230.04
Check Number : 36696		Check Date : 10/18/2016				
Vendor : 1978 ONESOURCE DISTRIBUTION						
10	75046	10/11/2016	S5292523001	FLOUR SP CASE	PW	46.16
Invoice Amount : 46.16		Discount Amount : 0.00		Check Amount :		46.16
Check Number : 36697		Check Date : 10/18/2016				
Vendor : 4595 PACIFIC SPORTS						
10	75033	10/11/2016	18	FIRE DEPT. T SHIRTS	FD	423.36
Invoice Amount : 423.36		Discount Amount : 0.00		Check Amount :		423.36
Check Number : 36698		Check Date : 10/18/2016				
Vendor : 1037 PARKER'S PHARMACY						
10	75038	10/11/2016	4787305	UPS POSTAGE	FD	2.56
12	75119	10/14/2016	4700734	UPS FEES	PW	104.90
Invoice Amount : 107.46		Discount Amount : 0.00		Check Amount :		107.46
Check Number : 36699		Check Date : 10/18/2016				
Vendor : 1405 PITNEY BOWES - PURCHASE POWER						
10	75094	10/13/2016	OCT. 2016	POSTAGE	ADMIN	380.71
11	75094	10/13/2016	OCT. 2016	POSTAGE		653.81
12	75094	10/13/2016	OCT. 2016	POSTAGE		653.81
Invoice Amount : 1,688.33		Discount Amount : 0.00		Check Amount :		1,688.33
Check Number : 36700		Check Date : 10/18/2016				
Vendor : 1450 PITNEY BOWES GLOBAL FINANCE SERVICES LLC						
10	75129	10/14/2016	3100568495	POSTAGE / FOLDING EQUIPMENT LEA	ADMIN	92.17
11	75129	10/14/2016	3100568495	POSTAGE / FOLDING EQUIPMENT LEA		92.17
12	75129	10/14/2016	3100568495	POSTAGE / FOLDING EQUIPMENT LEA		92.17
Invoice Amount : 276.51		Discount Amount : 0.00		Check Amount :		276.51
Check Number : 36701		Check Date : 10/18/2016				
Vendor : 1176 QUILL CORPORATION						
10	75126	10/14/2016	9640508	OFFICE SUPPLIES		30.86
11	75126	10/14/2016	9640508	OFFICE SUPPLIES	ADMIN	30.86
12	75126	10/14/2016	9640508	OFFICE SUPPLIES		30.87

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Fund	Transaction	Due Date	Invoice Number	Description	PO Number	Amount
12	75127	10/14/2016	9761091	PRINTER/COPIER		269.99
Invoice Amount : 362.58		Discount Amount : 0.00		Check Amount :		362.58
Check Number : 36702		Check Date : 10/18/2016				
Vendor : 1746 RDO EQUIPMENT CO.				PW		
10	75060	10/13/2016	22353	REPAIR PARTS FOR LAWN MOWER		34.69
Invoice Amount : 34.69		Discount Amount : 0.00		Check Amount :		34.69
Check Number : 36703		Check Date : 10/18/2016				
Vendor : 1043 SELLERS PETROLEUM				FD		
10	75039	10/11/2016	CL85164	FUEL FD		457.76
10	75044	10/11/2016	CL85165	FUEL (PW)	PW	616.78
11	75044	10/11/2016	CL85165	FUEL (PW)		332.77
12	75044	10/11/2016	CL85165	FUEL (PW)		469.36
Invoice Amount : 1,876.67		Discount Amount : 0.00		Check Amount :		1,876.67
Check Number : 36704		Check Date : 10/18/2016				
Vendor : 1632 SHELL FLEET				FD		
10	75139	10/17/2016	OCT. 2016	FUEL (FD)		24.17
Invoice Amount : 24.17		Discount Amount : 0.00		Check Amount :		24.17
Check Number : 36705		Check Date : 10/18/2016				
Vendor : 1373 SOUTHERN CA ASSOC. OF GOVTS.				ADMIN		
10	75102	10/13/2016	2016/17	DUES FOR 2016-17		652.00
Invoice Amount : 652.00		Discount Amount : 0.00		Check Amount :		652.00
Check Number : 36706		Check Date : 10/18/2016				
Vendor : 7841 SPARKLETTS				FD		
10	75040	10/11/2016	9439337100116	DRINKING WATER	PW	62.07
10	75043	10/11/2016	9431538100116	DRINKING WATER		296.40
Invoice Amount : 358.47		Discount Amount : 0.00		Check Amount :		358.47
Check Number : 36707		Check Date : 10/18/2016				
Vendor : 1109 SPRINT				PW		
11	75075	10/13/2016	984297987-099	DATA LINE FOR WATER PLANT		34.68
Invoice Amount : 34.68		Discount Amount : 0.00		Check Amount :		34.68
Check Number : 36708		Check Date : 10/18/2016				
Vendor : 1419 STAPLES CREDIT				PW		
12	75148	10/17/2016	14794	OFFICE CHAIRS FOR WWTP		172.77
Invoice Amount : 172.77		Discount Amount : 0.00		Check Amount :		172.77
Check Number : 36709		Check Date : 10/18/2016				
Vendor : 2318 SUNBELT RENTALS				FD		
10	75143	10/17/2016	63495340-001	REPAIRS TO ICE MACHINE		134.55
Invoice Amount : 134.55		Discount Amount : 0.00		Check Amount :		134.55
Check Number : 36710		Check Date : 10/18/2016				
Vendor : 1049 UNDERGROUND SERVICE ALERT				PW		
10	75061	10/13/2016	920160318	DIG ALERT TICKETS		12.00
Invoice Amount : 12.00		Discount Amount : 0.00		Check Amount :		12.00
Check Number : 36711		Check Date : 10/18/2016				
Vendor : 2524 VALLEY TESTING				FD		
10	75106	10/13/2016	27375	PRE EMPLOYMENT DRUG TEST		52.45
Invoice Amount : 52.45		Discount Amount : 0.00		Check Amount :		52.45
Check Number : 36712		Check Date : 10/18/2016				
Vendor : 1231 WALKER & DRISKILL				ADMIN		
10	75086	10/13/2016	7589	ATTORNEY FEES (WILLOW BEND)		850.00
10	75087	10/13/2016	7628	ATTORNEY FEES		2,000.00
Invoice Amount : 2,850.00		Discount Amount : 0.00		Check Amount :		2,850.00

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Fund	Transaction	Due Date	Invoice Number	Description	PO Number	Amount
Check Number : 36713		Check Date : 10/18/2016				
Vendor : 1058 XEROX CORPORATION						
10	75026	10/11/2016	086450052	COPIER LEASE AND USAGE FOR OCT.	FD	127.43
10	75096	10/13/2016	086450053	COPIER LEASE AND USAGE		277.39
11	75096	10/13/2016	086450053	COPIER LEASE AND USAGE	ADMIN	102.39
12	75096	10/13/2016	086450053	COPIER LEASE AND USAGE		102.41
Invoice Amount : 609.62		Discount Amount : 0.00		Check Amount :		609.62

Total Number of Vendors	:	103	:	0.00
Total Number of Checks Printed	:	125		
Total Number of Voided Checks	:	1		
Largest Check Amount	:	331,074.00		
Total for all Checks Printed	:	650,487.32		
Total for Voided Checks	:	(67.67)		
Net Amount of Checks Printed	:	650,419.65		

Summary

<u>Fund</u>	<u>Amount</u>
10 GENERAL FUND	131,078.71
11 WATER	40,900.00
12 SEWER	405,939.44
13 TRASH	17,149.18
22 LOCAL TRANSPORTATION FUND - TDA	55,352.32

City of Holtville
REPORT TO COUNCIL

MEETING DATE:	10/24/16
ITEM NUMBER	3
Approvals	CITY MANAGER 
	FINANCE MANAGER
	CITY ATTORNEY

DATE ISSUED: October 21, 2016
FROM: Hector Orozco, Finance Supervisor
SUBJECT: **Resolution No. 16-38** *Requesting Surplus State COPS Funds Held by the County of Imperial for the 2015-16 Fiscal Year*

ISSUE:

Shall the City Council adopt Resolution No. 16-38 authorizing the City's request for surplus funds allocated to the City through the State of California's Citizen Option for Public Safety ("COPS") Program to provide frontline police services?

DISCUSSION:

The Imperial County Executive Office, which administers the State's COPS funding locally, has the Finance Department that there is surplus COPS funding in the amount of \$29,176.72 accumulated for the 2015-16 fiscal year, in addition to the \$100,000 the City previously received.

FISCAL IMPACT

Receipt of an additional \$29,176.72 to be used towards police services.

RECOMMENDATION

Staff recommends that the resolution be adopted.

ALTERNATIVE

Not to adopt the Resolution and forego receipt of these funds

Respectfully Submitted,



Hector Orozco

**HOLTVILLE CITY COUNCIL
RESOLUTION NO. 16-38**

**A RESOLUTION OF THE HOLTVILLE CITY COUNCIL APPROVING THE ACCEPTANCE
OF ACCUMULATED SURPLUS FY 2015-16 FUNDS ALLOCATED BY THE STATE OF
CALIFORNIA UNDER THE CITIZEN OPTION FOR PUBLIC SAFETY (“COPS”)
PROGRAM TO PROVIDE FOR FRONT LINE POLICE SERVICES**

WHEREAS, the program known as the Citizens Option for Public Safety (“COPS”), allocates funds to local agencies to be used for front line law enforcement services; and

WHEREAS, the Imperial County Executive Office has received a surplus of COPS funds for 2015-16 fiscal year; and

WHEREAS, the City of Holtville will be allocated \$29,176.72 State COPS Grant Funds in addition to the \$100,000 previously received; and

WHEREAS, the funding of law enforcement officer salaries to provide patrols in and around schools and the business districts promotes and maintains safety for children and the general public;

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

1. That the City Council accepts the 2015-16 surplus State COPS Grant funds in the amount of \$29,176.72.
2. That the funds will be designated to be expended as allowable expenditures under AB 3229 to fund law enforcement officer salaries.
3. That the foregoing is true, correct and adopted.

PASSED, APPROVED AND ADOPTED by Holtville City Council at a regular meeting held on the 24th of October, 2016, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

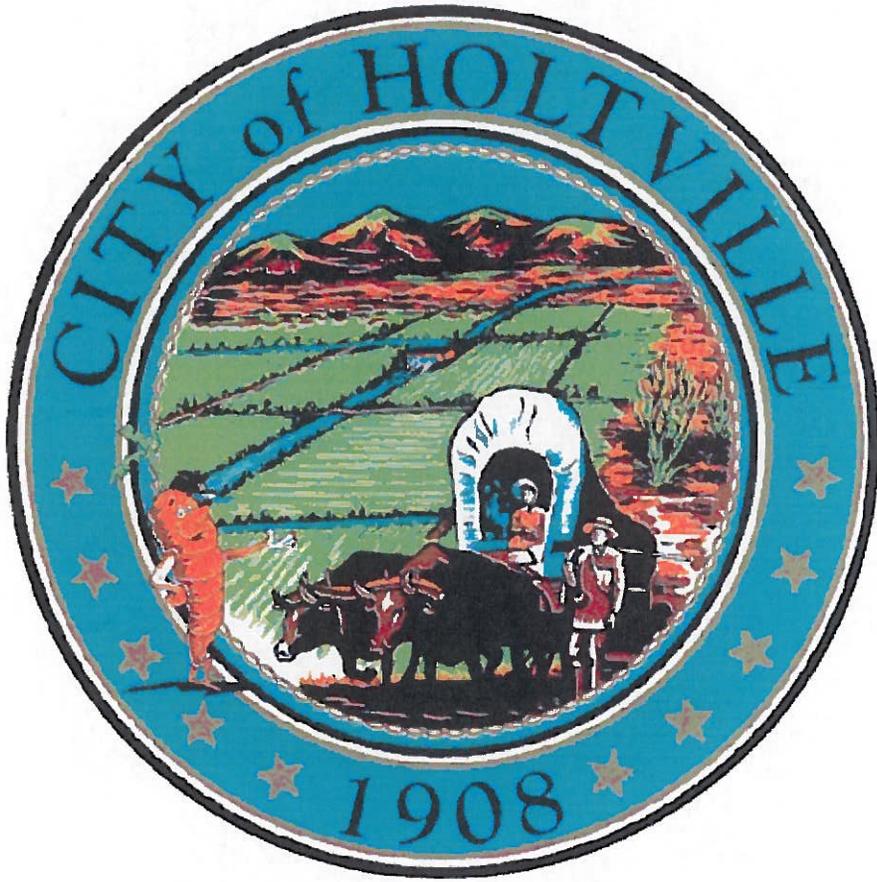
ABSENT:

Attest: _____
Denise Garcia, City Clerk

James Predmore, Mayor

4

MEETING DATE:	<u>10/24/16</u>
APPROVED FOR AGENDA	
CITY MANAGER	_____
FINANCE MANAGER	_____
CITY ATTORNEY	_____



City of Holtville Procurement Policy

Adopted: 10/24/2016

1.0 Purpose: The purpose of the City of Holtville Procurement Policy is to provide a procedure for procurement best practices for City of Holtville departments so that they may buy goods and services for the City in accordance with good and sound management principles.

As caretakers of the public trust and guardians of taxpayer dollars the City of Holtville holds particular responsibility for conducting procurements in a deliberate, fair and ethical manner. The goals of the City when making purchases are to:

- Purchase the proper good or service to meet the needs of the City;
- Get the best possible price for the good or service from responsible vendors;
- Get the best value for public dollars expended;
- Have the good or service available where and when it is needed;
- Ensure a continuing supply of needed goods and services;
- Allow responsible bidders a fair opportunity to compete for the government's business, through statutory requirements for competitive bids and proposals;
- Provide minority and women-owned businesses an opportunity in the contract award process; and
- Stimulate the local economy and job market by allowing local businesses an opportunity to compete in the City contract award process.

2.0 Applicability Policy: City procedures shall be followed in purchasing goods and services; however, additional requirements may be necessary to conform to contract provisions by specific funding sources. Each funding agency's program terms and conditions must be reviewed against this adopted policy to ensure individual purchases are in compliance with the applicable funding source. The stricter of the two shall apply.

3.0 Policy

Purchasing Agent Designated & Limits

The City Council has assigned the City Manager as the "Purchasing Agent". The purchasing agent coordinates the purchase of goods and services. The City

Manager is authorized to contract for, and expend up to \$15,000 for the acquisition of products, materials, supplies, and services, if such expenditure has been previously approved and budgeted by the City Council and as long as it follows the procurement requirements of this policy. The City Manager may not delegate this authority.

Purchasing dollar limits are per order. This policy specifically prohibits an order to circumvent the specified dollar limits known as splitting.

When procuring property and services under a Federal award, the City of Holtville, a non-Federal entity and sub-recipients of a state, will follow §§ 200.318 General procurement standards through 200.326 Contract provisions as follows, or as may be updated by the Federal Government.

Oversight

The City Manager is responsible for contract oversight. The finance manager is responsible for purchase order oversight.

Economy & Efficiency

The City's procedures shall avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

Awardees

The City shall award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Records Retention

The finance department shall maintain records sufficient to detail the history of procurement. Records shall include the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price. For CDBG funded activity, retention of all required records for 3 years after grantees or sub grantees make final payments and all other pending matters are closed. Records pertinent to federal awards must be retained for a period of 3 years from the date of submission of the final expenditure report; however, there are certain exceptions which can be found in 2CFR200.333 paragraph (a) - (f). For additional direction, See City of Holtville's Records Management Policy 000-15 adopted February 13, 2006.

Issue Resolution

The City Manager, in consultation with the City Attorney, shall be responsible for addressing or settling contractual and /or administrative issues arising out of procurement actions such as source evaluation, protests, disputes, or claims. See City of Holtville's Bid Protest Policy # 000-17 adopted on March 26, 2012.

Conflict of Interest

No persons who exercise or have exercised any functions or responsibilities with respect to awarding a contract , or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a contract, accept or solicit gratuities or have a financial interest in any contract, subcontract, or agreement with respect to a awarding contract, or with respect to the proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. Violation of this conflict of interest code may lead to disciplinary action and/or termination.

Competition

- a) All procurements shall be conducted in a manner that provides full and open competition. Situations considered to be restrictive of competition include:
 - Placing unreasonable qualifying requirements on firms
 - Requiring unnecessary experience and excessive bonding requirements

- Noncompetitive pricing practices between firms or affiliated companies
 - Noncompetitive contracts to consultants that are on retainer
 - Organization conflicts of interest • Specifying on a “brand name” instead of allowing for “an equal” product consideration
 - Arbitrary actions
- b) The City shall not conduct procurements in a manner that uses statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference.
- c) The City shall ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. The City shall not preclude potential bidders from qualifying during the solicitation period.

Procurement Process and Methods

The City shall ensure that all solicitation incorporate a clear and accurate description of the technical requirements for the materials, products, or services to be procured under one of the methods noted under this section as specified per dollar limits. The solicitation shall identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals. Purchasing dollar limits are per order. This policy specifically prohibits an order to circumvent the specified dollar limits known as splitting. Departments shall contact the finance department to coordinate volume bids of repetitive requirements (e.g., chemicals, paper goods, etc., which annually exceed the specified limit).

1. **Micro-Purchases**-Micro-purchases, \$3,500 or less, do not require competition or a cost/price analysis, but must be distributed equitably among qualified suppliers (to the extent practicable). Construction awards of \$2,000 or higher are subject to the Davis-Bacon Act. Micro-purchases may be awarded without soliciting competitive quotations if the City considers the price to be reasonable.
2. **Informal Purchases**-The purchasing departments must obtain goods and service which exceed \$3,500.00 through an open and fair and competitive

bidding process as required by State law and may be informally bid by facsimile, letter or email for project costs up to \$15,000. The City shall strive for a minimum of three bids in the informal bidding process.

3. Procurement by Seal Bids- All purchases in excess of \$15,000 shall be formally bid. Formal advertising must be approved by the City Council. Procurement shall be by sealed bids and shall be awarded to the lowest, responsive, and responsible bidder and shall require a firm fixed price contract. This method shall be the preferred method for procuring of construction services.

- Bid request/packet shall require written specifications
- At least two bids must be received
- All bids must be open publicly at the time and place advertised

4. Procurement by Competitive Proposals- This procedure is preferred and can only be used for qualification-based procurement of architectural/engineering (A/E) professional services. Competitive proposals is normally conducted with more than one source submitting an offer. The procurement by competitive proposals shall:

- a) be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- b) be solicited from an adequate number of qualified sources;
- c) have a written method for conducting technical evaluations (evaluation criteria) of the proposals received and for selecting recipients;
- d) be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

5. Procurement of Non-Competitive Proposals- Procurement by non-competitive proposals shall be used only when one or more of the following circumstances apply:

- a. The item is available only from a single source;
- b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- c. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the City; or
- d. After solicitation of a number of sources, competition is determined inadequate.

Contracting with Small and Minority business, Women’s business enterprises, and labor surplus area firms

The City shall take the following steps to ensure these WBE firms are used when possible:

1. Place qualified small, minority, and woman-owned business on solicitation lists.
2. Assure that such businesses are solicited when they are potential sources.
3. Divide total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses.
4. Establish delivery schedules, where requirements permits, which encourage such business to respond;
5. Use service and assistance from such organization as SBA, Minority Business Development Agency of the Department of Commerce; and
6. Require prime contractors to take the same affirmative steps.

Contract and Cost Price

- a) Every procurement in excess of the Simplified Acquisition Threshold (\$150,000) and (\$200,000 for CDBG funded Activity) must have a cost or price analysis performed, including contract modifications.
- b) Profit must be negotiated as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed.
- c) Cost or prices based on estimated cost for contracts are allowable to the extent that the costs incurred or estimates included in the negotiated prices would be allowable under the Federal cost principle.
- d) Cost plus a percentage of cost must not be used.

Procurement Review

The City shall make available for the Federal awarding agency or pass through entity (PTE) procurement documents when:

- Procurement processes or standards fail to comply with 2 CFR 200;
- Procurements are expected to exceed the Simplified Acquisition Threshold (150,000 or \$200,000 for CDBG funded Activity) and is to be awarded without competition or only one bid offer is received in response to a solicitation;
- The procurement, which is expected to exceed the Simplified Acquisition Threshold specifies a “brand name” product;
- The proposed contact is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
- A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

The City of Holtville may request that its procurement system be reviewed by the awarding agency to determine whether its systems meet these standards. Generally, these reviews occur where there is continuous high-dollar funding, and contract are awarded on a regular basis. The City may also self-certify its procurement system, but such certification does not limit awarding agency right to review the system.

Bonding Requirement

Bonding may be required for construction / facility improvement contracts/subcontracts exceeding the Simplified Acquisition Threshold (150,000) to ensure that the City’s interest in the procurement is adequately protected. Minimum requirements:

- A bid guarantee equal to 5% of the bid price to ensure that post bid selection that the successful bidder will enter into a binding agreement for the work.
- A performance bond to secure fulfillment of the contractor’s obligations for 100% of the contract price.
- A 100% payment bond to assure payment as required by law of all persons supplying labor and materials in performance of work specified in the contract.

Contract Provision

The City's contracts must contain applicable provisions described in Appendix II of Part 200 – Contract Provisions for non-Federal Entity Contracts under Federal Awards. Appendix II covers:

- Contracts in excess of \$150,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as breach contract terms, and provide for such sanctions and penalties as appropriate;
- Contracts >\$10,000 must address termination for cause and for convenience by the City including the manner by which it will be effected and the basis for settlement;
- Equal Employment Opportunity (all federally assisted construction contracts);
- Davis-Bacon Act (prime construction contract >\$2,000)
- Contract Work Hours and Safety Standards Act (>\$100,000) (mechanics or laborers)
- Rights to Inventions Made Under a Contract or Agreement;
- Clean Air Act and Federal Water Pollution Control Act (>\$150,000);
- Byrd Anti-Lobbying Amendment (>\$100,000);
- Debarment and Suspension; and
- CDBG funded activity must included Monitoring Checklist for Procurement.

Vendor/Project Files and Required Documentation

The Finance Department shall create a vendor/project files for each new vendor or project from whom the City of Holtville purchases goods or services or enters into a contractual agreement and shall contain a completed and signed IRS W-9 form and detailed procurement history.

Ethical Conduct in Purchasing

Ethical conduct in managing the City's purchasing activities is an absolute essential. Staff must always be mindful that they represent the City of Holtville and share a professional trust with other staff and the general membership.

Staff shall discourage the offer of, and decline, individual gifts or gratuities of value in any way that might influence the purchase of supplies, equipment, and/or services.

Non-Discrimination Policy

All vendors/contractors who propose to perform any work or furnish any goods under agreements with the City of Holtville shall agree to not discriminate against any employee or applicant for employment because of race, religion, color sexual orientation or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the vendors/contractors.

Vendors/contractors agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Notices advertisement and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for meeting the intent of this section.

Awards to Debarred and Suspended Parties

The City will not make any award or permit any award (sub grant or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689 "Debarment and Suspension". Staff shall search www.sam.gov by business name and all principal owners, individually by name. Search results shall be printed out and kept in project file.

RESOLUTION 16-39

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOLTVILLE
APPROVING ADOPTION OF REVISED POLICY 100-002 PROCUREMENT POLICY
AND REPEALING RESOLUTION 16-37 AND REPEALING AND REPLACING ANY
PREVIOUS ADOPTED PROCUREMENT POLICIES.**

WHEREAS, on September 26, 2016, the City council adopted resolution 16-37 known as "Procurement Policy # 100-002;" and

WHEREAS, the City Council now desires to repeal Resolution 16-37 and adopt revised Procurement Policy #100-002; and

WHEREAS, the City Council now desires to repeal and replace any previous adopted procurement policy; and

WHEREAS, the new revised procurement policy ensures that procurement be conducted in a standardized manner that provides full and open competition in line with 2 CFR 200.316-326 and CDBG's Grant Management Manual (GMM) Chapter 8 ; and

WHEREAS, the revised procurement policy ensures the City is in compliance when procuring good and services under federal awards; and

NOW THEREFORE, IT IS HEREBY RESOLVED that the City Council of the City of Holtville adopts revised Policy 100-02, Procurement Policy.

PASSED and APPROVED this 24th day of October 2016.

James Predmore, MAYOR

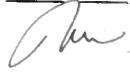
I, Denise Garcia, City Clerk of the City of Holtville, DO HEREBY CERTIFY that the foregoing resolution was duly passed, approved, and adopted by the City Council of said City of Holtville at a regular meeting thereof held on the 24th day of October and that the same was approved by the Mayor of said City of Holtville on said date, and that the same was adopted by the following roll call vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST:

Denise Garcia, City Clerk

City of Holtville
REPORT TO COUNCIL

MEETING DATE:	10/24/16
ITEM NUMBER	5
Approvals	CITY MANAGER 
	FINANCE MANAGER _____
	CITY ATTORNEY _____

DATE ISSUED: October 21, 2016

FROM: Nick Wells, City Manager

SUBJECT: **Resolution No. 16-40** *Providing Matching Funds for the Imperial Valley Small Business Development Center (IVSBDC)*

ISSUE: Shall the City Council adopt Resolution No. 16-40 authorizing the expenditure of City funds as portion of matching grant funds in support of the establishment of a new Small Business Development Center office in Imperial County?

DISCUSSION: A request was recently made by the Imperial Regional Alliance and IVEDC to have the City of Holtville contribute \$10,000 toward the matching component of a \$75,000 grant to fund the reestablishment of an office for the Imperial Valley Small Business Development Center (IVSBDC) in Imperial County. The grant is provided by the Federal Small Business Administration (SBA) and annually. This issue was presented to the Council previously when the IVSBDC had lost its housing at Calexico campus of San Diego State University and was forced to look for leasable office space. Unfortunately, they required funding was not fully secured and the IVSBDC closed its doors locally earlier this year.

The IVSBDC started in 1995 with the cooperation of Southwest College in Chula Vista and various local and county organizations throughout the region. During the time that the organization was closed locally, Southwestern College continued to provide services in the Valley through its regional network had a business advisor who met with clients at the Calexico Chamber, IVEDC office, and Brawley Chamber of Commerce. They have since reinitiated services locally as they seek additional funding

At the time that funding was last requested, Council inquired about the businesses in Holtville that had been assisted by the organization. Unfortunately, they had not worked with any Holtville businesses at that time. Last week the organization held a workshop here at City Hall, with two local businesses participating.

For comparison, here are the contributions budgeted to be made to local agencies in the current year:

<i>IV Film Commission</i>	<i>\$700</i>	<i>IVEDC</i>	<i>\$2,500</i>
<i>Turning Point</i>	<i>\$1,000</i>		

FISCAL IMPACT: Any contribution would come from the General Fund.

RECOMMENDATION: Staff recommends a more modest donation of perhaps \$1,0000.

ALTERNATIVE: Opt to fund the \$10,000 request, opt for a recommended smaller amount or decide not to provide any funding at this time.

October 18, 2016

James Predmore
Mayor of Holtville
121 W. 5th Street
Holtville, CA 92250



RE: *Small Business Development Center Initiative*

Dear Mr. Predmore,

Imperial Regional Alliance is submitting an application on Thursday, October 20, 2016 to host the Imperial Valley Small Business Development Center (IVSBDC). This letter serves to confirm resolution about our request for matching funds of \$10,000 to have the opportunity to successfully open a new Small Business Development Centers office in Imperial County.

The current goal is to raise matching funds of \$75,000. We are well on our way of reaching this goal but need additional assistance reaching this milestone. Your assistance will assure a continued delivery of financial, marketing and technical assistance in support of Imperial County's small business owners and entrepreneurs.

Please confirm your agreement to this resolution by signing this letter in the indicated space below and sending as an attachment via e-mail at judy@ivedc.com.

I would like to thank you in advance for considering IRA's proposal to provide business attraction and marketing services. If I can provide additional information or clarification regarding IRA's proposal, please don't hesitate to contact me directly via phone or e-mail: (760) 353.8332 or judy@ivedc.com.

Requested by:

Agreed To and Accepted For:

Signature: 

Signature: _____

Name: Judy Dang

Name: James Predmore

Title: Executive Director

Title: Mayor of Holtville

Organization: Imperial Regional Alliance Inc.

Organization: City of Holtville

Date: 18/10/2016

Date: _____

**HOLTVILLE CITY COUNCIL
RESOLUTION NO. 16-40**

**A RESOLUTION OF THE HOLTVILLE CITY COUNCIL AUTHORIZING THE
EXPENDITURE OF CITY FUNDS TO ASSIST IN MATCHING GRANT FUNDS TO
SUPPORT THE REESTABLISHMENT OF A SMALL BUSINESS DEVELOPMENT
CENTER OFFICE IN IMPERIAL COUNTY**

WHEREAS, the Imperial Valley Small Business Development Center (IVSBDC) began operations in Imperial County in 1995 with the cooperation of Southwest College in Chula Vista and various local and county organizations throughout the region; and

WHEREAS, grant funding for that organization is provided by the Federal Small Business Administration (SBA) requires a dollar-for-dollar match and renews annually; and

WHEREAS, a request was recently made by the Imperial Regional Alliance and the Imperial Valley Economic Development Corporation (IVEDC) to have the City of Holtville contribute \$10,000 toward that matching component of the SBA grant; and

WHEREAS, the City of Holtville desires to support the activities of the IVSBDC;

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

1. That the City Council authorizes the expenditure of \$_____ from the General Fund in support of the reestablishment of a Small Business Development Center office in Imperial County.
2. That the funds will be made available to IVSBDC upon passage of this Resolution.
3. That the foregoing is true, correct and adopted.

PASSED, APPROVED AND ADOPTED by Holtville City Council at a regular meeting held on the 24th of October, 2016, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Attest: _____
Denise Garcia, City Clerk

James Predmore, Mayor

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MEETING DATE:	10/24/16
APPROVED FOR AGENDA	
CITY MANAGER	_____
FINANCE MANAGER	_____
CITY ATTORNEY	_____

cc staff report

Report #1

To: Nick Wells, City Manager
Holtville City Council

From: Andrea Montano, Assistant Planner

Date: October 20, 2016

Project: **Recreational Trail Link Between Earl Walker Park and Holtville Wetlands**
Cultural Study Phase II

Summary:

Project:	Trail Link Between Earl Walker Park and Holtville Wetlands
Project Location:	Along the Alamo River Beginning at Earl Walker and Ending at Holtville Wetlands (See Exhibit A)
Pending Action:	Authorization to Move Forward with Cultural Study Phase II
Zoning:	Imperial County A1U (Limited Agriculture-Urban)
General Plan:	City OS (Open Space Recreation)
Environmental:	CEQA-Mitigated Negative Declaration Anticipated

INTRODUCTION AND BACKGROUND

The City of Holtville has been working on multiple projects to develop the areas along the Alamo River for conservation, open space and recreational purposes. The City has cleaned up the Alamo River bank south of SR 115 with funds from the BECC's Region 9 Border 2012 Program and recently constructed the Pete Mellinger Alamo River Trail Phase I project and improved with Recreational Trail Program funds and Habitat Conservation Funds. The City has also been working on a recreational trail Phase II project north of SR 115 up to a point planned for the Holtville Alamo River Wetlands. The ultimate goal is to link the City's 0.53 mile Phase I recreational trail with the future Holtville Wetlands. The purpose of this report is to present City Council with the results of the Cultural Study, and additional costs required based on the recommendations for a Phase II Cultural Survey.

ISSUES FOR DISCUSSION

Cultural Survey

A Cultural Study provides an area of potential effect for cultural resources that may be present. It gives a brief history of Native American tribes that may have lived in the area and what their habits were. The study also includes geological formations and explains the likely hood that there would be a breach on current paleontological resources. Cultural studies are required for areas that have not been previously disturbed before and/or that will involve deep excavations as a result of new development. Cultural surveys are very specialized and only a limited number of firms offer these services within the Imperial County.

The initial cultural study was prepared by Brian F. Smith and Associates in Southern California, a consulting firm that provides services required for environmental assessments of public and private projects. BFSA performed a cultural study, as required by CEQA, which examined archaeological records of previously recorded and newly recorded cultural resources, contact with the Native American Heritage Commission to search for Sacred Lands at the project site, and identification of unrecorded cultural resources. The cost of the service was **\$4,300**.

Results

During the survey, BFSA staff carefully inspected all exposed ground surfaces. Five cultural resources were discovered during the survey. Locations of four historic refuse deposits and the railroad bridge and railroad alignment were noted as having potential archaeological significance. The refuse deposit sites are required to be recorded and evaluated to determine a significant historic value. Additionally, BFSA noted that the only likely site that could be identified as historically important (as it may contain stratified deposits) is located 500 feet north of Highway 115. Additionally the railroad bridge also requires recordation and additional research. These tasks require Phase II Cultural Survey to be prepared, in order to explore these historical sites further.

Planning/Environmental Phase- A Mitigated Negative Declaration was prepared by The Holt Group, Inc. for review by the City's Environmental Evaluation Committee. The Mitigated Negative Declaration remains incomplete pending the Phase II Cultural Study.

Cost Estimates

Cultural Survey Cost- Cultural surveys are very specialized and only a limited number of firms offer these services within the Imperial County. Three firms provided a proposal for the Phase II Scope:

Brian F. Smith and Associates, Inc. (BFSA): Brian F. Smith and Associates in Southern California consulting firm that provides services required for environmental assessments of public and private projects. BFSA will perform Cultural Study Phase II, as required to comply with CEQA, which will fully record the elements of the historic sites and provide an evaluation of significance. The cost of the service will not exceed **\$12,200**.

Chambers Group: The Chambers Group has a local office in the City of El Centro. The company provided a cost estimate for Cultural Study Phase II that include following three tasks: task 1 is the project kick of meeting with management will cost \$2,402, Task 2 is the Cultural Resources Documentation and Evaluation which will cost \$8,474, and task 3 is the cultural resources evaluation report which will cost \$7,016. The cost of service will not exceed **\$17,892**.

Tierra Environmental Services: Tierra Environmental Services is based in and specializes in conducting cultural resources studies in Southern California. Costs include site recordation and surface collection (\$4,700), subsurface testing (\$3,600), laboratory processing and analysis (\$4,160), historic research (\$3,880), and report preparation and artifact curation (\$7,080). The remaining \$1,300 includes a per diem of \$1,000 for a total of \$100 dollars a night for 10 nights, \$200 towards mileage, and \$100 for reproduction and postage. The company provided a cost service that will not exceed **\$24,720**.

FISCAL IMPACT

It is recommended that the City consider the expenditure of funds for the required studies as proposed by Brian Smith and Associates in the amount of \$12,200 for a Phase II Cultural Study that will fully record the elements of the historic sites and provide an evaluation of significance and identification at the planned trail link. LTA funds can be a matching source since this is a transportation project. Due to the inter-transfer of funds from LTA to the General Fund for administrative costs, it is uncertain whether the LTA Fund will be able to support these costs in the upcoming fiscal year and fiscal management should be consulted. The total expended for Biological Survey, Phase I Cultural and Phase II Cultural will be approximately **\$16,500**.

PENDING ACTION

City Council should consider whether to authorize expenditures associated with conducting a Cultural Survey to complete CEQA Documents. It is recommended that City Council consider the following options:

1. Authorize staff to move forward with the completion of the Cultural Study in the amount not to exceed \$12,200; or
2. Not Authorize staff to move forward with the completion of Studies as this time; or

Alternative

3. Provide staff with an alternative direction

Should you have any questions and/or concerns regarding the information in this report, please feel free to contact Nicholas Wells at (760) 356-4574. Your written or verbal comments are encouraged and can also be forwarded to dgarcia@holtville.ca.gov.

Attachments

Exhibit A- Cost Estimates

Exhibit A-
Cost Estimates

Brian F. Smith and Associates



<u>Agreement for Services Contract: Proposal for An Archaeological Site Evaluations</u>	<u>Project:</u> Holtville Los Alamos River Trail <u>Location:</u> Holtville, Imperial County <u>Client:</u> Justina Arce Senior Planner/Project Manager The Holt Group 1601 N. Imperial Ave El Centro, CA 92243
<u>Submitted by:</u> Brian F. Smith and Associates, Inc. 14010 Poway Road, Suite A Poway, California 92064 Phone: (858) 484-0915 Fax: (858) 679-9896 Contact: Brian Smith	<u>Authorization:</u> This proposal is accepted and work is authorized by: <hr/> <div style="display: flex; justify-content: space-between;"> Signature Date </div>
BFSA Project Number: _____ Date: 8/1/16	

Scope of Work: Archaeological Site Evaluation Program

In order to produce a cultural resources evaluation for the CEQA review process of the Holtville Los Alamos Trail Project, the following tasks are required to fully record the elements of the historic sites and provide the necessary data to support the evaluation of significance.

- **Task 1:** Archaeologists will conduct a field investigation to record, in detail, all of the elements of the historic trash scatter for Sites Temp 1 through Temp 4. This process will follow standard archaeological protocol for field recordation of historic artifact scatters, including photographic documentation of the artifacts associated with the site and detailed mapping of any clustering of artifacts. A representative sample of artifacts will be collected from each site. These artifacts will be returned to the consultant's laboratory for cataloging and analysis.
- **Task 2:** Because subsurface deposits are anticipated at some of the sites, a series of shovel tests will be excavated to probe the soil and identify if the historic scatters are associated with buried deposits. In the event that associated historic deposits are discovered, these will be mapped via GPS, and analyzed to determine the dimensions of the deposit and any areas of potential importance. The number of shovel tests that will be required to evaluate the potential for subsurface deposits is dependent upon the size of the historic deposits. Between five and 15 shovel tests will be used at each site.
- **Task 3:** Historic research will be conducted to provide a context to the four historic trash scatters. The key target of this research is to determine if the materials are associated with nearby residences or simply roadside dumping.
- **Task 4:** Prepare a report to present all of the information gathered from the field investigation and research. This report will include a CEQA-level evaluation of the sites to determine if the resources constitute significant sites that could be affected by the project. As part of the report process, site recordation forms will be prepared to formally register the sites in the State Historic Preservation Office (SHPO) system. The final report will provide the significance evaluations and impact evaluations regarding the proposed trail system construction.
- **Task 5:** The railroad bridge located along the trail corridor meets the minimal age to qualify as a historic structure and linear feature. The bridge and railroad will be recorded as historic elements. The bridge will be recorded in the field, but no subsurface tests will be necessary. Research regarding the railroad construction and use will be conducted for the analysis of significance.

Cost Proposal:

Type of Contract: Time and Material

The tasks listed in the *Scope of Work* to provide the evaluations of Sites Temp-1 through Temp-5 will be invoiced on a time and materials basis. Based upon the tasks, the budget for the sites' evaluation program will be:

- Field investigation and recordation program: \$1,800.00
- Shovel test excavations: \$2,000.00
- Laboratory analysis of recovered artifacts: \$2,500.00
- Research, as needed: \$1,500.00
- Preparation of SHPO site registration forms: \$1,000.00 (\$200 each)
- Report of Findings: \$3,200.00
- Reimbursable Costs (Duplication, Mileage): \$200.00
- **Total time and materials budget not to be exceeded without authorization: \$12,200.00**

Invoices will be prepared based upon time and materials charges, and will reflect the number of hours used to complete the listed *Scope of Work*. In the event that discoveries are made that require additional work, or if any unanticipated tasks are encountered, a change order will be requested to increase the budget accordingly. Invoices will be based upon the schedule of hourly rates below.

General Schedule of Hourly Rates for Brian F. Smith and Associates

<u>Individual/Position</u>	<u>Hourly Rates*</u>
Brian F. Smith, Principal Consultant	\$150.00
Project Archaeologist	\$75.00
Field Archaeologist — Crew Chief/Supervisor	\$65.00
Archaeologist — Field Technician	\$55.00
Archaeologist — Laboratory Supervisor	\$65.00
Archaeologist — Laboratory Assistant	\$55.00
Graphics	\$50.00
Word Processing	\$50.00

**All hourly rates include base salary and overhead.*

Chambers Group



August 5, 2016

Proposal Number: 62484

Justina Arce
The Holt Group
City Planner/Senior Planner/Project Manager
1601 N. Imperial Ave
El Centro, CA 92243

Subject: Cultural Resources Evaluation for the Holtville Wetlands Trail Link Project, Holtville, Imperial County, California

Dear Ms. Arce,

Chambers Group, Inc. (Chambers Group) is happy to submit this proposal to the Holt Group to provide cultural resources services to document and evaluate four historic archaeological sites and one historic architectural resource within the Holtville Wetlands Trail Link Project Area (Project), located in the City of Holtville, Imperial County, California. All work will be conducted under the direction of individuals that meet the Secretary of the Interior Professional Standards and Qualifications in archaeology, history and architectural history; and who are Registered Professional Archaeologist (RPA), as it applies to archaeological resources.

PROJECT UNDERSTANDING

Chambers Group understands the Project has completed the Draft Initial Study / Mitigated Negative Declaration (IS/MND) and that the Phase I Cultural Resources report has been prepared by Brian F. Smith and Associates for the City of Holtville. Based on the Phase I Cultural Resources report a total of five cultural resources were observed (four historic archaeological sites and one historic railroad trestle bridge). The Phase I report did not formally document or evaluate these resources. Therefore, as part of the IS/MND the City is requiring these resources be documented and evaluated for eligibility for the California Register of Historical Resources (CRHR).

The following approach has been developed based on the information provided by the Holt Group who is supporting the City of Holtville with these requirements. The following approach is intended to satisfy the City's request for documentation and CRHR evaluations before initiating the Project.

TASK 1: PROJECT KICK-OFF AND MANAGEMENT

Upon receipt of written notice to proceed (NTP), Chambers Group will schedule a conference call with The Holt Group (Client) and the City (if desired). It is anticipated that the duration of the work efforts will be approximately 4 weeks. As such, Chambers Group will engage in regular coordination with the Client through frequent reporting (email or telephone).

This task also includes time for the project manager to coordinate with the Client, field team, and conduct final reviews of all documents. Up to two (2) phone conference meetings are included to discuss the results of testing and recommendations. If additional meetings are required, then a separate scope and cost may be submitted.

Chambers Group will assure document quality through extensive procedures and conventions of writing, formatting and usage, as well as through multiple levels of document review. Project management will provide scheduling, cost control and communication between Chambers Group and the Client.

TASK 2: CULTURAL RESOURCE DOCUMENTATION AND EVALUATION

Chambers Group will formally document the four historical archaeological sites and one historical trestle bridge within the Project area. Formal documentation will include recording each site on the appropriate Department of Parks and Recreation (DPR) 523-series forms. For archaeological resources this may include a primary record, archaeological site record, sketch map, location map, photographs and log. For the historic railroad trestle bridge this may include a primary record; building, structure, object record; linear feature record, location map, photographs and log.

Evaluation will include testing each archaeological site (ex. shovel surface unit, shovel test pit, and/or test excavation unit), additional research and identification of diagnostic artifacts (ex. maker's marks, can types) to ascertain a temporal period for the site; additional research (as needed); to assess eligibility and integrity as defined by CRHR and NRHP. Shovel test units will involve shallow scrapes of a given area (ex. one by one-meter area) excavated in 10 cm intervals until two (2) levels of sterile soil are excavated (minimum depth of 20 cm) or bedrock is reached; STPs will measure 30-35 centimeters (cm) in diameter and the archaeologists will excavate each in 20 cm levels until two (2) levels of sterile soil are excavated (minimum depth of 40 cm) or bedrock is reached. TEU's will measure 50 meters' square and the archaeologist will excavate each in 10 cm levels until two levels of sterile soil are excavated (minimum depth of 20 cm) or bedrock is reached. Chambers Group will screen all soils from the STP excavations through 1/4-inch hardware mesh using shaker screens.

Evaluation of this historic railroad trestle bridge will include development of a historic context, full documentation on the appropriate DPR 523-series forms as described above, and reviewing the resources within this context to assess eligibility under all criteria as defined by CRHR and NRHP and assess integrity as defined by NRHP.

This cost estimate assumes two (2) cultural resource specialists from Chambers Group will require three days to conduct the documentation and testing based on site conditions. Assumes no archaeological sites will be eligible for CRHR or NRHP, and that all analysis of artifacts will occur in the field.

If eligible cultural resources are identified or more time is required to assess significance, then a change in scope and cost may be required.

TASK 3: CULTURAL RESOURCES EVALUATION REPORT

The Cultural Resources Evaluation Report will be prepared and reference the *Phase I Cultural Resources Survey for The Holtville Wetlands Trail Link Project* (Smith 2016) with, specifically as it pertains to the prehistoric and historic overview of the area. The report will also include a research design specific to testing the historic archaeological sites and the historic context as it pertains to evaluating this historic railroad bridge trestle. The approach and results of testing and evaluation will be included with recommendations for further management of these resources, as needed. The report is assumed to contain up to 25 pages of text, graphics, and attachments. Chambers Group will provide a draft report to Client (and City if requested) for review within three weeks of completion of the fieldwork. This cost estimate assumes one round of consolidated report comments from Client (and City) will be received to be incorporated into the final document after draft review. If cultural resources are determined to be eligible for CRHR and NRHP additional coordination, recommendations, and/or analysis may be required, if such is required a revised scope and cost may be necessary

ESTIMATED COSTS

The services described in each option will be performed on a fixed fee basis. The costs for each option are shown below.

Options	Cost
Task 1: Project Kick Off / Management	\$2,402.00
Task 2: Cultural Resources Documentation and Evaluation	\$8,474.00
Task 3: Cultural Resources Evaluation Report	\$7,016.00
Total	\$17,892.00

ASSUMPTIONS

- CLIENT will provide Chambers Group with copies of all known documentation relating to the physical or other conditions concerning the project site within 5 working days after CLIENT has given authorization to proceed. It is assumed that Chambers Group can use and rely on the data and information contained in those documents as is without further technical review.
- Cost and schedule are based on our best judgment of the requirements known at the time of the proposal. If requirements are influenced by CLIENT needs and other circumstances appearing during the project, Chambers Group will accommodate CLIENT with revised cost and schedule changes.
- While Chambers Group will make every effort to manage each task to its estimated budget, by this contract will be responsible to stay within the limits of the total project contracted amount only.
- CLIENT or Chambers Group will not be expected to honor verbal promises or changes to any part of this proposal unless documented in writing between CLIENT and Chambers Group. Change orders will be



issued and signed by CLIENT and Chambers Group before starting additional work not included in the original proposal. Additional out-of-scope work will commence immediately after the change order is signed.

- Chambers Group complies with IWO-4-2001 (AB-60), Eight Hour Day Restoration and Work Place Flexibility Act of 1999. Its standard workday is 8 hours, and when estimating project costs we assume that there will be no overtime required. However, Chambers Group will accommodate CLIENT requests for longer days or other circumstances beyond its control to work more than 8 hours per day and pass along any additional charges that it is required to pay as a matter of law on a time-and-material basis.
- Costs to the project will be accrued and billed on a monthly basis on payment terms of Net 30 days. A reasonable interest charge will apply to any balance due over 30 days. Project deliverables may be withheld if payments are not received within 90 days of invoicing.
- Chambers Group assumes for costing purposes that its normal insurance coverage of \$1 Million per claim or occurrence for general liability, professional liability, workers compensation and automobile liability are adequate for this project.
- Chambers Group assumes that, by receipt of notice to proceed, full access to the property will be provided by CLIENT, including keys to locked gates and advance notice to existing property tenants of our right of entry. Additional time and expense incurred by Chambers Group staff denied access to the property at the time prearranged for the field surveys will be billed separately to CLIENT on a time-and-materials basis.
- Chambers Group can accommodate work delays and cancellations caused by strikes, accidents, acts of God, delays imposed by CLIENT, or other delays beyond the control of Chambers Group. Chambers Group reserves the right to pass through additional charges resulting from any such delays, including demobilization and remobilization costs.
- If the contracted scope of work is stopped by CLIENT for convenience or otherwise, the contract shall be considered complete and billing for work performed up to the time of cancellation shall become due and payable immediately upon presentation of Chambers Group's invoice.
- Chambers Group is basing its proposed costs on its most recent Commercial Terms and Schedule of Fees. Any agreed upon out-of-scope costs and additional work will be based on the same. Work that has been approved and booked will not be subject to new rates.
- Chambers Group can accommodate special invoicing requirements such as special formats or special backup materials. Requests for these special invoicing requirements may be billed as an approved augment to the contract on a time-and-materials basis.
- GIS data can be submitted in any of the following formats: (1) All ESRI, AutoCAD compatible; (2) AutoCAD (.dwg or .dxf); or (3) Microstation (.dgn). Acceptable image formats include: (1) TIF, (2) JPG (J-Peg), (3) SID (Mr. Sid), and (4) ECW. Chambers Group may charge additional costs related to translating the file into one of the above workable formats.

- Additional copies of documents beyond the scope in this proposal can be produced at \$.15 per page for text and \$2.00 per page for photographs, plus staff time.
- Chambers Group does not anticipate any challenges to a document it produces. In this unlikely event, Chambers Group assumes that it will be reimbursed by CLIENT for all costs internal and external that result. These costs are not included in the project cost.
- The cost presented in this proposal for the scope defined is valid for a period of 30 days from the proposal due date. Beyond 30 days, Chambers Group reserves the right to reevaluate the costs.
- Except as expressly provided to the contrary in CLIENT's contract, Chambers Group's Terms and Conditions shall apply.
- Chambers Group staff that are promoted to a different billing category while working on the project will be invoiced at the new category rate, however, the overall contract cost to CLIENT will not change for the agreed upon work.
- Chambers Group assumes participation in all CLIENT meetings pertaining in any way to its scope of work, and cannot be responsible for project commitments or project assignments that are made without Chambers Group's participation and concurrence.

AUTHORIZATION

Thank you for the opportunity to provide this proposal to The Holt Group. We look forward to continuing to work with you. Please contact Rachael Nixon at (858) 541-7104 extension 7106 or rnixon@chambersgroupinc.com if you have any questions or comments regarding this proposal.

Sincerely,

CHAMBERS GROUP, INC.



Rachael Nixon, MA, RPA
Managing Cultural Resources Specialist

Date

Attachments – Commercial Terms, General Conditions



CLIENT: _____

GENERAL CONDITIONS

1.0 Services to be Performed by Chambers Group, Inc. Chambers Group, Inc. (CHAMBERS) shall perform consulting services ("Services") in accordance with its proposal or in accordance with the Scope of Work agreed upon by the Parties. Upon execution by the Parties, each Scope of Work, together with this Agreement, shall be taken to constitute a separate contract.

1.1 Invoicing and Payment. The CLIENT will pay CHAMBERS for performance of CHAMBERS' Services, in accordance with the payment terms set forth in the Scope of Work pertaining to such Services. CHAMBERS' fee schedules are revised annually. The fee schedule in effect at the time the Services are performed shall apply to the Services.

CHAMBERS shall invoice CLIENT monthly for its Services, unless another invoicing schedule is set forth in the applicable Scope of Work. Invoices are due upon presentation and are past-due thirty (30) days from the date of the invoice. Should any invoice for payment remain outstanding for sixty (60) days or more, CLIENT agrees that CHAMBERS may suspend Services and/or demand prepayment of fees at CHAMBERS' option. In instances where CHAMBERS is acting in a subcontractor relationship, the CLIENT will pay CHAMBERS within ten (10) days from receipt of payment from its client or within sixty (60) days whichever is earlier. In the event of a dispute over payment, CLIENT shall pay all undisputed amounts in accordance with this Agreement. CLIENT agrees to pay a service charge of one and one-half (1-1/2) percent per month, compounded monthly from the past due date of the invoice, on past due accounts, subject to any limitations imposed by applicable usury laws. Notwithstanding and in addition to the provisions of the paragraph entitled "Disputes" in the event that it becomes necessary for CHAMBERS to contract for collection services to obtain payment of amounts due under this Agreement, CHAMBERS shall be entitled to reasonable collection costs.

CLIENT's default or delay in making timely payments relieves CHAMBERS from CHAMBERS' obligations, if any, to: (i) provide payment to any lower-tiered subcontractors and suppliers; (ii) remove liens and stop notices if they occur; and (iii) indemnify the CLIENT for any payments he or she must make to lien claimants. In the event that CLIENT is entitled to and does settle any lien claim that arises in connection with the Project, CLIENT may recover from CHAMBERS no more than the amount actually expended by the CLIENT to settle the claim.

CHAMBERS has and will continue to use all reasonable care to assure that assumptions used to prepare estimates of price and schedule are realistic, but schedule and cost will necessarily change if the assumptions prove to be inaccurate as a result of unforeseen or unpredictable events.

If at any time CHAMBERS or its officers or employees should be required or requested to prepare for or give expert or witness testimony or otherwise participate in a judicial or administrative proceeding involving the CLIENT or concerning matters in any way related to the Services under any Scope of Work, CLIENT agrees that such activities shall be deemed an approved change to the Scope of Work.

1.2 Performance of Services. CHAMBERS shall perform its Services in accordance with the standards of care and diligence customarily practiced by members of the profession performing professional consulting services of a similar nature. If, during the one (1) year period following completion or termination of Services, whichever is earlier, under the applicable Scope of Work, it is shown that there is an error in the Services as a result of CHAMBERS' failure to perform the Services in accordance with the above standard, and CLIENT has notified CHAMBERS in writing of the error within such one year period, CHAMBERS shall re-perform, at no cost to CLIENT, such corrective Services within the original Scope of Work, as may be necessary to remedy such error and to conform the Services to the above stated standard.

CHAMBERS shall, for the protection of CLIENT, demand available warranties, indemnities and guarantees with respect to machinery, equipment, materials and services from all vendors and subcontractors with whom CHAMBERS contracts, and shall render all reasonable assistance to CLIENT for the purpose of enforcing the same.

Except as expressly stated above, CHAMBERS makes no other warranty, expressed or implied, concerning any materials or services furnished pursuant to this agreement.

1.3 Indemnity. CHAMBERS shall release, indemnify and hold CLIENT harmless from and against any and all claims, demands, losses, expenses and causes of action resulting from or arising out of a failure of CHAMBERS to: (a) comply in material

respects with federal, state and local laws and regulations applicable to the Services; or (b) bodily injury or death of persons, or damage to or destruction of property to the extent that the same results from the negligence or willful misconduct of CHAMBERS, its employees, officers or agents while engaged in the performance of the Services.

1.4 Limitations. For any errors, omissions or other acts, including any damages based in contract, tort or other causes of action, CHAMBERS' liability, including that of its employees, agents, and officers shall not exceed amounts recovered under the scope and limits of CHAMBERS' insurance, described in the Paragraph entitled "Insurance" below, plus CHAMBERS' undertaking to correct errors, as stated in the Paragraph entitled "Performance of Services," above.

CLIENT shall release, defend, indemnify and hold CHAMBERS and its employees, officers and agents harmless from and against any and all other claims, demands, losses and causes of action.

1.5 Insurance. Commencing with performance of the Services, and for the entire term of this Agreement, CHAMBERS shall maintain the following insurance, and shall, upon the request of CLIENT, furnish copies of insurance certificates evidencing the following coverages:

Type and Limits

Workers' Compensation: Statutory Limits

Employer's Liability: \$1,000,000 per occurrence

Commercial Liability Insurance, including Contractual Liability, Property Damage, Bodily Injury and Death and Automobile Liability, \$1,000,000 combined single limit, \$1,000,000 annual aggregate

1.6 Changes. In the event CLIENT desires to make changes in the Services and so notifies CHAMBERS, CHAMBERS will perform such changes and additional work pursuant to the terms, conditions and pricing of this Agreement and the applicable Scope of Work. CLIENT acknowledges that the individual signing this Agreement on its behalf, or any authorized representative of CLIENT, may amend or change any Scope of Work.

1.7 Termination. Either Party may, prior to completion and without cause, terminate the Services under any or all Scopes of Work at any time upon five (5) working days' written notice to the other. In event that CLIENT terminates this Agreement without cause; CHAMBERS shall be paid for Services performed to the date of termination plus non-cancelable commitments entered into prior to CHAMBERS' receipt of notice of termination, and actual, reasonable, termination costs.

1.8 Term. The term of this Agreement is one year from its effective date; however, this Agreement shall automatically be renewed for consecutive one-year terms unless terminated by either Party. Termination shall not affect the rights, obligations and remedies of the parties.

1.9 Disputes. Anything herein to the contrary notwithstanding, any claim, dispute or other matter in controversy (herein called "dispute"), whether based on contract, tort, statute, or other legal theory (including but not limited to any claim of fraud or misrepresentation), arising out of or related to the Agreement, or breach thereof, shall be settled according to the procedures set forth in this "Disputes" Paragraph exclusively; provided, however, that (1) either party may seek preliminary judicial relief if, in its judgment, such action is necessary to avoid irreparable damage during the pendency of such procedures; and (2) nothing in this "Disputes" paragraph shall prevent either party from exercising the rights of termination or suspension set forth in the paragraphs within this Agreement entitled "Invoicing and Payment" or "Termination." Despite such judicial relief, termination or suspension, the Parties shall continue to participate in good faith in the procedures set forth in the paragraph entitled "Disputes." All negotiations and mediations conducted under this paragraph will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

1.9.1 Notice. Any Party may give the other Party written notice of any dispute not resolved in the normal course of business ("notice of dispute"). Within fifteen (15) days after delivery of the notice of dispute, the receiving Party shall submit to the other a written response. The notice and response shall include: (a) a statement of each Party's position and a summary of arguments supporting that position, and (b) the name and title of the executive who will represent that Party and of any other person who will accompany the executive. Within twenty (20) days after delivery of the notice of dispute, the executives of both Parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary,

to attempt to resolve the dispute. All reasonable requests for information made by one Party to the other will be honored.

1.9.2 Mediation. If the dispute has not been resolved by direct negotiations within thirty (30) days of the disputing Party's notice, or if the Parties failed to meet within twenty (20) days, the Parties shall endeavor to settle the dispute by mediation in Orange County or Los Angeles, California according to California law regarding confidentiality of mediation procedures and other procedures set by the parties. If the parties are unable to agree upon mediation procedures within the same thirty- (30) day period, the mediation shall be administered by the American Arbitration Association ("AAA") under its Commercial Mediation Rules in effect on the date of the notice of dispute to AAA. The costs of mediation shall be borne equally by the Parties.

1.9.2.1 Unless otherwise agreed in writing by the Parties, mediation will be commenced by notice of demand for mediation served by either Party upon the other in the same manner as otherwise provided for notice in this Agreement, and with the AAA within ten (10) days after the expiration of the period set forth in the subparagraph entitled "Mediation" above.

1.9.3 Arbitration. If the Parties have attempted in good faith to resolve the dispute by executive negotiations, mediation is initiated and the dispute remains unresolved thirty (30) days after mediation is initiated, or on whatever date the mediator sooner determines, or the Parties sooner agree in writing, that the dispute cannot be resolved by mediation, the dispute shall be settled by arbitration in Orange County, California under the then current Commercial Rules of Arbitration ("Rules") of the AAA, as supplemented or modified by this Agreement.

1.9.3.1 In the event that all or a portion of the dispute is the responsibility in whole or in part of a person or entity who is under no obligation to arbitrate such matter with the Parties in the same proceeding, the Parties shall delay or stay arbitration between them pending the determination, in a separate proceeding, of the responsibility and liability of such person or entity. Each Party agrees that any arbitration instituted by them under this subparagraph entitled "Arbitration," may, at the election of the other Party, be consolidated with any other arbitration proceeding involving a common question of fact or law between the electing Party and any other persons or entities. In any dispute concerning the application of this subparagraph entitled "Arbitration," the question of arbitrability shall be decided by the appropriate court and not by arbitration.

1.9.3.2 There shall be a single arbitrator appointed according to the Rules. If the Parties fail to select an arbitrator within ten (10) days after a demand for arbitration, AAA shall select the arbitrator. The arbitrator shall be neutral and must be knowledgeable in the subject matter of the dispute. The mediator who has served in that capacity under the Subparagraph entitled "Mediation" above shall not be eligible to serve as arbitrator.

1.9.3.3 In advance of the hearing, the arbitrator may compel the Parties to exchange a detailed statement of their claims, including the names and addresses of the witnesses and a brief description of the documents on which they intend to rely. The arbitrator may exclude from the hearing the introduction of any evidence or the testimony of any witness not disclosed to the other Party in advance as ordered by the arbitrator. The arbitrator may also permit the oral depositions of the Parties to be taken. However, there shall be no other pre-hearing discovery unless and then only to the extent that all Parties otherwise agree in writing.

1.9.3.4 Except for good cause, or in case of emergency, the arbitration hearing shall commence within thirty (30) days after the notice of demand for arbitration is given and shall, except for unusual and unanticipated circumstances, proceed during each business day thereafter until concluded.

1.9.3.5 The award may not grant any relief that could not be granted in court litigation to resolve the dispute under the law of the place governing the substance of the dispute. A monetary award may only be made for compensatory damages, and if any other damages (whether exemplary, punitive, consequential or other) are included, the award shall be vacated and remanded, or modified or corrected as appropriate to promote this damage limitation. The arbitrator shall award the prevailing party in the arbitration its reasonable attorneys' fees and costs incurred in connection with the arbitration. Any Party who succeeds, by claim or counterclaim, in court proceedings to stay litigation or compel arbitration shall also be entitled to recover all costs incurred in connection with such proceedings, including attorneys' fees to be awarded by the court. In addition, the arbitrator shall award the costs of administration by AAA as he or she may in his or her judgment decide.

1.9.3.6 Except as otherwise expressly provided in this subparagraph entitled "Arbitration," the award rendered by the arbitrator shall be final and judgment may be entered upon it in any court having jurisdiction. However, within fifteen (15) days after the date of the arbitration award, either Party may request the arbitrator to correct clerical, typographical or computational errors in the award and to make an additional award as to claims presented in the arbitration proceedings but not dealt with in the award.

1.9.3.7 Either Party can appeal to the U.S. District Court for the Southern District of California, if such court has jurisdiction, and otherwise to any state court of record in California having jurisdiction, to vacate and remand, or modify or correct the arbitration award: (a) for any grounds specified in this subparagraph entitled "Arbitration", or (b) if there is no substantial evidence to support the facts found in the arbitration award.

1.9.4 All applicable statutes of limitations and defenses based upon the passage of time shall be tolled while the procedures specified in this Paragraph entitled "Disputes" are pending. The Parties will take such action, if any, required to effectuate such tolling.

GENERAL PROVISIONS

2.0 Severability. If any provision of this Agreement is finally determined to be contrary to, prohibited by, or invalid under applicable laws or regulations, such provision will be renegotiated so as to give effect to the intent of the Parties to the maximum possible extent. Such determination and renegotiation shall not affect or invalidate the remaining provisions of this Agreement.

2.1 Use of Reports or Services. CHAMBERS' opinions, reports or Services may not be utilized in prospectuses, proxy solicitations, loan applications, or other documents or transactions reasonably expected to influence investment decisions without CHAMBERS' prior written consent. Nothing contained in or relating to the formation of this Agreement is intended to make any person or entity who is not a signatory to the Agreement a third party beneficiary. No one other than CLIENT shall be entitled to use and rely on the opinions, Services or reports produced hereunder.

2.2 Execution and Counterparts; Assignment. This Agreement and any Scope of Work may be executed and delivered in two or more counterparts and by each Party hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original and both of which taken together shall constitute but one and the same instrument. This Agreement may not be assigned by one Party without the consent of the other.

2.3 Remedies, Choice of Law. Neither Party shall be held liable for indirect or consequential damages of any nature whatsoever, howsoever arising. The obligations, responsibilities, warranties and liabilities of the Parties with respect to the Services shall be solely those expressly set forth in this Agreement. Remedies and limitations on liability shall apply regardless of whether an action is brought in contract, or is based on either Party's negligence, strict liability or another theory of law. The limitations stated in this Agreement extend collectively to the Parties' partners, joint venturers, licensors, insurers, and affiliates. CLIENT and CHAMBERS agree that any legal action with respect to the Services to be performed under this agreement shall be brought solely against the Parties, and not against affiliated companies, individual officers, employees or former employees of the Parties. This Agreement shall be governed by California law.

2.4 Confidentiality. CHAMBERS agrees to hold in confidence and not to use or disclose to any third party without the written consent of CLIENT any and all information relating directly to the Services provided, except as required by law or regulation, or as needed to carry out work under this Agreement. This obligation of confidentiality shall expire five (5) years after completion or termination of the Services under the applicable Scope of Work, and shall not apply to: (a) information in CHAMBERS' possession or known to CHAMBERS prior to its receipt in connection with this Agreement or the Services; (b) information independently developed by CHAMBERS at no cost to CLIENT and without the use of CLIENT's confidential information; (c) information which is or becomes public knowledge through no fault of CHAMBERS; and (d) information which is or becomes available on an unrestricted basis from a third party which CHAMBERS has no reason to believe has an obligation of confidentiality.

2.5 Ownership of Records. The transfer of ownership of records, documents, plans, and other project related material will take place after the invoices are paid in full. Until then, the documents, etc. remain the property of CHAMBERS subject to paragraph 2.4, above, all reports, logs, field data, field notes, calculations, estimates and other documents prepared by

CHAMBERS under this Agreement shall remain the property of CLIENT after receipt of final payment. CHAMBERS shall be entitled to maintain file copies, subject to CHAMBERS' confidentiality agreement set forth in paragraph 2.4 above. CLIENT shall not, except with CHAMBERS' prior written consent, utilize the same on other projects. Inventions or software conceived or developed by employees of CHAMBERS in the course of the Services shall belong exclusively to CHAMBERS.

2.6 Force Majeure. Unless otherwise specified in this Agreement, CHAMBERS shall be obligated to perform its Services within a reasonable period of time. Schedules are estimates only. CHAMBERS shall not be responsible for delays in the completion of the Services if such delays are created by reason of any unforeseen cause or causes beyond CHAMBERS' reasonable control, including, but not restricted to acts of God or the public enemy, acts or delays of governmental or regulatory bodies, acts or delays of other contractors or CLIENT, fire, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather. In the event of delay due to any such cause, CHAMBERS shall be paid by CLIENT only for actual out-of-pocket costs occasioned by such delay, including standby costs, as a pre-authorized change in the Scope of Work.

2.7 Compliance. CHAMBERS agrees to perform its Services in accordance with all applicable laws and regulations which are in force and effect at the time of performance.

2.8 Information Obtained from Others. The parties agree that CHAMBERS will be supplied with certain information and/or data by CLIENT and/or others, and that CHAMBERS will rely on same. CHAMBERS shall not be responsible for verifying the accuracy of such information, unless the applicable Scope of Work provides for verification by CHAMBERS.

2.9 Provision of Information. CLIENT shall immediately notify CHAMBERS in writing of any new data, information or knowledge in the possession of or known to CLIENT relating or relevant to performance of the Services. CLIENT recognizes that new information may require revision of CHAMBERS' opinions or analyses.

2.10 Timely Review and Comment. CLIENT shall promptly review all documents, reports, data and recommendations submitted by CHAMBERS and shall communicate with CHAMBERS to avoid delay in the performance of the Services.

2.11 Headings and Construction. Article and paragraph headings do not affect meaning. Neither Party hereto nor shall its respective counsel be deemed the drafter of this Agreement. The language in all parts of this Agreement shall in all cases be construed according to its fair meaning and not strictly for or against any Party hereto.

2.12 Independent Contractor. CHAMBERS shall perform its Services as an independent contractor and not an employee or agent of CLIENT.

2.13 Notice. All notices and demands which any Party is required or desires to give to any other shall be given in writing by personal delivery or by express courier service or by certified mail, return receipt requested, to the address set forth in the Proposal or Scope of Work for the respective Party, to the attention of the respective designated representative. If any Party gives notice of a change of name or address, notices to that Party shall thereafter be given as demanded in that notice. All notices and demands given by personal delivery or by express overnight courier service shall be effective upon receipt at the address given in the Scope of Work for Notices; all notices given by mail shall be effective on the third business day after mailing to the receiving Party's representative.

2.14 Access. CLIENT warrants that it has or will obtain timely access for CHAMBERS to all necessary areas of the location and any other property necessary for the performance of the Services.

2.15 Site Characteristics and Hazards. CLIENT will provide CHAMBERS with all relevant information available concerning the location which could affect the Services. CHAMBERS will use all reasonable care to minimize damage to the location and other properties, but has included only customary site cleanup in the Scope of Work.

Chambers Group, Inc.

Commercial Terms

Effective January 2016

SCOPE OF SERVICES. Chambers Group, Inc. ("Chambers Group") will perform the services in its proposal or, as set forth in the Scope of Work (Exhibit A) ["Services"] in accordance with the following Commercial Terms.

BILLING RATES

STAFF. Charges for all professional, technical, and administrative personnel directly charging time to the project will be calculated and billed on the basis of the following staff category hourly "Billing Rates." Billing Rates include fringe benefits, burden, and fee.

<u>Staff Title</u>	<u>Rate</u>	<u>Staff Title</u>	<u>Rate</u>
Senior Director	210.00	Project Controls Specialist	85.00
Director/Program Manager	190.00	Project Assistant/Tech. Editor	79.00
Sr. Project Manager	150.00	Word Processor	68.00
Project Manager	128.00	Clerical/Technician	55.00
Managing Cultural Resources Specialist	145.00	Managing Environ. Planner	175.00
Senior Cultural Resources Specialist	120.00	Senior Environ. Planner	139.00
Project Cultural Resources Specialist	108.00	Project Environ. Planner	118.00
Staff Cultural Resources Specialist	95.00	Staff Environ. Planner	105.00
Cultural Resources Specialist	82.00	Environ. Planner	95.00
Assistant Cultural Resources Specialist	67.00	Assistant Environ. Planner	85.00
Managing Biologist / Botanist	175.00	Principal Air/Noise Specialist	175.00
Senior Biologist / Botanist	139.00	Senior Air/Noise Specialist	139.00
Project Biologist / Botanist	118.00	Project Air/Noise Specialist	118.00
Staff Biologist / Botanist	105.00	Staff Air/Noise Specialist	105.00
Biologist / Botanist	95.00	Air/Noise Specialist	95.00
Assistant Biologist / Botanist	85.00	Asst. Air/Noise Specialist	85.00
Senior GIS Analyst	134.00		
Staff GIS Analyst	109.00		
GIS Technician	92.00		

All staff personnel have been classified in the above staff categories based on discipline skills, education, and experience level. All travel time, to a maximum of eight (8) hours per day, will be charged at the Billing Rates. All labor rates listed above are quoted based upon an 8-hour workday.

LITIGATION/EXPERT SUPPORT. In the event that Chambers Group's employees are requested by Client or compelled by subpoena or otherwise by any party to give expert or witness testimony or otherwise participate in a judicial or administrative proceeding involving the Client at any time, Client shall compensate Chambers Group at two hundred percent (200%) of the Billing Rate,



including preparation time, and shall reimburse for all out-of-pocket costs as provided herein.

RETAINER. Chambers Group may require advance deposit of funds on specific projects based on project cost estimates. In those instances, Chambers Group and the Client will mutually agree on terms for the deposit of advance payments with the understanding that the retainer will normally be applied to final invoices.

OTHER DIRECT COSTS. "Other Direct Costs" are all costs and expenses incurred by Chambers Group directly attributable to the performance of project Services and are billed at actual cost plus a fifteen percent (15%) fee. Other Direct Costs include permits, special insurance and license, subcontracts, outside computer time, miscellaneous materials, travel and travel-related expense and equipment purchased for a project with advance authorization. Charges for Chambers Group's laboratory services, usage of Chambers Group's proprietary technology, and lease of Chambers Group-owned equipment carry no fee markup.

OFFICE REIMBURSABLE EXPENSES. Charges for communications such as telephone, fax, postage, overnight delivery, courier services, standard office equipment usage, and costs for in-house binding materials and reproduction of small reports, figures and color photos, and costs for field personnel safety gear will be billed all inclusive at 3% of labor fees.

INVOICING AND PAYMENT. Invoices will be issued monthly itemizing the staff categories, hours worked, rates, and other direct costs. Copies of supporting documentation will be provided for time-and-materials projects upon Client's request. Original receipts will be available for review at Chambers Group's Santa Ana, California office, but will not be released. Payments are due at the address appearing on the invoice within thirty (30) days of invoice date. In instances where Chambers Group is acting in a subcontractor relationship, the client will pay Chambers Group within ten (10) days from receipt of payment from client or sixty (60) days whichever is less. Invoices not paid within thirty (30) days are subject to interest from the thirty-first (31st) day at the rate of one and one-half percent (1 ½ %) per month (18% per annum). In addition, Chambers Group may, after giving seven (7) days written notice to Client, suspend Services without liability until the Client has paid in full all amounts due to Chambers Group for Services rendered and expenses incurred including interest on past due invoices, or terminate Services without liability. If there is a disputed amount on an invoice, Client agrees to pay all undisputed amounts in the thirty (30) day period. In the event that Chambers Group places Client's account in the hands of an attorney or collection agency for collection, Client agrees to pay Chambers Group all fees and expenses, including attorney's or agency's fees and expert fees necessitated thereby.

ESTIMATES OF COSTS AND SCHEDULES. Chambers Group's estimates of costs and schedules are for Client's budget and planning assistance only. Cost and schedule estimates are based on our best judgment of the requirements known at the time of the proposal and can be influenced favorably or adversely by Client needs and other circumstances. Chambers Group will endeavor to perform the Services and accomplish the objectives within the estimated costs and schedule, but in no event shall Chambers Group's estimate be interpreted as a not-to-exceed or fixed price. In the event Chambers Group is required to exceed its original estimate for any reason, the Client may wish to: (1) redefine the scope of Services in order to accomplish Client's budget objectives, or (2) terminate Services at a specific expenditure level. If option (2) is chosen, Chambers Group will turn over all information to the extent completed at the authorized level without further obligation or liability to either party except payment for Services performed.

AGREEMENT. The Commercial Terms and the attached General Conditions (Chambers Group Form 101) govern the performance of the services and rights and obligations of the parties.

Tierra Environmental Services



October 14, 2016

Ms. Justina Arce, City Planner
The Holt Group
1601 N. Imperial Ave
El Centro, CA 92243

Re: Proposal for the Test and Evaluation of Resources for the Holtville Wetlands Trail Link Project, Holtville, California

Dear Ms. Arce:

Tierra Environmental Services (Tierra) appreciates the opportunity to assist you with the cultural resources portion of the Holtville Wetlands Trail Link Project for the City of Holtville. The property is located within Township 15 South, Range 15 East on Sections 26, 35, and 36 of the Holtville West USGS 7.5" series quadrangle. Tierra specializes in conducting cultural resource studies throughout southern California. This proposal focuses on providing a brief summary of our qualifications, a scope of work and cost estimate to provide the necessary test and evaluation of cultural resources recorded on the subject property.

QUALIFICATIONS

Tierra is a San Diego, California-based consulting firm that specializes in the identification, evaluation, and management of cultural resources pursuant to Federal, State, and local regulations including the National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and California Environmental Quality Act (CEQA). Incorporated in July 1993, we also specialize in preparing and processing NEPA Environmental Assessments and CEQA Environmental Impact Reports and Negative Declarations. Our objective in any project is client satisfaction. This is achieved by conducting thorough and professional technical analyses, preparing comprehensive documentation, and ensuring regulatory compliance. Tierra is certified by Caltrans as a Disadvantaged Business Enterprise (#CT-022293).

In addition to having considerable expertise preparing environmental studies under provisions of NEPA, NHPA, ESA, CEQA, and other federal and state regulations, we have excellent working relationships with the State Historic Preservation Office (SHPO), U.S. Fish and Wildlife Service (USFWS), U.S. Army Corps of Engineers (ACOE), U.S. Bureau of Land Management (BLM), U.S. Environmental Protection Agency (EPA), U.S. Bureau of Indian Affairs (BIA), U.S. Department of Housing and Urban Development (HUD), and other Federal, State and local agencies.

Key personnel at Tierra include Principal Archaeologist, Dr. Michael Baksh, Senior Archaeologist Robert P. Case, M.A., RPA, Project Archaeologist, Ms. Hillary Murphy, and Associate Archaeologist, Mr. Kyle Stankowski. Tierra senior personnel are supported by other professional and administrative staff, including a graphics division that provides state-of-the-art maps and figures. Our highly experienced team is committed to providing close personal attention, accessibility, and prompt action on all environmental

consulting matters.

Tierra has been located at 9915 Businesspark Ave., Suite C, San Diego, California 92131, for 21 years. We possess all field equipment and office facilities necessary for archaeological studies and general environmental research. We maintain GPS receivers for detailed mapping, four-wheel-drive vehicles, cameras, tape recorders, and all typical field and laboratory equipment. Of particular relevance to the proposed project, Tierra has conducted cultural resources investigation throughout Imperial County for over 20 years. Tierra has previously conducted dozens of archaeological and paleontological monitoring projects for Caltrans, the Bureau of Land Management, Imperial Irrigation District, Ormesa Geothermal, Ocotillo Wind Energy LLC, and other clients for two decades.

UNDERSTANDING OF THE PROJECT

Tierra understands that a cultural resources test and evaluation program is required by the City of Holtville as part of the proposed Holtville Wetlands Trail Link Project. As specified in *A Phase I Cultural Resources Survey for the Holtville Wetlands Trail Link Project, Holtville, California* (Smith 2016) four trash scatters were identified that will require a testing and evaluation study to be performed to determine if they constitute potentially significant resources. Additionally, a segment of the abandoned Southern California Railroad track and a trestle bridge are within or adjacent to the project APE and need to be documented. Our approach to conducting a test and evaluation program for these resources, as well as the documentation of the railroad segment, is organized around the following tasks: 1) Site Mapping/Surface Collection, 2) Subsurface Testing, 3) Laboratory Analysis, 4) Historical Research, and 5) Preparation of a Test and Evaluation Report and Site Records. These tasks may be summarized as follows:

SCOPE OF WORK

Task 1. Site Recordation and Surface Collection

Tierra will relocate the four historic trash scatters recorded by Smith (2016) and map their boundaries using a Trimble Geoexplorer 6000 series Global Positioning System (GPS) instrument capable of submeter accuracy. The material culture present at each site will be documented through tallies or estimations and a representative sample will be photographed in the field and/or collected for further analysis at the Tierra laboratory.

Task 2. Subsurface Testing

Tierra will conduct subsurface testing either in the form of shovel scrapes or standard 1 x 1m test units. Smith (2016) describes Site Temp 1 as a 10 by 20 m trash scatter on relatively level terrain while Site Temp 3 is stated to be approximately 10 by 5 meters on a terrace. No subsurface deposit is anticipated and we propose to use 1 x 1m shovel scrapes to verify this assumption. Due to differences in site size, we propose to do two shovel scrapes at Site Temp 1 but only one at Site Temp 3. The shovel scrapes will be purposively located in the highest artifact density areas of each site. After all surface artifacts have been recorded, the upper 10 cm will be systematically scraped to determine if there is any depth to the deposit. If artifacts are still being encountered at 10 cm, excavation will proceed as a standard test unit.

Site Temp 2 and 4 are both situated in ravines, a popular area for trash disposal in historic as well as modern times. These locations are sometimes used more than once and therefore have the potential to have deeper deposits. Formal test units measuring 1 x 1m will be purposively located where the greatest depth is

suspected. Excavation will be in arbitrary 10 cm levels and the soil matrix will be sifted through 1/8-inch screen in order to recover all cultural material. Each bag of collected material will be labeled with the provenience information and brought to the Tierra laboratory for further processing. It is anticipated that a single test unit will suffice to determine site depth, if any, at Site Temp 2.

The description of Site Temp 4, however, states that it “is a large historic refuse deposit localized in drainages cut in the terrace west of the river channel (Smith 2016:13).” No overall dimensions are given for this site nor are the number of drainages specified. On this basis we propose that at least two standard units be excavated in separate but associated drainages in order to accurately assess the presence/absence of subsurface deposits. Again, excavation will be in arbitrary 10 cm levels and the soil matrix will be sifted through 1/8-inch screen in order to recover all cultural material. Each bag of collected material will be labeled with the provenience information and brought to the Tierra laboratory for further processing.

Task 3. Laboratory Processing and Analysis

The representative surface artifacts collected and the subsurface artifacts will be cleaned, identified, and cataloged in accordance with best practices. Analysis will be based on the Activity Group concept (South 1977; Van Wormer 1998) in order to better characterize the nature of the deposit.

Task 4. Historic Research

Tierra will review the Assessor’s map to determine property ownership in an effort to associate specific sites to specific owners and time of occupation. Local libraries, archives, historical societies, etc. will be contacted for relevant information they may possess. Lastly, the Southern California Railroad segment and trestle will be researched to determine time of construction, nature of usage, and date of abandonment so that a more complete site record can be prepared.

Task 5. Report Preparation and Artifact Curation

Tierra will prepare a draft test and evaluation report that describes and synthesizes the nature of the project, the field work, the laboratory results, and the archival research in accordance with best practices. The report will conclude with specific recommendations regarding each of the cultural resources and including all supporting documentation (e.g., California Department of Parks and Recreation site forms, maps, artifact catalog, etc.). Following City of Holtville review, Tierra will incorporate any comments and prepare the final report. Additionally, Tierra will prepare the artifacts, laboratory catalog, field notes, maps, photographs, and other associated documentation for curation at a federally approved repository.

ASSUMPTIONS

1. No overtime hours are anticipated
2. Access to the sites does not require any permits from property owners
3. Curation fees will be paid by the City of Holtville directly to the federally approved repository

COST

The estimated labor cost for the effort as described above is **\$24,720**. A detailed breakdown of the anticipated costs is attached.

CONCLUSION

We appreciate the opportunity to submit this proposal to you and look forward to working with you on this project. Furthermore, we are prepared to commence work immediately and expect to complete the tasks in the timeliest manner. If you would like any additional information regarding our qualifications or any aspect of this proposal, please contact me at your earliest convenience.

Sincerely,

Michael Baksh

Michael Baksh, Ph.D.
President

**Cultural Resources Test and Evaluation for the
Holtville Wetlands Trail Link Project:
Cost Estimate**

	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Task 1. Site Recordation/Surface Collection			
Principal Archaeologist	1	\$140	\$140
Senior Archaeologist	24	\$120	\$2,880
Associate Archaeologist	24	\$70	\$1,680
Subtotal			\$4,700
Task 2. Subsurface Testing			
Principal Archaeologist	2	\$140	\$280
Senior Archaeologist	16	\$120	\$1,920
Associate Archaeologist	16	\$70	\$1,120
GIS/ Graphics Specialist	4	\$70	\$280
Subtotal			\$3,600
Task 3. Laboratory Processing and Analysis			
Senior Archaeologist	16	\$120	\$1,920
Associate Archaeologist	24	\$70	\$1,680
Graphic Artist	8	\$70	\$560
Subtotal			\$4,160
Task 4. Historic Research			
Senior Archaeologist	16	\$120	\$1,920
Associate Archaeologist	24	\$70	\$1,680
Graphic Artist	4	\$70	\$280
Subtotal			\$3,880
Task 5. Report Preparation and Artifact Curation			
Principal Archaeologist	2	\$140	\$280
Senior Archaeologist	24	\$120	\$2,880
Associate Archaeologist	40	\$70	\$2,800
Graphic Artist	16	\$70	\$1,120
Subtotal			\$7,080
TOTAL LABOR			\$23,420
Other Direct Charges			
Per diem (10 nights@\$100/night)			\$1,000
Mileage			\$200
Reproduction and Postage			\$100
Subtotal			\$1,300
TOTAL COST			\$24,720

City of Holtville

REPORT TO COUNCIL

DATE ISSUED: October 21, 2016
FROM: Nick Wells, City Manager
SUBJECT: City Manager Update

Meeting Date	<u>10/24/16</u>
Item Number	<u>7</u>
City Manager	
Finance	_____
City Attorney	_____

INFORMATION ONLY – NO ACTION REQUIRED AT THIS TIME

WATER ENTERPRISE

Tank Rehab – Corrosion has developed inside the 2.4 million gallon water storage tank that was completed in 2010. Staff obtained multiple bids for repairs and ongoing maintenance, as well as potential solutions to our TTHM issue. A general estimate was given to rehab the tank at \$225k-275k for the resurfacing and \$350k-400k for the aeration (TTHM solution) portion. The City recently applied for funding of these repairs with SRF. The Holt Group was engaged to produce specifications so that the project can be considered “designed” for grant purposes. Those specifications have almost been completed and the project will soon be ready to go to RFP. A conference call between staff and the Regional Board took place several weeks ago to discuss the need for additional time to get a project underway for these repairs.

System Controls – Frank Cornejo obtained an updated estimate from TESCO in 2014 of about \$450k to replace the aged system. Frank had hoped that this project might be put off and the controls might “limp along” for another 18 months while we attacked other water issues and staff was able to investigate alternatives and potential funding sources. A recent failure in these controls caused a water break, which has brought this issue back to the “top of the stack” in problems to address. This issue is also addressed on the SRF application. THG subbed out the electrical portion of that work and we have been working with Delta Systems on that portion.

Rate Study – As previously reported to City Council, the profitability of the Water Enterprise is becoming problematic. Coupled with the issues listed above and the debt covenant to budget a net revenue of 120% of the annual debt service, we must explore the possibility of a rate adjustment. Through Sean Sterchi of the State Water Resources Control Board - Division of Drinking Water, Rural Community Assistance Corporation worked with the City to produce some preliminary analysis in a no-cost Water Rate Study. Staff is working with them to amend and refine that information. Staff has made changes to the rate study and is awaiting a return call from Rural Water to include new levels in their study.

Floating Solar – A contract was signed with Infratech Industries for the installation of a floating solar array on the City Water Ponds for the purpose of producing power for the Water Treatment facility in 2014. After the several rounds of plan checks, the plans passed review, although the project was scaled-back to a first phase that merely includes the Raw Water Pond pumps. Addenda to the contract were negotiated with Infratech regarding reduced consumption and the Performance Period, which has lapsed. At this time, we are awaiting a revised Building Permit application to finalize commencement of the project. Infratech was at odds with the Civil Engineer on the plans, which required their signature, so they have engaged a new firm to redraw that portion of the plans. This has delayed the project once again.

SEWER ENTERPRISE

WWTP Project – The \$15 million project to rehab the City’s Wastewater Treatment Plant, financed by the State Clean Water Revolving Fund along with BECC and the EPA through NADBank, is under construction by Pacific Hydrotech. Last November, the City’s WWTP Cease & Desist Order (and corresponding deadline for completing this project) were extended to 12/31/16. All of the excavation and base concrete pouring has been completed while outfitting and electrical wiring continues. *At present, we are working toward November 28 startup of the Biolac process.* This puts the biologic process startup in a bit of flux due to colder temperatures at that time. There are, however, discussions regarding utilization of portions of the old plant process along with the new Biolac structures to further treat the effluent from the new plant to help reach required effluent quality. A startup ”grace period” is also acceptable to the Regional Board after the 12/31/16 deadline, which we are now making plans to request.

TRANSPORTATION PROJECTS

Fifth Street & Grape Avenue Pedestrian Roadway Improvement Project – This project essentially adds or improves curb, gutter and sidewalk on the north side of Fifth Street at Grape Avenue, using CMAQ funding coming through ICTC. Development Design & Engineering, Inc. was selected as the RE/CM and Pyramid Construction as the construction contractor. Work has been halted for some time as the construction contractor is at odds with Caltrans over materials submittals. During delays, the City issued a letter demanding action soon to avoid contracted repercussions on the contractor. *Construction finally began a few weeks ago. The concrete subcontractor has been somewhat unreliable, however, their participation on the project is required, as they are a disadvantaged business (DBE) and they must be used to meet the required minimum DBE threshold for this project. At present, it is expected that the project will be completed by the end of next month.*

Ninth Street Pear Canal Undergrounding from Palm to Olive Avenue Project – Over the past several years the Pear Canal dirt ditch along the north side of Ninth Street has all but been eliminated. The last project section from Cedar to Palm left only a small length of a couple hundred feet to Olive Avenue. Beyond that point, the canal is concrete lined. Funding from both the RSTP and CMAQ programs was secured for this project last year through Caltrans. A Design Engineering contract was awarded to DD&E and they have begun work.

Sixth Street Pavement Improvements Project – This project involves improving the segment of Sixth Street from Melon Avenue to Holt Avenue by resurfacing and rehabilitating the existing roadway. Construction would include crack sealing the existing surface and overlaying Asphalt Rubber Aggregate Membrane (ARAM), utilizing funding from the Regional Surface Transportation Program (RSTP) awarded last year through Caltrans. A design engineering contract was awarded to Dynamic Consulting Engineers.

PUBLIC WORKS

PARKS

Mac Park - City staff has been working with Holtville Little League to construct a second baseball diamond to the east of the current field. We recently met with Jimmy Abatti, the recognized baseball field “guru” in the Imperial Valley, about what needs to be done. Funding is being sought both through grants and donations. It is hoped that we can move this project forward soon. A new “point person” – Ben Williams – has been appointed by Little League, so that should help the process as well.

Holtville Wetlands Project – A fully executed grant agreement document has finally been received by the City. It is hoped that we can be moving forward and be engaging consultants within the next few months. Additionally, the City received notification that a \$20,000 grant was awarded by the County for signage and amenities last week.

ADMINISTRATION

BUILDING PERMITS - The City has issued **91** building permits during 2016.

Clear Talk Cell Tower – The City was approached last year by Clear Talk Wireless for the purpose of replacing one of the light poles in Samaha Park with a taller pole that would then contain the lights topped by cellular communications equipment. The project was formally approved by the Planning Commission last month. *An appeal of the California Environmental Quality Act (CEQA) process by a faction of area residents that has voiced some opposition to the construction. A hearing will be set for the Council to formally hear that appeal at a later date. If that appeal is rejected, the Council still must take action on a proposed lease agreement.*

Holtville Estates – The final 2 phases of the project are nearing completion, with all construction expected to be complete by the middle of November. *When I last spoke to the builder, only one house was unsold, but I got a recent unconfirmed report that it was also recently sold.*

Holtville Luxury Apartments – A project has been in the works for some time at the corner of Ninth and Melon, just outside the City limits. As the Service Area Plan has now been adopted, work will once again begin with the City and LAFCO to propose annexation and development. Although we are awaiting formal submission of project plans by the Melon, LLC group, staff recently met with Mr. Hawk and hopefully he/they are aware of the next steps that need to be taken. The group has now officially engaged Development Design & Engineering to assist in shepherding the project along. A meeting of all the parties involved (Mr. Hawk, DD&E, LAFCO and City staff) was held last month at the DD&E offices to discuss moving forward. Mr. Hawk reports that things are moving along very well now that DD&E is onboard. *To that end, submissions to the City and the County regarding annexation issues were submitted in the last 2 weeks.*

OTHER

Sustainable Communities General Planning Grant – The consultant selected to complete the Plan, Michael Baker International, has been working on gathering data and are currently scheduling some onsite visits to continue their work. The consultants were onsite for a workshop for the Housing Element portion of the plan. A draft of that section has been submitted and comments have been provided by staff. We will continue to provide information to keep the process moving. We have recently checked in with the consultant to insure that work is continuing and expect additional onsite collaboration soon. A Public Hearing was held at a City Council meeting last month, wherein preliminary findings were presented by the Consultant. Suggested revisions were given by Council, with a revised report expected up the road.

Blossom Valley Inn – A Conditional Use Permit Application passed the Planning Commission in May to put the facility into full compliance. It is expected that the facility will soon be under new management and several changes will be forthcoming.

Farmers Markets – Discussions with the Chamber of Commerce Board earlier this month stressed the importance of getting on the planning of these events “yesterday.” At the time of that discussion, they were hoping to hold a September event, but failed to draw interest from vendors due to the heat. *The October event was scheduled for 10/20, but was also cancelled. In order to help insure that the November event, to be held in conjunction with the Veterans Day Parade, is a success, City staff has now stepped in to help augment efforts. Staff has had internal discussions about once again handling the event starting in the spring.*

3rd Annual Veteran’s Day Parade – After a little uncertainty, the event is slated to be held in Holtville once again on 11/11. Planning has continued and the expectation is that this year will continue the growth we saw last year.

MEETINGS & EVENTS RECENTLY ATTENDED:

- 09/26/16 Management Staff Meeting *City Hall*
- 09/26/16 IVECA Board Meeting *EC ED Offices*
- 09/27/16 WWTP - Weekly Progress Meeting *WWTP Plant*
- 09/29/16 GO-Biz Discussion w/ Assemblyman Garcia *Old Post Office (EC)*
- 10/04/16 WWTP - Monthly Progress Meeting *WWTP Plant*
- 10/05/16 Ribbon Cutting *I-8/Dogwood Overpass*
- 10/5-7/16 CA League of Cities 2016 Annual Conference & Expo *Long Beach, CA*
- 10/09/16 ICTC Management Committee & CCMA Meetings *City of Holtville*
- 10/11/16 WWTP - Weekly Progress Meeting *WWTP Plant*
- 10/12/16 Imperial Section FFA Opening/Closing Ceremonies Contest *Holtville High School*
- 10/17/16 Holtville Planning Commission Meeting *City Hall*
- 10/18/16 WWTP - Weekly Progress Meeting *WWTP Plant*
- 10/19/16 Sewer Ordinance Review Meeting *City Hall*
- 10/20/16 Assemblyman Garcia's Enhanced Infrastructure Financing Districts & Community Revitalization Authority Workshop *SDSU Calxico*
- 10/21/16 Veterans Day Parade Planning Meeting *City Hall*
- 10/21/16 Employee Quarterly Luncheon *City Hall*

UPCOMING EVENTS:

- 10/27/16 Finley Halloween Carnival *Finley School*
- 10/27/16 IVECA Board Meeting *EC ED Offices*
- 11/01/16 WWTP - Monthly Progress Meeting *WWTP Plant*
- 11/03/16 Holtville CofC Board Meeting *Casa Blanca (Born Home-Holtville)*
- 11/07/16 Holtville City Council Meeting *City Hall*
- 11/09/16 ICTC Management Committee & CCMA Meetings *City of Imperial*
- 11/11/16 3rd Annual Veterans Day Parade *Fifth Street/Holt Park*
- 11/14/16 Holtville Planning Commission Meeting *City Hall*
- 11/24/16 Thanksgiving *(City Hall Closed)*
- 11/24/16 IVECA Board Meeting *EC ED Offices*
- 12/01/16 Christmas Tree Lighting *Holt Park*
- 12/15/16 Christmas in the Park *Holt Park*
- 11/19/16 Imperial Market Days *City of Imperial*
- March, 2017 City of Holtville Farmers Market *Holt Park*

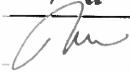
If you have any questions about any of the information presented, please feel free to contact me directly.

Respectfully submitted,



Nicholas D. Wells
(760) 356-4574

City of Holtville
REPORT TO CITY COUNCIL

MEETING DATE:	10/24/16
ITEM NUMBER	7 a
Approvals	CITY MANAGER 
	FINANCE MANAGER
	CITY ATTORNEY

DATE ISSUED: October 18, 2016

FROM: Frank Cornejo
Water/Wastewater Operations Supervisor

SUBJECT: Water / Wastewater Plant 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 council of all operations, maintenance, and construction activities completed at the City's water & wastewater treatment facilities during the period between 09/17/16 to 10/18/16

Also included with this report is a summary of all Pretreatment Program related activities, as well as photos detailing the progress regarding construction of the wastewater treatment plant.

PRETREATMENT PROGRAM:

FOG INSPECTIONS: *(submitted by Lui Garza – Pretreatment Program coordinator)*

- **Mi Casita Mexican Restaurant-** Delivered FOG packet and educated owner on obtaining grease control equipment. A completed FOG survey and BMP log sheet will be picked up on the next visit which has been scheduled for Thursday 10/06/16.
- **Taco Shop-** Picked up BMP's log sheet on 09/22/16. Set up meeting appointment on 10/06/16 with restaurant manager in order to give her grease control equipment information.
- **Donut Avenue-** Picked up BMP's and grease trap log sheet on 09/22/16. Next inspection visit is scheduled for 10/13/16
- **D'Lupitas-** Dropped off FOG packet on 09/22/16. Picked up FOG survey and dropped off grease control equipment information to owner on 09/29/16. Next visit is scheduled for 10/20/16.
- **Hot Rods and Beer-** Preliminary FOG inspection on 09/22/16. Dropped off FOG packet and took pictures of kitchen sinks on 09/29/16. Next visit is scheduled for 10/06/16.
- **George's Pizza-** First FOG inspection scheduled for 10/06/16.
- **Old Town Café-** Fog Inspection done on 09/22/16. Grease Control equipment information will be dropped off on the next visit scheduled on 10/06/16.

COMMUNITY OUTREACH: (9/29/2016)

- Residential FOG educational flyers were inserted along with the monthly water bills.
- Informational and illustrative FOG flyer was added to the city's website in order to help residents get educated in regards to what they can do to help the city's efforts against FOG in our sewer system.

UPCOMING TASKS:

- Inspect **Barbara Worth Restaurant** on 10/06/16.
- Meet with the maintenance personnel from the **Holtville's school districts** in order to inspect their food preparation establishments on 10/06/16.

WATER TREATMENT PLANT:

- **Utility Service Company completed repairs to 1.5 MG Tank roof vent and painted roof section.**
- **Public Works staff completed repairs to distribution water sample line to main office.**
- **Operations staff completed triennial Lead & Copper Testing. 20 water samples were taken on 9/21/2016.**
- Staff took all routine samples, completed all regulatory reports, and maintained operational records as required.

WASTEWATER TREATMENT PLANT:

- **Newcastle Farms completed shaft and bearing replacement on east effluent turbine pump. WWTP staff completed reinstallation work on 9/28/2016.**
- **WWTP staff and Pacific Hydrotech work crews completed emergency repairs to broken 12" discharge pipeline from primary clarifiers.**
- Staff took all routine samples, completed all regulatory reports, and maintained operational records as required.

NEW WWTP CONSTRUCTION:

(Please see attached photos)

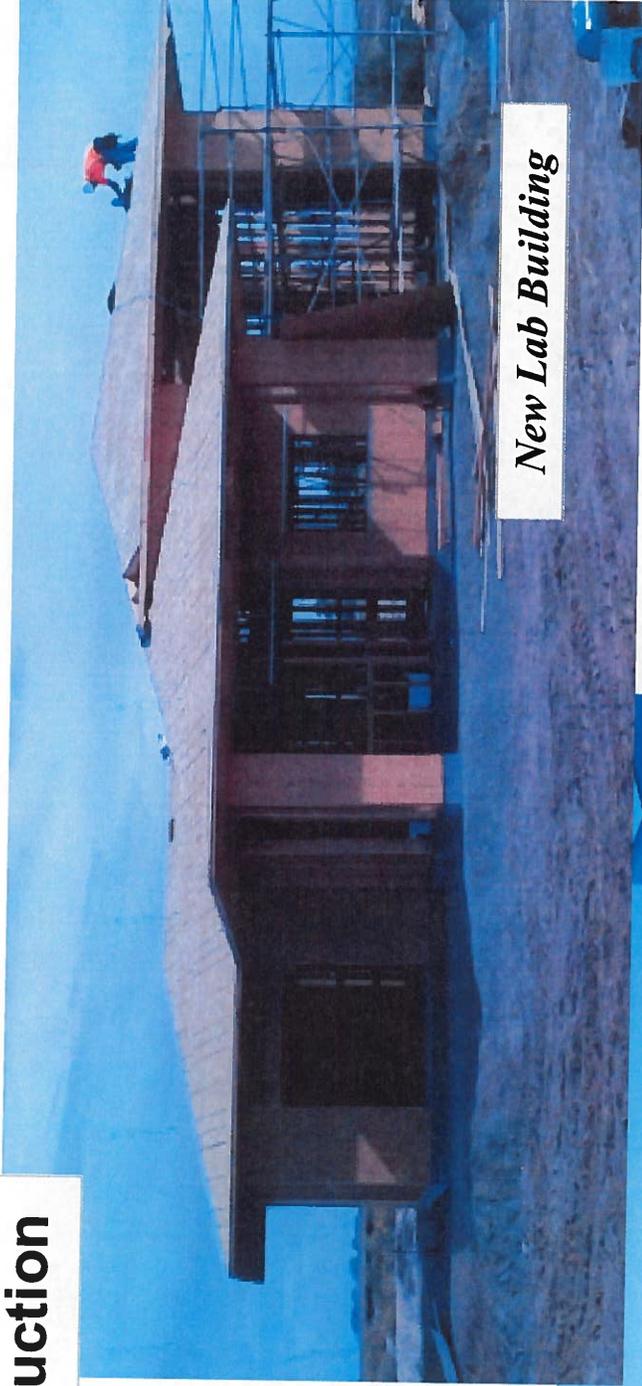
- **Pacific Hydro work began structural framing of new lab-operations building.**
- **Pacific Hydro work crews completed installation of asphalt and concrete components for new drying beds and sludge storage area.**
- **Pacific Hydro work crews completed installation of new Caterpillar emergency diesel generator.**
- **Pacific Hydro work crews completed installation of air blowers, and began erecting new blower housing structure.**

Respectfully Submitted,

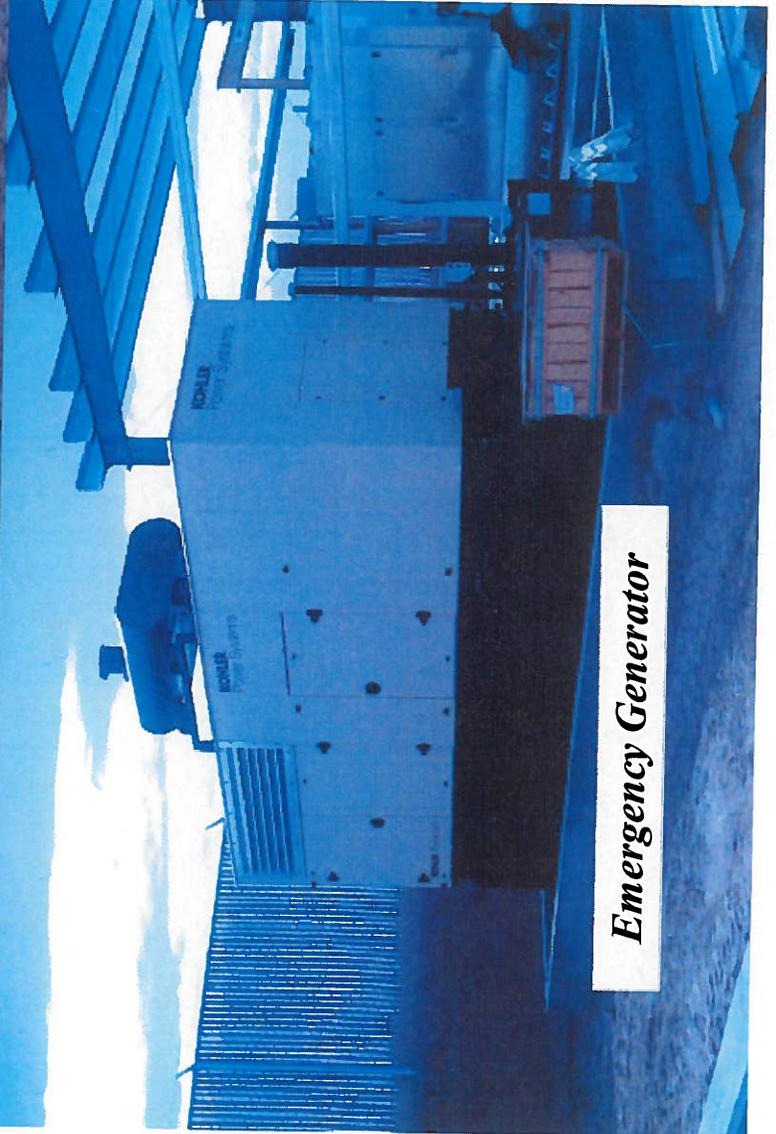
A handwritten signature in black ink, appearing to read 'Frank Cornejo', with a stylized flourish at the end.

Frank Cornejo.
Water/Wastewater Operations Supervisor
City of Holtville

WWTP Construction



New Lab Building



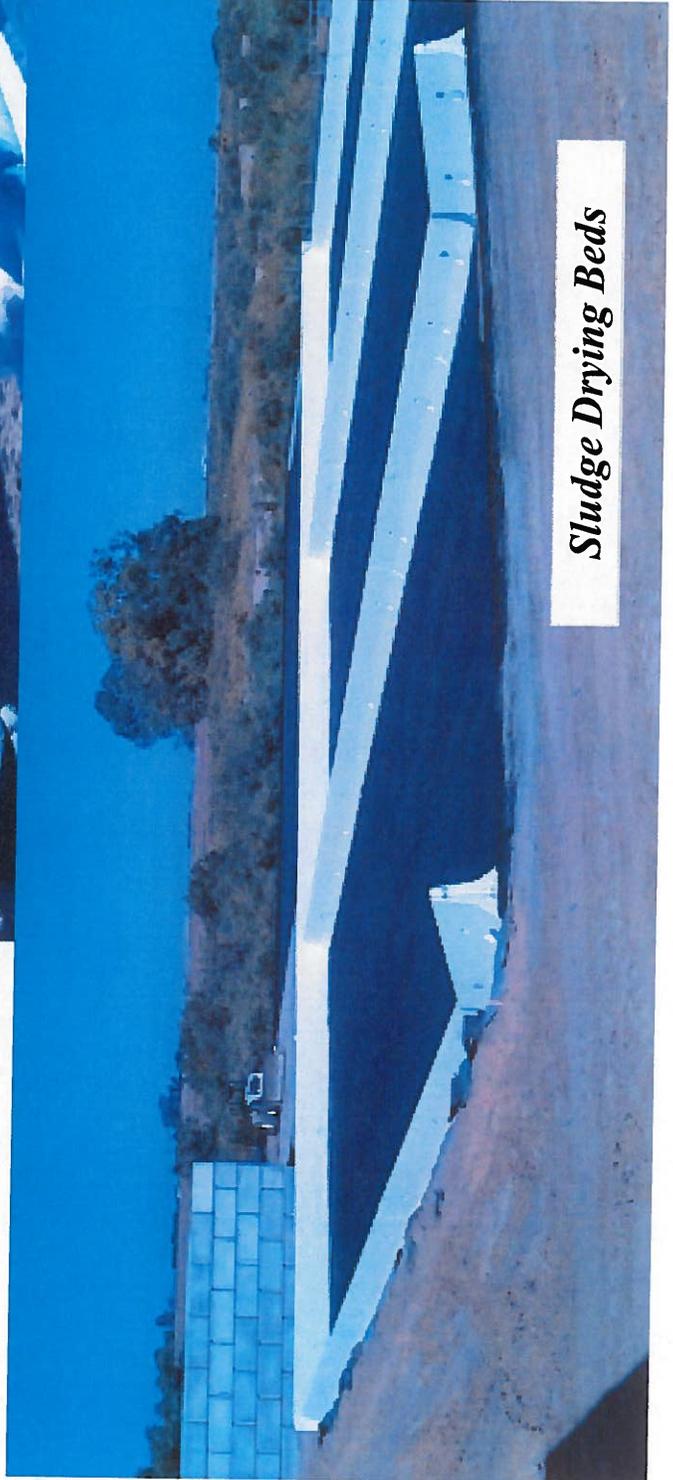
Emergency Generator

WWTP Construction

Blower Building



Sludge Drying Beds



**City of Holtville
REPORT TO CITY COUNCIL**

MEETING DATE:	10/24/16
ITEM NUMBER	7 b
Approvals	CITY MANAGER 
	FINANCE MANAGER _____
	CITY ATTORNEY _____

DATE ISSUED: October 19, 2016
FROM: Alex Chavez, Public Works Foreman
SUBJECT: Bi Monthly Report - Public Works

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

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

- Cleared sewer plugs at different locations in town.
- Repaired water service line leaks.
- Worked with the Sheriff's Department to clean up graffiti at park and around town .
- Patch potholes in different locations in town.
- Ran main sewer lines in different locations in town.
- Caught 7 dogs.
- Assisted with road closure for the walk to school activities.
- Repaired water break at Water Treatment Plant.
- Assisted Pyramid Construction with relocation of a 12" valve on Grape Ave.
- Sucked out JR. High drain.
- Repaired all lighting at South and North end of Park.
- Trench and installed conduit for electrical wire at the City Park from the gazebo to the Cambers building.

Respectfully Submitted,



Alejandro Chavez
Public Works Foreman

City of Holtville
REPORT TO CITY COUNCIL

MEETING DATE:	10/24/16
ITEM NUMBER	7 c
Approvals	CITY MANAGER 
	FINANCE MANAGER
	CITY ATTORNEY

DATE ISSUED: October 21, 2016
FROM: Hector Orozco, Accountant/GL Analyst
SUBJECT: Finance Department Update

INFORMATION ONLY – NO ACTION REQUIRED AT THIS TIME

Income Statement Review of Major Funds- Excludes HOME, CDBG, Successor Agency and LTF
(Major Funds are those which total assets, revenues or expenditures are at least 10% of the relevant fund category and 5% of the corresponding total for all governmental and enterprise funds combined.)

General Fund

For 3 month ended 09/30/2016, the General Fund is reporting \$87,727 revenue over expenses.

Water Fund

For 3 month ending 09/30/2016, the Water Fund is reporting \$67,957 revenue over expenses.

Sewer Fund

For 3 month ended 09/30/2016, the Sewer Fund is reporting \$91,825 revenue over expenses.

Trash

For 3 month ended 09/30/2016, the Trash Fund is reporting \$6,438 deficit.

Local Transportation Authority

For 3 month ended 09/30/2016, The City has received \$160,819 in Measure D Tax Revenue.

Treasurer's Report

Report identifies fund cash balance and where the monies are invested or deposited.

Top Sales Tax Producers

The report identifies the top sales tax producers for the City who reported more than \$1,000 in taxes per quarter.

Respectfully submitted,



Hector Orozco



City of Holtville
Treasurer's Report - September 2016

Fund		<u>8/31/2016</u>	<u>Dr</u>	<u>Cr</u>	<u>9/30/2016</u>
General	10	1,897,231.08	71,848.46	207,694.63	1,761,384.91
Water	11	437,124.71	160,279.80	86,932.25	510,472.26
Sewer	12	1,871,441.05	466,768.04	404,213.21	1,933,995.88
Trash	13	(89,199.57)	19,312.25	17,540.80	(87,428.12)
Spec Gas Tax	21	373,907.33	10,029.45		383,936.78
LTF Projects	22	(807,025.68)		7,735.36	(814,761.04)
LTA Gas Tax	23	901,750.67	77,675.21		979,425.88
Sidewalk Fund	24	26,569.95			26,569.95
Business Assistance Loan Program	36	(7,676.83)			(7,676.83)
Façade Improvement Program	37	(2,660.91)			(2,660.91)
CDBG PTA Grant Sewer Study	38	(13,461.28)			(13,461.28)
Freeze Grant	41	16,740.34			16,740.34
CDBG General	42	6,703.76	2,822.65		9,526.41
CDBG GAP Finan-93	43	147,841.76			147,841.76
CDBG Hsg Rehab-93	44	(58,486.34)	796.24		(57,690.10)
CDBG Hsg Rehab-95	45	66,607.46	559.78		67,167.24
HOME Grant	46	48,289.41	856.01	35.74	49,109.68
CDBG Hsg Rehab-99	47	304,804.45	355.61		305,160.06
First Time Homebuyers	48	(46,368.17)			(46,368.17)
RPTTF Fund - RDA Successor Agency	91	199,829.73	90,998.26	88,973.00	201,854.99
LMHIF Fund - RDA Successor Agency	92	714,603.01	13,996.77	13,996.77	714,603.01
2007 RDA Bond Funds (General)	94	<u>1,673,055.99</u>	<u>650.27</u>		<u>1,673,706.26</u>
		7,661,621.92	916,948.80	827,121.76	7,751,448.96

<u>Bank Cash Balances</u>	<u>%</u>	<u>8/31/2016</u>	<u>Receipts</u>	<u>Disbursements</u>	<u>9/30/2016</u>
Rabobank - General Checking	34.9%	2,824,344.87	885,170.81	786,456.19	2,923,059.49
Rabobank - CDBG Checking	6.0%	489,501.51	4,776.67	94.56	494,183.62
Rabobank - HOME Checking	0.6%	51,157.07	950.57	-	52,107.64
Rabobank - USDA Water Reserve CD	2.9%	220,222.57			220,222.57
Rabobank - OFM O & M Reserve	0.2%	14,102.67			14,102.67
Rabobank - OFM R & R Reserve	0.9%	71,869.96			71,869.96
Rabobank - OFM Debt Service	0.2%	17,847.42			17,847.42
First Foundation - CTF DEP	3.1%	248,597.45	683.93		249,281.38
Cash in Drawer	0.0%	100.00			100.00
Rabobank RDA 2007 Bond	0.9%	73,402.07	13,998.00		87,400.07
Rabobank RDA Successor agency	11.0%	841,616.33	2,038.97	88,973.00	754,682.30
Sun Community FCU CTF DEP	3.1%	247,512.80			247,512.80
ProEquities -Time Value Investments	37.0%	<u>2,995,513.22</u>	<u>1,089.11</u>		<u>2,996,602.33</u>
		8,095,787.94	908,708.06	875,523.75	8,128,972.25
Less: Outstanding checks		(438,290.81)			(382,328.92)
Plus: Deposits in Transit		<u>4,124.79</u>			<u>4,805.63</u>
Adjusted Cash Balance		<u>7,661,621.92</u>			<u>7,751,448.96</u>

The City of Holtville has sufficient cash flows to meet the City's expected expenditures for the next six month.

Prepared by: 
Hector Orozco - Finance Supervisor

Date: 10/21/2016

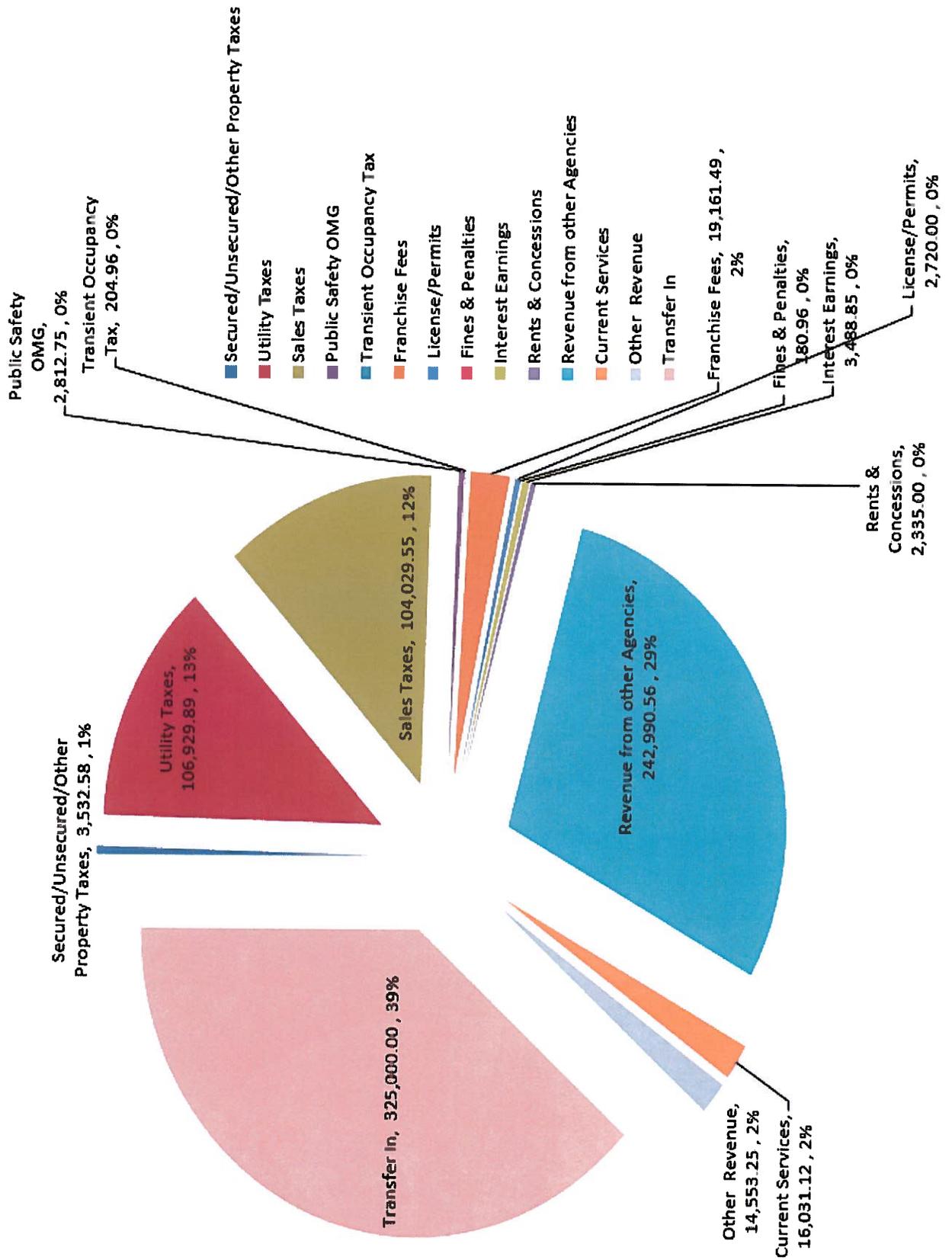
Approved by: 
George Morris - City Treasurer

Date: 10/21/16

CITY OF HOLTVILLE
Income Statement - General Fund
For 3 Month Ended September, 2016

Revenue	Budget	YTD	% of Budget
Secured/Unsecured/Other Property Taxes	114,700.00	3,532.58	3%
Utility Taxes	451,250.00	106,929.89	24%
Sales Taxes	300,000.00	104,029.55	35%
Public Safety AGM	50,000.00	2,812.75	6%
Transient Occupancy Tax	850.00	204.96	24%
Franchise Fees	90,000.00	19,161.49	21%
License/Permits	28,630.00	2,720.00	10%
Fines & Penalties	1,450.00	180.96	12%
Interest Earnings	1,000.00	3,488.85	349%
Rents & Concessions	7,250.00	2,335.00	32%
Revenue from other Agencies	878,948.00	242,990.56	28%
Current Services	69,568.00	16,031.12	23%
Other Revenue	40,000.00	14,553.25	36%
Transfer In	650,000.00	325,000.00	50%
Total Revenues	2,683,646.00	843,970.96	31%
Expenditures			
Salaries	659,712.00	195,137.22	30%
Benefits	212,044.00	47,012.36	22%
Personal Expense	126,200.00	87,406.49	69%
Bad Debt Expense		-	
Materials and Supplies	1,610,824.00	406,951.18	25%
Capital Outlays/Transfer Out	33,400.00	19,736.66	59%
Total Expenditures	2,642,180.00	756,243.91	29%
Net Revenues over Expenses	\$ 41,466.00	\$ 87,727.05	

Revenues by Source



CITY OF HOLTVILLE
Income Statement - Water Fund
For 3 Month Ended September, 2016

Revenue	Budget	YTD	% of Budget
Revenue From Services	1,535,850.00	\$ 411,404.40	27%
Interest Earnings	100.00	54.59	
Total Revenues	<u>1,535,950.00</u>	<u>411,458.99</u>	27%
Expenditures			
Salaries	274,710.00	59,175.26	22%
Benefits	107,892.00	23,453.87	22%
Personal Expense	12,965.00	3,245.47	25%
Materials and Supplies	437,725.00	118,709.09	27%
Capital Outlays	79,485.00	56,927.59	72%
Retirement of Principal			
Interest Expense	216,250.00	69,490.23	32%
Total Expenditures	<u>1,129,027.00</u>	<u>331,001.51</u>	29%
Transfer Out	25,000.00	12,500.00	50%
Net Revenues over Expenses	<u>\$ 381,923.00</u>	<u>\$ 67,957.48</u>	

CITY OF HOLTVILLE
Income Statement - Sewer Fund
For 3 Month Ended September, 2016

Revenue	Budget	YTD	% of Budget
Revenue from other Agencies	-	-	
Current Services	1,469,000.00	358,634.92	24%
Other Revenue	3,100.00	1,563.60	50%
Interest Earnings	5,800.00	2,452.76	42%
		-	
Total Revenues	1,477,900.00	362,651.28	25%
Expenditures			
Salaries	339,861.00	71,900.42	21%
Benefits	128,682.00	21,669.35	17%
Personal Expense	15,000.00	4,287.83	29%
Materials and Supplies	312,534.00	57,774.05	18%
Capital Outlays	44,250.00	2,693.96	6%
Interest Expense	80,000.00		0%
Transfer Out	225,000.00	112,500.00	50%
Total Expenditures	1,231,073.00	270,825.61	22%
Net Revenues over Expenses	\$ 246,827.00	\$ 91,825.67	

CITY OF HOLTVILLE
Income Statement - Trash Fund
For 3 Month Ended September, 2016

Revenue	Budget		YTD	% of Budget
Sold Waste - Recycling	26,398.00	\$	7,003.48	27%
Sold Waste	216,000.00		54,428.09	25%
Total Revenues	<u>242,398.00</u>		<u>61,431.57</u>	25%
Expenditures				
Advertising	300.00		360.00	
Professional & Specialized Services	219,000.00		54,699.93	25%
Contributions to Other Agencies	12,600.00		12,810.08	102%
Total Expenditures	<u>231,900.00</u>		<u>67,870.01</u>	29%
Net Revenues over Expenses	<u>\$ 10,498.00</u>	<u>\$</u>	<u>(6,438.44)</u>	

General Checking Fund 13 Cash Balance

For Month Ending August 31, 20116	\$ (87,428.12)
For Month Ending June 30, 2016	\$ (80,989.68)
For Month Ending June 30, 2015	\$ (96,899.53)
For Month Ending June 30, 2014	\$ (141,021.97)
For Month Ending June 30, 2013	\$ (151,418.37)
For Month Ending June 30, 2012	\$ (165,275.30)

CITY OF HOLTVILLE
Income Statement - Local Transportation Authority (LTA)
For 3 Month Ended September, 2016

Revenue	Budget	YTD	% of Budget
Measure D Tax Revenue	468,750.00	\$ 160,819.10	34%
Interest Earnings	250.00	63.89	
Transfer In		-	
Total Revenues	<u>469,000.00</u>	<u>160,882.99</u>	34%
Expenditures			
Special Department Supplies		-	
Advertising		-	
Professional & Specialized Services		-	
Professional Services Planning		-	
Professional Services Design & Engineering		-	
Professional Services Construction		-	
Total Expenditures		<u>-</u>	
Transfer Out	125,000.00	62,500.00	50%
Net Revenues over Expenses	<u>\$ 344,000.00</u>	<u>\$ 98,382.99</u>	

**TOP SALES TAX PRODUCERS
WITH OVER \$1,000 REPORTED QUATERLY**

Firm Name	1st QTR 2016	2nd QTR 2016
Sellers Petroleum	35,258.00	13,578.00
USA Convenience Store	2,177.00	2,168.00
USA Gasoline	6,422.00	7,164.00
7 Eleven Store	2,558.00	2,245.00
7 Eleven Gasoline	1,278.00	3,601.00
Keith William Seeds	4,156.00	3,402.00
Auto Zone	3,550.00	2,304.00
Family Dollar	3,452.00	3,252.00
Nap Auto Parts	3,407.00	2,526.00
Vics Air Conditioining	3,363.00	2,863.00
Baja Desert Tires	3,163.00	3,379.00
Imperial Hardware	2,826.00	2,720.00
Del Sol	2,396.00	2,124.00



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Planning Staff report

2016 Quarterly Report No. 3

To: Holtville City Council
Holtville Planning Commission
Nicholas Wells, City Manager

From: Andrea Montano, Assistant Planner

Date: October 3, 2016

Projects: Private Planning Permits (in order of submittal)

1. Melon LLC Annexation GP Amendment & Pre-zone
2. Bornt Lot Line Adjustment & Lot Merger
3. Clear Talk Tower CUP
4. Osborne Jurisdictional Boundary Change & Pre-Zone
5. Four-plex Site Plan Review & Alley Dedication

City Planning Projects

6. Wetlands Trail Link & Acquisition from IID
7. Elizabeth Potts Estate Alley Dedication

This Planning Staff Report covers the period from *July 1, 2016, through September 30, 2016*, unless otherwise specified. The purpose of the following communication is to provide a summary report to the City of Holtville of the planning work currently being performed by The Holt Group in regards to planning and development projects in the City, and more specifically the projects referenced above and further detailed below.

PRIVATE DEVELOPER PLANNING APPLICATIONS

1. **Melon LLC Annexation, General Plan Amendment & Zone Change-** A formal application for the proposed Annexation, General Plan Amendment and Zone Change were received on September 4, 2014 from Jeff Lyons, agent representative for Melon LLC. The initial review determined that the application was unacceptable and incomplete due to, but not limited to the following reasons: 1) the application did not have a specific project identified and no site plan was prepared which is an Annexation requirement from both LAFCo and the City, 2) none of the required studies were submitted for environmental assessment such as hydrology and traffic, and 3) corresponding application fees were not submitted. A letter communicating our findings was sent to Mr. Jeff Lyons on September 8, 2014 and with cc's to Mr. John Hawk, property owner. Subsequently the City was copied on a letter from LAFCo to John Hawk, dated September 8 2014, rejecting their Annexation application due to lack of a project and insufficient information for project assessment for CEQA compliance. As of September 30, 2014, a resubmission had not been received. The City was notified by Mr. Lyons that the project has no development partner and the intent of the property owner was to annex without a project and that they were unaware of a development requirement.

As of December 31, 2014, a resubmission had not been received. As of March 31, 2015, a resubmission had not been received, however, Mr. Hawk did attend the March 16, 2015 Planning Commission meeting and discussed in general under public comments of a new multifamily proposal. As of the end of June 2015, a project had not been submitted to planning staff for review.

On September 4, 2015, Mr. Sager and Mr. Hawk met with the City Planner and City Engineer to discuss concept plans. It was determined that the plans were missing pertinent information such as all of the utility connections, proposed off-site improvements, and stormwater facilities. It was noted at the meeting that they did not have a developing partner yet. The City Planner provided direction on the information needed, and the issues that must be addressed. She noted the importance of having a development partner as a development agreement and eventual bond would be required for the off-site facilities. They were also informed that the new reduction in impact fees would be in effect for three years and their project could realize a savings of over \$100,000 if permitted within that timeframe. Mr. Sager and Mr. Hawk noted that they understood what needed to be done and left no submission with staff. As of December 31, 2015, no submissions had been made and there were no updates to report.

The City Manager had opportunity to meet with the applicants during the first quarter regarding progress. However, as of March 31, 2016, no submissions were made and there was no progress to report to City Council for the first quarter.

Another meeting was requested by Mr. John Hawk and held on May 4, 2015 at Holtville City Hall with Nick Wells and Justina Arce. The project status was discussed at the meeting and Mr. Hawk appeared surprised that LAFCo had rejected their annexation application. A copy of the September 8, 2014 letter from LAFCo, addressed to him, was provided to Mr. Hawk. Mr. Hawk was again advised that a development project needed to be defined and addressed in order to move forward with the annexation. The City Manager recommended that Mr. Hawk seek assistance from consulting firms experienced in development and how DD&E might be able to provide the needed services.

Another meeting was requested by Mr. John Hawk and his consultant DD&E and held on July 28, 2016 with LAFCo in attendance. The proponents were advised by LAFCo to complete the land organization applications through the County of Imperial prior to moving forward with the annexation packet. Annette Leon of DD&E contacted THG on September 21st, indicating that they have had a bit of a challenge on completing the packet for the County thus the delay and that they would soon submit a packet with a duplicate to the City so that the City could issue a letter in accordance with the proposed actions. As of September 30, 2016, no packet had been received by the City.

2. **Bornt Lot Line Adjustment & Lot Merger**- On September 8, 2014, 2014, Jeff Lyon on behalf of Alan and Mary Bornt submitted an application for a Lot Line Adjustment affecting parcel(s) 045-330-073 and 045-340-025 owned by Alan L. and Mary L. Bornt and parcel(s) 045-330-07 and 045-340-029 owned by Donald K. and Donna J. Osborne. The purpose of the lot-line adjustment was to transfer property from Mr. Don Osborne to the Bornt farming operation. The application was deemed inadequate for processing because: 1)the lot line adjustment map was missing required information, such as existing structures and their location, utilities, dimensions, adjacent access roads and driveways, easements, rights-of-way, and correct size text on map, 2) grant deeds for all properties were not included, and 3) legal descriptions and Plat were not shown on a separate 8.5" x 11" size sheet, and thus a letter providing directive on the matter was mailed to Mr. Jeff Lyons on September 15, 2014 with copies to Alan Bornt. As of September 30, 2014 a resubmission had not been received.

Mr. Lyon resubmitted a modified packet on October 31, 2014, however, legal descriptions and plat maps were not submitted as noted above because field work had not been completed.

Subsequently, Mr. Lyon submitted the legal descriptions and plat maps on November 12, 2014. A first review was completed and issues were noted. Of specific concern was that a lot merger was being concurrently proposed with a multi-jurisdictional parcel owned by Don Osborne. The Lot Line Adjustment between the recently annexed Bornt Property (County Merger 0016) and Osborne Parcel 045-330-071, within the City Limits, would be pretty straight forward and current submission would only require slight modification of the boundaries of the "remaining" Osborne City Parcel 045-330-071 so that it conforms to City adopted standards for minimum lot-width requirements. The merger between the remaining Osborne City Parcel 045-330-071 and Osborne County Parcel 045-240-029 has these same issues as the Bornt's original request and would also require for Osborne County Parcel 045-340-029 to be annexed before any lot merger with Osborne City Parcel 045-330-071 can take place. Planning Staff followed up with Imperial County and LAFCo who continue to be in agreement with the City's position. Field work had still not been done as of December 31, 2014. As of March 31, 2015, no additional submittals were made to the City. A letter would go out in April regarding lack of activity and interest in continuing lot line adjustment.

The letter did not go out as a meeting with Management and planning staff was instead scheduled and held on May 27, 2015. Attendees included Alan Bornt, AJ Bornt, and Mary Bornt. Discussion ensued regarding property boundaries and challenges. Mr. Alan Bornt indicated that they would attempt a meeting with Mr. Don Osborne regarding the Maple Avenue issues as the Bornt's were unaware it belonged to the parcel they are purchasing from Don Osborne.

On June 18, 2015, Jeff Lyons forwarded to Nick Wells and Jurg Heuberger of LAFCo some de-annexation proposals that involved an additional parcel also owned by Don Osborne. Mr. Lyons followed up on July 1st regarding a response and included City Planning in the email. Subsequently, Mr. Lyons was forwarded a checklist of procedures along with the corresponding application, fee, and deposit requirements. He was advised that applications through LAFCo and Imperial County would need to be processed concurrently and that copies needed to be submitted to the City as well. As of September 30, 2015 no formal applications had been submitted. As of December 31, 2015, no additional submissions were made and there were no updates to report. This project continued to be contingent of the boundary adjustment application (annexation/de-annexation). As of March 31, 2016, no additional submissions had been made and there is no progress to report. There was no activity during the second quarter.

On September 8, 2016 Jeff Lyon re-submitted the LLA application packet to the City of Holtville. The legal descriptions and plat maps were reviewed by the engineers and found right-of way data on Bonds Corner Road to be inconsistent with prior submittals. A letter was drafted to his attention on September 29, 2016 requesting support documentation for the Bonds Corner right-of-way.

3. **Clear Talk Tower Conditional Use Permit** - The City received an incomplete application packet from Victor Gillespie on June 22, 2015 for the installation of a Telecommunication Tower at Samaha Park. A letter was drafted by the City Planner with guidance on general requirements and applicable fees and further forwarded a copy of the applicable Municipal Code Sections to the applicant (Ordinance 442). The City's letter went out on June 23, 2015. No additional submissions had been received as of June 30, 2015.

The potential lease agreement was presented to City Council on August 24, 2015 for review prior to the applicant making any substantial investment on the required submittals. City Council was generally agreeable with the proposal. As of September 30, 2015, no additional submissions had been made.

On October 13, 2015, a letter was sent to Victor Gillespie regarding a preliminary review, permitting and site zoning. The letter reiterated required fees, documentation, and procedures

for processing, as well as the need for a Zone Change/Text Amendment prior to CUP issuance. Mr. Gillespie was in contact with Mr. Nick Wells in early January 2016, but no submissions were received.

Although the Open Space Zone does not outright, or conditionally allow “Communications Facilities,” the City’s adopted Communications Ordinance allows for community facilities in public property as long as there is a lease in place. A public hearing was scheduled before the Planning Commission for April 18, 2016 to review the project and proposed Public Benefit Agreement; however, staff had insufficient information as of the end of March to make some of the required findings. Of specific importance was the pending Radio Frequency Exposure Report. Since the code is clear in that a permit is contingent upon the finding that the communications facility shall be sited or operated in such a manner that it does not pose, either by itself or in combination with other such facilities, a potential threat to public health. To that end, no communications facility or combination of facilities shall produce at any time power densities that exceed the current FCC adopted standards for human exposure to RF fields. Certification that a facility meets this standard is required. A copy of the report and/or certification from the FCC needs to be submitted.

Quorum was not met, therefore the April 18th meeting was rescheduled to May 16, 2016. A meeting was held between the City Planner and Clear Talk representatives to go over the details of items required prior to action. The scheduled meeting before the Planning Commission was held on May 16, 2016. It was noted that the project application continued to be substantially incomplete. The Planning Commission was informed that a change in approach had been directed from the “Single User Approval by the Planning Commission with Option for Colocation Modifications by City Council in Compliance with CEQA” to “Multiple User Approval with CEQA Certification by the Planning Commission with Option for Restrictions by the City Council”. Due to this change, a CEQA Review is required before the planning commission can proceed.

An Information Request Form was sent to Mr. Gillespie on May 16th noting that the following items were pending for formal CEQA review and placement for action: fees (\$300 fee and \$1,000 deposit) and the Site Analysis per code requirements and a Radio Frequency Exposure Report if satellite facilities were incorporated. Subsequently, Mr. Gillespie, submitted payment for CEQA review on May 25th. As of the end of June, no additional reports had been received; however, the City Manager and City Attorney authorized staff on July 6th to move forward with project under the limited site analysis previously prepared.

The Initial Study was completed by staff on July 20, 2016 and the EEC, consistent of City Department Managers, met on July 21, 2016 to approve the Initial Study and Draft Mitigation Measures and also added additional conditions to the project. Mitigation Measures were incorporated to mitigate impacts to Air Quality, Aesthetics, Geology/Soils, Noise, and Recreation. The Notice of Intent to adopt a Negative Declaration was filed on August 2, 2016 and circulated for thirty days with the final comment period ending on September 8, 2016. It was published in the Holtville Tribune on August 4th and August 11th and posted at City Hall. Three comments were received all of which were addressed by planning staff. The environmental review findings were presented to the Planning Commission on September 19, 2016 and the MND was Certified as presented after considering public comments. A number of residents were in attendance and voiced opposition to the project. Two petitions regarding the same were handed to the City Clerk.

The Conditional Use Permit was processed concurrent to the CEQA review and all residents within 300’ received a written Notice of Public Hearing. A meeting was held by the City Manager and City Planner on August 31, 2016 with two Clear Talk Representatives regarding the pending items for Code Compliance: 1) Alternative Site Analysis, and 2) Radio Frequency Emissions Certification. Samples of the emission

certifications were reviewed with them and emailed to Mr. Gillespie. Subsequently, a Site Plan Analysis was completed by the Applicant and submitted to the City on September 12, 2016. A Radio Frequency Emissions Certification was not submitted.

At the time of the public hearing resident opposition continued for the Conditional Use Permit. The Planning Commission made two changes to the Conditions of Approval: #1 Eliminated Landscaping Plan and #2 Removed New Lighting Requirements (to reuse existing lighting) and added the pending Frequency Emissions Certification as a Condition of Approval. Additionally the Planning Commission took action on the Public Benefit Agreement for consistency removing the lighting requirement and instead applied a one-time Cash contribution of \$10,000 to the City's Park Fund.

An appeal was submitted to the City on September 23, 2016 stating conflict with the following policy areas:

- *Protection of Impacts to Property (conditions do protect public property but property values to nearby residents may arguably be not applicable)*
- *Encouragement of Placement in Non-Residential Areas (The Open Space Zone is a non-residential zone)*
- *Minimize Towers in the City of Holtville (This would be the only tower within the incorporated City Limits)*
- *Encourage Joint Use (the tower is permitted to accommodate co-location)*
- *Visual Pollution (Unfortunately the Planning Commission did remove the landscape conditions originally included to mitigate aesthetic impacts as required by code. This deviation from the code was done without notification of a variance as required by the Municipal Code and State Statute and may be considered a reason for appeal)*
- *Radio Frequency Hazards (although a Radio Frequency Emission Report has not been submitted it is a Condition of Approval)*
- *Avoid Potential damage From Tower Failure- (There were a number of conditions that addressed the structural integrity required of the facility)*

4. **Osborne Jurisdictional Changes & Pre-Zone** - On July 27, 2015, the City of Holtville received communication from GS Lyon Consultants on behalf of Donald Osborne regarding the partial de-annexation of a portion of APN 045-330-071 and pre-zone and annexation of a portion of APN 045-340-029, both owned by Mr. Osborne. The subject area for de-annexation is approximately 0.97 acres in size and the subject area for annexation is approximately 0.33 acres in size. The jurisdictional boundary adjustment is being requested so that a subsequent legal parcel boundary adjustment between an abutting property owned by Alan and Mary Bornt and the aforementioned Osborne properties can be accommodated. A future lot line adjustment will allow Alan and Mary Bornt to obtain a legal title on property currently purchased/leased from Mr. Osborne. LAFCo recommended that City Council provide preliminary support of the proposed jurisdictional changes. On August 24, 2015, the Holtville City Council passed Resolution CC 15-21, in support of the partial de-annexation of 045-330-071, and the pre-zone and partial annexation of APN 045-340-029. As of September 30, 2015, a formal application had not been received by the proponents.

On October 13, 2015, a letter was sent to Jeffrey Lyons regarding application submittal requirements, explaining the requirement of a uniform application, title documents, annexation fees, plat map, and legal description.

On November 2, 2015, a LAFCo Application was submitted to LAFCo by Mr. Osborne. On November 11, 2015, the application was accepted for filing by LAFCo. Although a reminder of pending submission was emailed to Jeff Lyons on November 17, 2015 with cc's to the Bornt's, there was no City application or fees submitted to the City of Holtville as of December 31, 2015 for proposed jurisdictional changes. Mr. Lyons indicated on November

18, 2015 that he was working with Mr. Osborne and his clients in getting the required information together.

Mr. Jeff Lyons communicated on February 16 that the engineering team was working on the field survey to verify that all physical improvements match the current legal descriptions. An application had not been received as of the end of March. There was no activity to report during the second quarter.

On September 8, 2016 Jeff Lyons re-submitted the Annexation/De-Annexation application packet to the City of Holtville. However, processing fees were not paid to the City. A cursory review of the submittal was prepared and a letter was drafted to his attention on September 29, 2016 requesting support documentation for the Bonds Corner right-of-way and informing him that no reviews would be completed until the applicable fees are paid.

5. **Four Plex and Alley Dedication-** A site plan review application and building permit application were submitted by Cadd Works, Inc. on March 16, 2016 for construction of a four-plex at 521 Chestnut Avenue (APN 450-271-005) which is zoned R-3 Multi-family. The submittal for the 3,594 square foot complex included improvement plans which were reviewed by City staff. On March 23, 2016, City Staff sent a letter to Salvador Franco of Cadd Works, Inc. rejecting the site plan for the following reasons: 1) the parcel had incorrect dimensions and did not depict the alleyway area to be dedicated to the City of Holtville and 2) the site plan did not contain building setbacks, a grading plan, and other pertinent information.

On April 6, 2016 City Staff issued another letter to Salvador Franco discussing the site plan that was re-submitted on April 1, 2016. The site plan that was re-submitted was inconsistent with the requested information of March 23, 2016. The site plan noted issue: 1) The parcel had incorrect dimensions and did not depict the alleyway area to be dedicated to the City of Holtville, 2) Missing dimensions 3) There was no Landscaping plan, and no Grading Plan, 4) The trash exposure did not meet the minimum side yard setback of 10 feet, and 5) The proposed wood fence height in the front yard did not meet standards. There was no further activity to report during the second quarter.

On September 19, 2016 Manuel Yanez of Yanez Engineering resubmitted information that was requested on April 4, 2016. A review of the site plan was consistent with City Standards, but is pending approval of the Grading Plan, and Landscape Plan. The subsequent plans are currently under the review of an Engineer.

CITY PLANNING PROJECTS

6. **Wetlands Trail Link/Acquisition from IID** - The City has actively been working on securing a pathway, the approximate distance of .52 miles from the Alamo River Recreational trail to Zenos Road in order to connect to the Holtville Wetlands. City Staff met with IID officials who were willing to gift the required easements as long as the City provides the legal descriptions and plat maps. A portion of the Habitat Conservation Fund grant received in 2012 was to be used to create a conceptual pathway from the current trail to the wetlands based on existing topography. The concept is complete and the City Manager authorized the preparation of the legal description and plat maps to be presented to the IID. A Preliminary Title Report was ordered and obtained on August 1, 2013 and the survey Staff has been working on preparing the easements. It is anticipated that the easements will be drafted for review by The Holt Group Staff during the third quarter.

The legal descriptions and plat maps were completed by survey staff on December 4, 2013. On December 6, 2013, Staff submitted an enclosure letter to Randy Gray of IID Real Estate, providing the legal descriptions and plat map for a 20-foot wide easement. Randy Gray was contacted on December 27, 2013 to obtain a project status update. Mr. Gray informed that

he had circulated the easement documentation and that thus far, other departments had accepted the legal documentation, as prepared.

The IID reviewed the Legal Description and Plat Map and found them acceptable on March 10, 2014. The same day, IID Staff notified the City that they would prefer the City enter into a Site Access Agreement and Encroachment Permit rather than the proposed Grant of Easement. Planning staff forwarded on April 1, 2014 the draft Site Access Agreement to the City Attorney for his review and comment.

The draft Site Access Agreement was presented to City Council on April 28th where the Agreement was approved. The agreement was then executed with the proper City signatures and delivered to the IID on May 12, 2014 for their review and execution. As of June 30, 2014, the Agreement still being reviewed internally and will be released once any revisions have been processed by the IID. The final Site Access Agreement was received on April 14, 2014 by The Holt Group and the original was forwarded to the City Manager on April 17, 2014. The next steps for this project are to complete the environmental and be shovel ready at the next opportunity for grant funding. No additional updates were available as of June 30, 2015.

No additional updates were available as of September 30, 2015. As of December 31, 2015, there were no updates to report. Activity on Wetlands has now reactivated this project as of March 2016. City Council authorized staff to obtain cost estimates to complete biological and cultural studies pending for environmental compliance.

Biological Study cost estimates were requested from Baker International, & Barret's Biological in April. Also in April, a Cultural Study cost estimate was requested from Brian F. Smith and Associates. The costs from Baker International were \$8,980, Barret's Biological were \$3,670, and Brian F. Smith and Associates \$4,300. Council approved at the May 5th meeting the biological study services from Barret's Biological and the Cultural Study from Brian F. Smith and Associates. A consultation to the NAHC was filed on May 27th for a sacred lands search and to obtain a contact list of the tribes to be contacted for initial consultation. The Initial Study has been completed and it was anticipated that the Environmental Evaluation Committee would review in July.

The Mitigated Negative Declaration is on hold pending additional studies warranted after the Cultural Study was received and recommended a Phase II study. Brian F. Smith and Associates discovered five sites along the Alamo River Trail that could potentially be site of cultural significance, four refuse locations, and one at the railroad bridge. The recommendations found in the study indicated that additional research and recordation would be required at the aforementioned locations. Cultural Study cost estimates were requested from Chambers Group, Brian F. Smith and Associates, and Tierra Environmental for a Phase II Cultural Study. The costs will be presented to the City Council at the October 24th meeting to receive additional directive.

7. **Elizabeth Potts Estate Alley Dedication-** Elizabeth Underwood, representative of the Elizabeth Potts Estate, contacted the City of Holtville on April 1st in regards to dedicating a private section of the alleyway between Chestnut and Maple Avenue, and 5th and 6th Street. A letter was sent to Ms. Underwood on May 27th informing her that the City received her request to dedicate private property, and provided a sample grant deed to her that she would need to coordinate from her mother's estate and return to the City. As of June 30, 2016, no dedication paperwork had been received.

The City was contacted on September 8, 2015 by the County of Imperial regarding right-of-way issues and prior County records being in error as it relates to dedication for Ms. Potts. Ms. Arce forwarded to the County record of survey maps on file that document the historical right of way of that area. On September 12, the County informed the City that they had successfully transferred title of the parcel to the City of Holtville per provided

map OM 7-34. She communicated that previous taxes assessed to the Estate of Elizabeth Potts would be cancelled. This item has now closed and will be removed from additional reporting.

Should you have any questions and/or concerns regarding the information in this report, please feel free to contact Justina G. Arce at (760) 337-3883 or City Manager Nicholas Wells at (760) 356-4574.



7e

quarterly grant report

July-September 2016 Report

To: Nicholas Wells, City Manager
Holtville City Council
Holtville Planning Commission

From: Gustavo Gomez, Planning Assistant

Date: October 03, 2016

Projects: City Grant Applications/Projects

1. Alamo River Recreational Trails – Department of Parks & Recreation
2. BECC Application for Wastewater Treatment Plant (PDAP/BEIF) FY 10/11
3. CWSRF Application for Wastewater Treatment Plant
4. HCF Program Grant Application for Alamo River Conservation Project
5. Walnut Avenue South to 2nd Street Improvements- RSTP Grant Application
6. SR 115/5th Street STIP Program Phase II Project (north side)
7. 6th Street RSTP Call for Projects 2015
8. 9th Street Phase III RSTP/CMAQ Call for Projects 2015
9. State Waterboards DWSRF Application
10. Wetlands BOR Grant
11. ***Community Benefit Program-Wetlands Look-Out Project***
12. ***Sustainable Communities Benefit Grant-GP and SAP***

The purpose of the following memo is to provide a summary report to the City of Holtville of the planning work currently being performed by The Holt Group in regards to the City's grant applications and grant administration projects, and more specifically the projects referenced above and detailed below. ***Updates are in bold italics and for the time period of July 1, 2016, thru, September 30, 2016,*** unless otherwise noted. Further note that in order to save space, some immaterial history has been omitted, but is logged in prior reports should anyone wish to review at a future date.

1. Alamo River Recreational Trails-Department of Parks and Recreation (\$489,169.30)

In August 2008 City Manager, Laura Fischer directed THG to prepare the resubmission of an application, which was prepared on September 2008. The application was strengthened due to an IID easement that was secured and the completed survey work. A full Staff Report and a copy of the application were submitted to City Council at the September 14, 2009 meeting. On June 16, 2010, the City received a formal letter from the Department of Parks and Recreation, stating that the project had been awarded \$430,468 and that the City needed to comply with NEPA, National Historic Preservation Act of 1966, and the State or local Transportation Improvement Plan. The Regional Transportation Plan listing and Preliminary Environmental Study were completed on January 3, 2011. A contract with the State was executed on July 25, 2011 by City Manager, Alex Meyerhoff and the City procured for design, bidding and construction services.

The resolution for selection of a consultant was presented to City Council in November 2011 by City Manager Alex Meyerhoff and action was delayed since matching funds were originally from RDA Fund. Since this was an adopted Regional Transportation

Plan (RTP) project, City Council opted to use LTA funds and continue to move forward with the project. On January 17, 2012, the City received a reimbursement check from the State for \$296.00. On January 23, 2012, City Council awarded the contract for design and engineering services to Mia Lehrer + Associates for \$134,325 and a Notice to Proceed was issued on March 21, 2012 to the consultant. Mia Lehrer held a public meeting on May 7, 2012 and also presented design concepts to two High School Classes. The consultant communicated its challenge of site amenities not being found at the cost budgeted. THG provided Mia Lehrer with a number of facility specifications in order to keep the design within budget. Mr. Jeff Hutchins, project manager suggested elimination of a restroom facility, however, the City communicated that no amenities should be eliminated as the State would need to authorize a change in the scope of work. The State agency communicated that scope changes would be feasible but that a formal request needed to be submitted to DPR as amenities were a scoring factor.

The final plan check was completed and comments on minor edits were issued to Mia Lehrer on March 5, 2013.—A progress grant report was submitted to the State on April 17, 2013. Jeff Hutchins held a pre-bid meeting on June 18th. The bid opening date had been extended to July 16th via addendum #3. The City received a total of two bids: Pyramid Construction (\$1,021,279) and Hazard Construction (\$853,128). Some of the improvements engineered by Mia Lehrer resulted in significant cost overruns. At the direction of the City Manager, THG reviewed the construction bid items and prepared a memo to City Management dated September 4th on potential items that could be removed from the project scope to lower project costs and subsequently submitted a request to the DPR on August 15th for a reduced project scope of work. A response was received from the State on August 16, 2013 requesting a letter describing the scope of work change, a revised Application, Cost Estimate, and Site Plan. On December 27, 2013, the letter describing the scope of work change, a revised Application, Cost Estimate, and Site Plan were submitted to the State.

On February 3, 2014, the City received a letter from the State approving the change in scope of work. The project was re-bid by Mia Lehrer, per change in scope, and a bid opening was held on March 28, 2014. Three bids were received from Granite Construction (\$678,999), Hazard Construction (\$568,148), and Pyramid Construction (\$508,483). City management was in the process of negotiating with the availability of Class II base for trail pavement, location of fill export, and possibility of fill import. Other elements such as rope railing, signage and bollards could be installed by the City at a future date in order to bring down project costs.

Cost reductions of \$66,900 were successfully negotiated by THG with Pyramid Construction in June 2014 for the following items: Reduction of soil exporting costs per unit (\$29,580 in savings); Removal of installation of all three trash receptacles (\$4,800 in savings)-purchased under separate grant; Removal of installation of all rail track post & rope guide (\$17,520 in savings); Removal of installation of Alamo River Trail Sign (\$5,000 in savings); Removal of installation of bollards (\$10,000 in savings) to be installed at a future date by City staff.

City Council awarded the construction contract to Pyramid Construction on June 9, 2014. The kick-off meeting was held on June 27th and subsequently THG issued a memorandum to Mia Lehrer on July 2nd to communicate and recap construction management requirements expected of Mia Lehrer for the construction phase of the project. It was determined by Mia Lehrer and the City Manager to only issue a Notice to Procure (pending acceptable contract documents) for the bridge equipment and that a Notice to Proceed on Construction would take place in September.

Pyramid submitted a payment request in the amount of \$59,850.00 for the pre-fabricated bridges, which was paid by the City on July 11, 2014. The Holt Group, in turn, submitted Reimbursement #4 to the State for the material purchased on July 1st, 2014 and the City

was reimbursed on December 9th, 2014. A Notice to Proceed was issued by Mia Lehrer to the contractor on November 18th 2014 after some clarifications on design between Mia Lehrer and the Bridge manufacturer were resolved.

The project was subsequently and temporarily halted until a Labor Compliance Officer was brought on board and construction management inspection scope of work was agreed to. A Labor Compliance contract was approved by City Council on December 8th, 2014. David Dale of Dynamic Engineering was also brought in to perform daily inspection/construction management services at a cost not to exceed \$12,000 since Mia Lehrer was unable to complete the daily inspections as required. This amount would be deducted from their contract. Construction began on December 15th, 2014.

Construction Management Service invoices were also paid in January averaging \$17,000 to Mia Lehrer and North Gardens Management. Pyramid Construction was also paid \$175,249.80 on January 20th, 2015. The Holt Group, in turn, submitted Reimbursement #5 on January 27, 2015 to the State for the incurred costs, in the total amount of \$192,181.00. In January 23, 2015, City Council approved Construction Change Order #1 in the amount of \$52,070.20, for a change in scope that would require piling to be constructed using the "Wet Shaft" method of placement.

On February 25, 2015, Semi Annual Reports were submitted to the Office of Grants and Local Services. On March 25, 2015, The Holt Group submitted Reimbursement #6 to the State for additional construction management costs in the total amount of \$20,702.00. This Reimbursement included two Labor Compliance payment requests in the amount of \$1,530 and \$578, two North Gardens Management construction management payment requests in the amount of \$3,400 and \$3,740, and a Pyramid Construction construction services payment request in the amount of \$11,454.18.

On July 10, 2015, the City was notified by the California Department of Parks and Recreation that additional RTP grant funds were available for projects that had encountered cost overruns. Since the Alamo River project had cost overruns as well as Construction bid items that had to be removed to fit the budget, the project was eligible to apply for additional funding. On July 14, 2015, a packet requesting additional funds was submitted to the Department of Parks and Recreation. The packet included a letter from the City Manager explaining the need for additional funds, a revised RTP application, a revised Cost Estimate form, and a revised schedule of events.

The City received a letter on September 17, 2015, informing them that the Office of Grants and Local Services (OGALS) recommended approval of a portion of the requested additional funds in the amount of \$255,353 to the Federal Highway Administration (FHWA). FHWA approved the additional funds for this project on July 30, 2015, bringing the total new grant amount to \$685,821. OGALS notified the City that an amended grant contract would be delivered soon.

On December 11, 2015, the State contacted the City Planner to let her know the City was out of compliance with the OMB Circular Single Audit requirements and it could affect funding. City finance staff was addressing this item with the auditor.

A status report was delivered to the Department of Parks and Recreation on January 8, 2016. The City of Holtville received the new grant agreement on February 17. Signatures were coordinated from Nick Wells and returned to the State on March 2, 2016 stipulating funds had to be drawn by the end of the fiscal year, but would not be released unless compliance with the OMB Circular Audit were submitted by the March 31, 2016 deadline. The Single Audit was successfully filed.

In the interim, all the different components of the last trail sign are scheduled to arrive by mid May for installation immediately to follow, according to the Contractor. This will enable the City to process the final close-out documents by the June 2016 deadline.

A Notice of Completion was filed and recorded on May 26, 2016. The City of Holtville received and paid final invoices from Pyramid Construction, North Gardens Management, and Mia Lehrer & Associates. The Holt Group, in turn, submitted Final Reimbursement under the second grant on May 30, 2016 in the amount of \$231,534.46 for total costs incurred (minus 12% match). At the direction of the City Manager, the grant was closed and slightly over \$100,000 was left at the State level. Funds were not intended to be drawn since the construction items were never reinstated into the Pyramid Construction Contract by City Management and the Construction Manager.

The State contacted the Holt Group and communicated that all funds should be expended given that if they had disencumbered Federal Funds it would not look well for their performance and it may further affect the City of Holtville under future funding requests. After receiving authorization from the City Manager, The Holt Group, coordinated a thirty day extension from the State of California and a Change Order with Pyramid Construction, obtaining current Insurance Certification for scope of work to be completed within twenty five days. The added scope consisted of rail posts and guide and installation of trash receptacles that had been stored at Public Works.

A revised Notice of Completion was filed on July 26, 2016. The State was sent photos and they were very pleased with the finishes. The ribbon cutting event took place September 2, 2016. For the first reimbursement of Grant 2, an amount of \$231, 800 was requested. The second and final reimbursement is pending recordation of Deed Restriction by City Attorney.

- 2. BECC/NADBank Wastewater Treatment Plant Application FY 10/11 (Anticipated Project Costs \$5,616,000.00, however as of December 31, 2013 costs were \$11,885,956)** – THG was given directive to prepare capital improvement applications through BECC. City Council authorized the City Manager as the approving official for the required submittals on October 11, 2010. The project was for the rehabilitation of the existing plant and included related costs for environmental compliance and processing of State Revolving Fund Application. The WWTP Improvement Project application was forwarded to the BECC EPA Office on October 27, 2010 and copies were provided to the City Manager on October 28, 2010. By mid January 2011, BECC conducted field review visits to the project sites. The project was pre-selected and was in process for FY 11/12 BEIF-PDAP Prioritization.

Grant funding for 50% of the design was officially awarded through BECC via a letter dated May 11, 2012 under EPA Region 9's US-Mexico Border PDAP. A meeting was held with BECC on June 14, 2012 to discuss BECC Certification requirements and WWTP PER Review. The Design would focus on the preferred alternative identified under the PER and more specifically described as the Biolac[®] Wave Oxidation (Integral Clarifier) System alternative. The City received a comments report dated June 22, 2012 from BECC communicating that the PER had been reviewed and that PER modifications were being requested. The requested changes were six (6) as follows: 1) Capacity consideration for septage holding tank of 25,000 gallons seems an over built, the City should reconsider the adequate volume needed; 2) Addition of proper laboratory and offices building inclusion to the improvements; 3) Clearer understating of the type of industrial discharges to the WWTP, quantities and characteristics; 4) Plan on tracking the tanker trucks irregularly dumping wastewater to the WWTP; 5) A biosolids-handling plan has to be described more in detail. The plan should include the sludge thickening process to be utilized, along with sludge windrowing, drying, storage and landfill application; and 6) Emergency backup generator should be considered. The comments report communicated that a response was required from the City to communicate if recommendations were accepted in order to authorize BECC to move forward with RFP Scope of Work development.

The letter also stated that BECC would be providing 50% of design costs up to \$500,000. The PER modifications would be covered by the awarded PDAP funding, the City would simply need to provide documentation of the Lee & Ro RFP Process. Once the PER was updated, the RFP process for the design phase would be initiated. A letter on funding status dated June 18, 2012 was also submitted to the RWQCB to provide an update on the funding milestone deadline of June 27, 2012.

Two teleconference meetings were conducted November through December 2012 with BECC to discuss the Certification Schedule, RFP for design services and concern over the pending SHPO Clearance. On December 10, 2012, City Council approved THG to proceed with the preparation of the RFP for design services for the WWTP, without the SHPO Clearance, in order to not further delay compliance of the Board Order. The final, advertised WWTP design RFP documents were submitted to BECC on December 13th. The project advertised on December 20th and EPA Notified the City of Environmental Clearance on January 4, 2013. A meeting was held at THG office with BECC and Mr. Alex Meyerhoff (via phone) on February 21st to discuss pending action items to initiate the WWTP Project. These included submission of procurement data and contracts.

Lee and Ro, Inc. and Albert A. Webb Associates, Inc. forwarded proposals for the design of the Holtville WWTP on February 14th. A Selection Committee assembled by City Management met on February 19th to review the consulting engineering proposals and recommend a design consultant on a qualification based selection. At the February 25th Council Meeting, the City Council accepted the recommendation of the Selection Committee, which was to award the contract to Lee & Ro in the amount of \$697,256. A kick-off meeting was held on March 19, 2013 by Lee & Ro with IID, EPA, BECC, Landmark and THG to discuss the project design and schedule.

THG Drafted a Public Participation Plan, which was reviewed and approved by City Council. The First Public Presentation was also reviewed and authorized by the Local Steering Committee on June 28, 2013. The Local Steering Committee also reviewed the 30% design plans and scheduled the first public meeting for July 15th. The City and THG also held a meeting with NADBank on June 11th to discuss the projects design status. Lee & Ro had completed 30% of the design plans in June and the City Engineer reviewed the plans and issued comments. A meeting was held with Lee & Ro on July 24th to review the 90% design plans. The Local Steering Committee also met on August 6th to review the 90% design plans and scheduled the final public meeting. The final design plans were completed in August and submitted to BECC for review. A total of three reimbursement requests were also submitted by the City for design costs.

The August EOOPC was \$8,866,000 which was \$1,775,910 over the SRF construction commitment. There was a total project costs gap of \$3,371,790. A meeting was held with NADBank in September to discuss the financial gap and it was communicated that assistance could be provided through the BEIF Program. NADBank requested that the City submit twenty-nine documents for an analysis. The first submittal to BECC was made on September 18th with only the Building Permit pending.

The Building Permit was submitted to BECC on October 23rd. A Second Public Meeting was also held on October 14th. The EOOPC was since then updated by both Lee & Ro and then adjusted by NADBank. Subsequently, BECC communicated that the City would need to hold a third public meeting to reflect the revised project costs and a financial assistance amount of \$3,559,910 under the BEIF Grant Program. The Final Public Meeting was held on November 25th by the City Council.

A total of two reimbursement requests and two progress reports were submitted to BECC between October and December with the most current submitted on December 6th. The draft Project Certification Document was published on December 15, 2013 which initiated the 30 public notification process before a formal proposal could be advertised. The project was certified by BECC on February 25, 2014, however the City had not

received the Construction Assistance Grant Agreement from NADBank as it was pending issues associated with Buy American Clause and Disadvantaged Business Enterprise Goals which are required by the primary lender the CWSRF but rejected by NADBank. The issue was being resolved by EPA who was the origin of funding for both programs to some extent. Lee & Ro was in the process of completing the specifications with the required language.

Construction Management Services: An Expression of Interest (EOI) for Construction Management was advertised by the City Engineer on February 27, 2014. Two of the responding firms were disqualified. Full proposals from the remaining firm (Dudek and Associates) was received on April 16, 2014 but exceeded the available budget of \$887,500 by \$1,028,300. The bid was rejected and NADBank procured qualified firms a second time. The City was authorized to request one bid from HDR. The City requested a bid from HDR which came in at \$1,073,000. It was anticipated that the contingency would cover the \$185,500 gap. Selection of Construction Management Services were brought before City Council once the Sub-Grant Agreement for the project was approved by NADBank which was pending resolution regarding Disadvantaged Business Enterprise and American Iron & Steel Language requirements. EPA was working with NADBank to clear American Iron & Steel and DBE Language. The Construction Manager, HDR, was selected during this report period and a contract for services was executed on July 30, 2014.

Construction Services: It was anticipated that the Request for Proposals for Construction would be advertised by May however, this was delayed due to the Construction Manager not yet being selected. The Advertisement for Bids for Construction Services was estimated to be advertised in August 2014. The construction bid opening date and evaluations were to be completed in September for potential recommendation to City Council by October 2014. This schedule has been significantly delayed as of the end of September. HDR had to be allowed time to review the construction bid documents, and comments were received from HDR on September 30, 2014. It is anticipated that the advertisement for bid for construction services would be published in October for potential recommendation to City Council in November 2014 or early December.

HDR completed their review and comment by November 25, 2014. The Bid Documents, however, were not approved by NADBank in October of 2014 and instead significant restructuring and itemization was requested on by NADBank which were out of the norm of all engineering firms involved (Lee&Ro, HDR, and THG). Discussions ensued between EPA and NADBank and the City on whether HDR was fulfilling their contract. HDR made some modifications and appealed on others and submitted the report to NADBank on December 15th, 2014. NADBank responded on December 19th, 2014 with some modest additional changes which were completed by Lee & Ro.

Monthly progress reports were completed for January, February and March 2015. On February 9, 2015, the City of Holtville City Council authorized a Construction bid advertisement and the bid advertisement went up on February 24, 2015. The City Engineer issued a couple of addendums and as a result, the bid opening was delayed through April 14, 2015. It was anticipated that an award recommendation would come to Council by the end of April.

NADBank Monthly Progress Reports were completed for April, May, and June 2015. NADBank completed their bid evaluation review on June 16, 2015 and the Sub-Grant Agreement was received on June 22, 2015 in the amount of \$6,889,870. City Council may now consider award of contract for construction services. Action was scheduled for the July 13, 2015 Council Meeting.

NADBank Monthly Progress Reports were completed for July, August, and September 2015. The City awarded the Construction contract to Pacific Hydrotech for Construction

Services at the July 13, 2015 City Council meeting. A Notice to Proceed was issued on July 29, 2015. Change Order #1 and #2 were in progress during September. Change Order #1 addressed DBE changes and had zero costs and no extension of time. Change Order #2 was associated with potable water systems.

NADBank monthly progress reports were submitted for October, November, and December 2015. On October 6, 2015, Change Orders #1 and #2 were accepted by the City as well as Change Order #3 which was for IID design fees. On October 22, 2015, NADBank sent a letter to the City approving Change Orders #1-#3 which increased the construction contract amount by \$103,746.26 to be paid out of grant contingency monies. The Construction Management firm was coordinating fund draws from NADBank within approved amounts for construction funding.

NADBank monthly progress reports were submitted for January, February, and March 2016. The first invoice for construction management services by HDR was submitted on March 8, 2016. The invoice was rejected by NADBank because it was inconsistent with the submitted proposal and award contract for tasks, personnel, and costs. Revisions or request for change order were requested from HDR. As of March 29th 2016, an invoice resubmittal had not been received from HDR. The billing delay from HDR has posed an issue as HDR has not paid some of the sub-consultants (surveyor) and they had halted work needed to continue to the project. A follow up with HDR indicated that they would be able to speed up schedule and get back on track. Currently, the construction schedule is 57% lapsed but only 37% complete.

NADBank monthly progress reports were submitted for April, May, and June, 2016. Change Orders #4 and #5 were approved during this quarter. Change Order #1 was for services to IID Power in the amount of \$13,879.56 and #5 was for additional work at the 18" diameter sewer line and demolition of a tank at the aeration basin for an additional cost of \$21, 447.81. Both amounts were approved to be paid with contingency funds through NADBank. HDR has further submitted invoices for construction management services during this quarter. HDR coordinated all fund draws from NADBank within approved amounts for funding.

There was an issue, however, with the lapsed contract between the City and HDR that has resulted in approval of payment for services to HDR from NADBank being denied until an amended contract term is reached. As of June 30, 2016 an amended contract had not yet been submitted to NADBank.

NADBank monthly progress reports were submitted for June, July and August 2016. Change Orders #6, #7, #8 were approved during this quarter. Change Order #6 was for duct bank work, extra light pole at septage station, extra IID 12 feet wide access gate, in the amount of \$43, 095.21. Change order #7 was for POU water system to OPS building and an added 14 inch BFV at southeast line in the amount of \$100,965.92. Change order #8 was for a 10 inch RAS added cleanout and revisions and a City requested cleanout at NPW in the amount of \$10,633.50. All change order amounts were approved to be paid with contingency funds through NADBank.

HDR has further amended their contract term and successfully invoiced during this quarter. The construction contract with Pacific Hydrotech expires in October and will also need modification. The project however, is delayed . . . the contract term is 93% lapsed and the construction is only 72% complete as of the end of September. This could result in serious issues for Board Order Compliance and meetings will be held to discuss the matter.

- 3. Wastewater Treatment Plant CWSRF Financial Assistance Application to the State Water Resources Control Board (\$6,000,000.00 however as of December 31, 2013 costs were \$11,885,956)** – On December 13, 2010, City Council approved resolution 10-53, allowing THG and City Staff to prepare an Application for the WWTP Project. The

project's scope of work included vital rehabilitation work that addressed the City's NPDES Permit. On January 10, 2011, a reimbursement resolution was also taken to the Holtville City Council for their consideration. Although the City was not on the State Priority List, the State encouraged the City to submit an application. Per Ms. Chase, if the City completed the application prior to the opening of the project priority list, SWRCB would possibly consider an amendment to include the City's project.

THG worked with the Finance Manager to obtain pending financial documents and City audits. Additional items that would be needed included the Rate Study by Raffetis and the Preliminary Engineering Report by Lee & Ro and were still pending as of July 2011. On December 8, 2011, an application packet was finalized and sent to the State for funding consideration. THG also requested a Bond Counsel Legal Opinion letter from RW&G on December 21st regarding the City's ability to incur additional debt.

A staff report dated March 22, 2012 was presented to Council on preliminary underwriting for the application. The City submitted all required information to the State with the exception of the bond counsel letter, and 10/11 Fiscal Year Audit, Sewer Cash Reserves and Uses and Operation Budget and Cash Flow Projections which were pending by the Finance Manager. Preliminary findings by the State indicated that the City was eligible for Principle Forgiveness, but limited based on their economic data and MHI. In March, the State communicated that there were still funds in Category 1, for severely disadvantaged communities and that the City qualify if it raised rates by at least \$1.77 per month. Directive had been provided by Council to move forward with a minimum \$1.77 rate increase.

The City's financial budget was not available until June 1, 2012, which was not early enough for the State to complete its underwriting within their 11/12 fiscal year, and as such the Small Communities Capitalization Grant (SCCG) funds available to CWSRF were exhausted. It was communicated on June 6th by the underwriter that the availability of principal forgiveness for the 12/13 fiscal year under the SCCG would be determined after State 12/13 budget adoption. On July 5, 2012 the City submitted all financial documents pending from the City audit and final budget to CWSRF. Additionally, the USDA Loan Commitments were also forwarded to CWSRF on September 25th after the City Council took action to accept the USDA/BECC/BEIF financing packet for the Outfall Packet, thus relieving the sewer fund of some existing debt. CWSRF requested that the City provide the rate increase amounts needed to cover the City's debt (USDA and proposed CWSRF) equal to 1.20 times the total annual debt service and operation and maintenance costs, after considering any required reserves. The City Finance Manager was tasked with completing this information so it could be presented to City Council and provided to CWSRF.

The City Manager completed the Sewer Rate financial review in December and the Proposition 218 Sewer Rate Notice was posted and issued to all property owners and service users. A copy of the notice and proposed rates were submitted to CWSRF on December 31, 2012 and published in the Holtville Tribune on January 4th.

On February 11, 2013, City Council reviewed a revised EOOPC prepared by Lee & Ro that incorporated changes to scope of work due to BECC's laboratory building recommendations, Imperial County's CUP recommendations, and omissions from original PER that resulted in a project cost increase. THG informed SRF about the revised scope and EOOPC for a total project cost of \$8,222,546. It was communicated by Ms. Chase that assistance could be provided through SRF for the additional costs and on February 25th Council approved an updated Dedicated Sources Resolution and subsequently, a final Facility Plan Approval that incorporated all costs, schedule, and terms issued by CWSRF was also approved on March 18th. Please note however, that SRF required conditions to be met by June 2013 and due to the delay in the audited

financials, it was no longer feasible for the City to meet all these conditions within that deadline.

The audited Financial Statements for FY 11/12 were submitted to NADBank by the City on April 25, 2013 and NADBank was able to meet their May 9th Board Certification meeting. An extension was requested from SRF on April 24th as it was evident that the June deadline would not be met. SRF approved the extension in May, granting the City 120 days to execute the SRF agreement and meet the conditions which included USDA paying off the 2003 and 2011 outstanding bonds (by October 28, 2013) before the SRF Loan could board. A First Supplemental Trust Agreement for the 2003 Bonds and First Amendment to Installment Sale Agreement for the 2011 Bonds resolutions were passed by Council on August 26, 2013. The Resolutions enabled the SRF loans to board prior to the USDA Loans and while the 2003 and 2011 Bonds remain on the books.

An amended Facility Plan Approval (FPA) was approved by City Council on October 28th and the executed document was submitted to the State on October 31st. A formal agreement was still pending to be issued by the State due to the agreement being reviewed by the State's legal department and an extension to April 29, 2014 had been granted by the State for the execution of the agreement. The agreement was executed by the City and submitted to the State on February 5, 2014. The First Disbursement Request was also submitted to the State on April 3rd for reimbursement of 50% of design costs in the amount of \$340,786. Please refer to the BECC Wastewater Treatment Plant Project section above for construction management and construction status.

The First Disbursement Request was reimbursed on April 30, 2014 for 50% of design costs. The First Quarterly Progress Report was submitted to the State on May 2nd. Please refer to the BECC Wastewater Treatment Plant Project section above for construction management and construction status.

As noted in prior section 4 of this staff report, the Construction Manager, HDR, was selected during the July to September report period and the contract for services was executed on July 30, 2014. HDR had to be allowed time to review the construction bid documents, and comments were received from HDR on September 30, 2014. It is anticipated that the advertisement for bid for construction services will be published in October for potential recommendation to City Council in November 2014 or early December. Reimbursement #2 for final design costs and bidding services will be processed once the construction bids come in and a final cost determines whether any contract modifications with SRF would be necessary. The quarterly progress report was submitted to Ms. Bridget Chase on November 3, 2014. If and when changes to the satisfaction of NADBank are prepared, the final edits will need to be forwarded to the CWSRF.

Quarterly Progress report #4 was submitted to Ms. Bridget Chase on January 22, 2015. As previously noted, NADBank approved of the bid documents submitted by HDR, in February and on February 9, 2015, the City Council authorized a Construction bid advertisement with a bid opening scheduled for April 14, 2015.

Quarterly Progress Report #5 was submitted to Ms. Bridge Chase on May 11, 2015. Addendum's 3, 4, 5, pushed the bid opening date to April 21, 2015. On April 21, at 2:00 P.M., the bid opened and four (4) bids were submitted: RSH Construction (\$11,271,809), Pacific Hydrotech Corporation (\$11,733,600), Steve P. Rados, Inc. (\$14,625,000), and Stanek Constructors, Inc. (\$14,713,000). NADBank completed their bid evaluation review on June 16, 2015 and the Sub-Grant Agreement was received on June 22, 2015 to cover the financing Gap. Planning Staff prepared a Final Budget Approval and Approval of Award request and submitted the packet to the CWSRF on June 25, 2015.

The City awarded the Construction contract to Pacific Hydrotech for Construction Services at the July 13, 2015 City Council meeting. A Notice to Proceed was issued on

July 29, 2015. Quarterly Progress Report #6 was submitted to Ms. Bridge Chase in August 2015. Change Order #1 and #2 were in progress as noted under Item #4. The Amendment #1 was received by the State on September 11. On September 16, 2015, the City Manager approved Amendment No. 1 to the Finance Agreement and e-mailed and mailed the State Water Resources Control Board. The amendment shifted funds to soft costs from Construction. City Staff was preparing to submit Reimbursement #2 in October.

On October 26, 2015, Reimbursement #2 in the amount of \$464,437.82 was submitted electronically and via mail to CWSRF. Reimbursement #2 included Construction Invoices #1 and #2 in the reimbursable amount of \$368,073.89, The Holt Group Administration and Richards, Watson, and Gershon invoices in the amount of \$11,821.93, Lee & Ro Design Invoice for \$7,842, and The Holt Group bidding invoices in the amount of \$88,700.

Quarterly Progress Report No. 7 was submitted to Bridget Chase on November 10, 2015. On November 10, 2015, Reimbursement #3 in the amount of \$257,587 was submitted electronically and via mail to CWSRF. Reimbursement #3 included Construction Invoice #3 in the reimbursable amount of \$191,204, The Holt Group Procurement invoices in the amount of \$55,900, and Administration invoices in the amount of \$10,483. Reimbursement #4 in the amount of \$367,787 was submitted electronically and via mail to CWSRF on December 16, 2015. Reimbursement #4 included Pacific Hydrotech Construction Invoice #4 in the reimbursable amount of \$258,479 and Lee & Ro Engineering Construction support invoices #1-4 in the amount of \$109,308.

The quarterly construction progress report was submitted to the State on November 11, 2015. The City received Reimbursement #2 from the State in the amount of \$464,437 on November 25, 2015, and Reimbursement #3 from the State in the amount of \$257,587 on December 18, 2015.

Reimbursement Request #5 in the amount of \$209,457 was submitted electronically and via mail to CWSRF on January 19, 2016. Reimbursement Request #5 included Pacific Hydrotech Invoice #5 in the reimbursable amount of \$209,457. The City received Reimbursement #4 from the State in the amount of \$367,787 on January 20, 2016.

Quarterly Progress Report No. 8 was submitted on February 2, 2016, and covered the periods of 11/1/2015 through 12/31/2015. The report was prepared in advance to cover for Calendar Year reporting beginning in 2016. The next report would be completed in early April and cover January – March 2016. Additionally reimbursement #6 in the amount of \$224,605 was submitted on February 17, 2016. Reimbursement #6 included Pacific Hydrotech Invoice #6 and one (1) Lee and Ro invoice and reimbursement was received on March 14th.

The City received Reimbursement #6 from the State in the amount of \$224,605 on March 2, 2016. Reimbursement Request #7 in the amount of \$294,324 was submitted on March 16, 2016. The request included a Pacific Hydrotech Construction invoice in the amount of \$270,237 and a Lee & Ro Construction Management invoice in the amount of \$24,087. The state approved this request on March 21, 2016.

On April 11, 2016, request for Reimbursement #8 was submitted in the amount of \$557,307 which included a Pacific Hydrotech Construction invoice of \$538,127.42 and a total of \$19,180 in invoices from The Holt Group for Construction Assistance Services. On May 02, 2016 the City received Reimbursement #8 in the amount of \$557,307. Reimbursement #9 for construction Services from Pacific Hydrotech in the amount of \$242,904 was submitted on May 12, 2016 and received on June 12th.

Reimbursement Request #10 in the amount of \$229,838 was submitted to SRF on June 13, 2016. The reimbursements included only construction costs due to Pacific Hydrotech.

Additionally, during this quarter the State representatives performed a site visit on June 15, 2016 at the WWTP and no issues were raised.

The State quarterly report was submitted on 07/07/16. Reimbursement requests #11, #12, and #13 were also submitted during this third quarter for the following purposes and in the following amounts: Reimbursement request #11 was for \$461, 423, Reimbursement #12 was for \$331, 979 and Reimbursement #13 was for \$275, 807.

4. **Alamo River Habitat Conservation Project - Department of Parks and Recreation Habitat Conservation Fund Program Grant Application (\$193,700.00)-**

On September 26, 2011, City Council approved resolution 11-32, allowing City Staff to prepare an Application for the Department of Parks and Recreation Habitat Conservation Fund Program for improvements to the Alamo River area surrounding the SR 115 overpass. The State had a call for projects under the Habitat Conservation Fund Program for Trails with a statewide budget of \$2,000,000 per year and would award grants on a competitive basis for projects that protected, restored, enhanced wildlife habitat, and acquired or developed trails which would bring urban residents into Park and/or wildlife areas. The proposed project would incorporate landscaping and buffers to protect wildlife from human intrusion, and to protect trail users.

THG Staff prepared the application and all required attachments in coordination with City Staff. The application was submitted to the State on September 29, 2011. A letter dated October 14, 2011 was received by the City acknowledging that the State had received an application from the City and that no further action was needed at that time. A letter dated February 1, 2012 was received from the State indicating that there were three items needing clarification: 1) The non-construction (or pre-construction) costs in the Cost Estimate/Grant Scope Form exceed 25% of the grant and match amounts, 2) The CEQA Certification Form required the Authorized Representative's signature, and 3) the Topographic Map appeared to be complete except that the project elements as described in the grant scope should also be included. On February 15, 2012, a response with information requested on all three items was submitted to the State and cleared.

A site visit was held between the City Planner, a project engineer, and the Department of Parks and Recreation Staff on May 18, 2012 to view the project site. Habitat vegetation data and concepts on proposed links to Class I Bike Lane and Alamo River Recreational Trail were presented at the visit. A coyote was viewed at the trail and Mr. Pete Millinger happened to be on the site that day feeding raccoons. Overall, the visit went well and it was communicated by the State representative that a determination on funding would be anticipated July 2012. The City received a grant award notice dated September 18, 2012 indicating that the City was awarded \$193,700 in grant funds for the project.

Project design commenced in October 2012 and plans were 95% complete. The City received a letter dated November 6, 2012 that included the fully executed Grant Contract and also requested that a deed restriction be recorded on the title to the subject property. Project Design was 100% complete. On March 6, 2013, City Council was presented with options to meet the State's requirements on land control. One option was for the property to be transferred from the Successor Agency to the Holtville Redevelopment Agency to the City of Holtville and the second option was for a Land Tenure Agreement to be put in place between the Successor Agency and the City of Holtville. City Council provided directive to the legal department to move forward with the transfer of the property. A reimbursement would not be submitted until land tenure issues were addressed.

The project was advertised for bid in April 17th & April 24th and bids opened on May 21st. The bids came in too high with the lowest bidder coming in at \$239,977. A letter was issued to bidders rejecting the bids received and the project scope was modified to reduce some of the areas that exceeded budget. It was communicated by the City Attorney that he was working with the City Finance Manager on completing a report to the Department

of Finance for approval of the transfer of the subject property from the Successor Agency to the City of Holtville.

Follow up was made with the City Attorney in September on the status of the transfer of the property and it was communicated that he was in the process of working with the City Manager on a list of properties to be transferred from the Redevelopment Successor Agency to the City of Holtville for submittal to the Finance Board. The project was re-advertised for bid and a total of two bids were received from Hazard Construction (\$149,607) and Pyramid Construction (\$133,944). The City awarded the construction contract at the October 14th City Council meeting to Pyramid Construction.

Follow up was made with the City Attorney during the fourth quarter and it was communicated that the transfer of the property to the City of Holtville was still in process. City Management communicated that on November 22nd the City submitted a Property Management Plan to the Department of Finance communicating the disposition of the properties currently owned by RDA and how those properties would be handled by the City, including the Alamo River property.

A Notice of Completion was filed on December 19, 2013. THG worked on the close-out documents and reimbursement request, however, the reimbursement request was unable to be processed by the State until the transfer of the property to the City of Holtville was complete and a deed restriction is recorded.

After tallying all project invoices incurred to date, it was determined that there was a small amount of grant funds still available. A concrete drinking fountain and three trash receptacles were purchased by the City. THG submitted the First Reimbursement request on March 10th. It was communicated by the State that reimbursement requests could not be processed until the transfer of the property to the City of Holtville was complete and a deed restriction was recorded. City Management continued to handle this with assistance from the City Attorney.

The final invoice and close-out packet was submitted to the State in July. Please note that the final invoice was not be reimbursed until the transfer of the property to the City of Holtville was complete and a deed restriction was recorded. The transfer was still pending as of June 30th. City Management continues to handle this with assistance from the City Attorney. The City paid the final July invoice in September, thus allowing submission for final reimbursement to the State along with the Close-Out Packet. A Close-Out packet was officially submitted to the State on September 30, 2014.

A total of \$193,000 was pending reimbursement from the State as of December 30th. The City cannot be reimbursed until the transfer of the property from RDA to the City of Holtville is complete and a deed restriction is recorded. The transfer was still pending as of September 30th. City Management will continue to handle this with assistance from the City Attorney. A reminder email was sent to City Management/City Attorney on December 22nd, 2014 and staff forwarded a status update to the State in early January.

On February 25, 2015, a HCF Status Report was submitted to the Office of Grants and Local Services reporting that 100% of the project was completed as of September 2014, with total grant funds in the amount of \$193,700.00, and that the project was within budget and scope. The deed transfer was still pending. City Manager Wells indicated in January that the Department of Finance was reviewing the City submittals. As of June 30, 2015, there were no updates to be made.

As of September 30, 2015, there were no updates on grant progress, however, at the request of the City Manager, The Holt Group prepared Redevelopment Agency Land Profiles for submission to the Department of Finance in support of the land transfer.

City Manager Nick Wells continued to work on Supplemental information for all the properties during the month of December with a successful outcome for the Habitat Conservation Fund project area. Subsequently, the City Planner forwarded restrictive

language to be used for the Grant Deeds in compliance with the State requirements. As soon as the Deeds are filed by the City Attorney, a copy would be sent to the State and the funds may be drawn.

The City Planner followed up with Steve Walker on January to provide Deed restriction language and again in February to check on status. As of March 31, 2016 the transfer and Deed Restriction were still pending. The final draw, therefore, has not been able to be initiated.

The last follow up with City Management and Legal Counsel regarding status of land transfer was made on May 30, 2016, at which time the transfer and Deed Restriction was still pending. On June, 3, 2016, at the request of Mr. Steve Walker, a legal description and plat map that had been prepared back in 2013 by The Holt Group, were forwarded to his attention for the purpose of completing this task.

The recorded deed was received from the City Attorney on July 7, 2016 and forwarded to the State. The State has reviewed the close-out packet and found all the information in order. It is expected that the final reimbursement in the amount of \$193,700 will be issued to the City no later than November 2016.

5. **Walnut Avenue South Improvements – RSTP Grant (591,000.00)** – As of January 3, 2012 this project was a fully designed project under ARRA II that remained unfunded. Funding was available under RSTP for fiscal year 2012-2013. The required application had to be submitted no later than February 24, 2012. This roadway section consisted of a 3 foot wide A.C. pavement section. The length of this street section was 2,750 feet: from Fourth Street to First Street. The street segment was in poor condition and exhibited areas of street failure due to the heavy truck traffic. Proposed improvements from Fourth to First Street line consisted of cold planing (grinding) the existing A.C. pavement 2 inches in depth with the existing cracks to be crack sealed. A stress absorbing membrane interlayer (SAMI) would be placed over the existing A.C. pavement after cold planing and crack sealing were completed to impede reflective cracking through the new A.C. pavement overlay. After SAMI is placed, a new 4 inch A.C. pavement overlay would be installed along the length of Walnut Avenue. It was also proposed to widen Walnut Avenue from the current 35 feet width to 50 feet in width, its designed capacity, to align with the newly improved Walnut Avenue Street section which was located north of Fourth Street. Curb, Gutter and Sidewalk along the Westside would also be needed but not currently into the design and may be an additional \$5,000 to design to grade. Also, a new 2-inch by 6-inch treated board was installed along the pavement edge of all other areas for support. Total project costs was estimated to be \$591,000.00 and an additional \$10,000 - \$15,000 for the additional sidewalk if preferred.

An RSTP application was submitted on February 24, 2012 requesting \$591,000.00 in funding identifying the Walnut Avenue Project as second priority. ICTC announced that projects would be selected for funding by a scoring process. Each agency that had applications submitted had a representative to form part of the quorum that would be scoring the project applications. Holtville's City Manager attended the scoring process on April 12, 2012. The Walnut Avenue South Improvements project scored high enough and was awarded 82% of the funds requested in the total amount of \$498,000 to be programmed in the 15-16 fiscal year. It was requested by City Management to decrease the scope of work for the Walnut Avenue Improvements project to be within budget of the amount.

Environmental documents and a Federal ID Packet were prepared and submitted to Caltrans on April 10, 2015 with a finance number assigned on April 23, 2015. Administration staff was in the process of clearing right-of-way issues and has contacted all utility agencies. It is anticipated that a Caltrans ROW Certification would be obtained no later than August 2015. A ROW Certification packet was completed and submitted

to Caltrans on July 30, 2015. The packet included documentation on all utilities in the project area from the City of Holtville, AT&T, Time Warner Cable, SoCal Gas, IID Power, and IID Water. The packet included information on utilities that would be relocated, including: 11 power poles by IID Power (at no cost to the City), and a City owned water valve which would be included as a construction bid item. IID Water initially claimed that the project would require an IID Water encroachment permit due to the project encroaching on the Pear City Ditch Canal. However, after more detailed research into the matter, it was determined the project would not encroach on IID Water facilities. Once this was cleared and a new utility claim letter was submitted by IID Water, a Right of Way certification was issued by Caltrans on September 17, 2015. An approval to advertise was planned to be presented to City Council in late October or early November, but delayed. The City Manager would need to also concurrently procure construction engineering services during the same timeframe following E-76 approval.

On November 18, 2015, the Request for Authorization to Proceed with Construction packet was submitted electronically and via mail to Caltrans. The E-76 Authorizing the City to Proceed had not been received from Caltrans as of December 2015. Caltrans had not initiated a review of the packet due to backlog.

Caltrans reviewed the packet in January and on January 27, 2016, the E-76 Authorizing the City to Proceed with Construction was issued by District 11. The E-76 authorized a total project cost of \$562,295, with \$497,799 of federal funds. At a City Council meeting on February 8, 2016, the City Engineer was authorized to advertise for Construction services. The advertisement was published on Friday February 12th and 19th with the bid opening on March 22, 2016. A pre-bid conference was held on February 26, 2016 at Holtville City Hall. Three (3) construction bids were received from Granite Construction, Hazard Construction, and Hal Hays Construction. The lowest construction bid was received from Hal Hays Construction for \$486,684. The City Manager also procured services for construction management. Award of contracts will be considered by City Council at the April 11th meeting.

On April 11, 2016 Construction Contract was awarded via Resolution 16-13 to Hal Hayes Construction at \$486,684 and to Athalye Consulting Engineering via Resolution 16-12 for construction management services at \$65,904. Although Athalye was not the lowest bid received, it was determined by the panelists to be the most professional and responsive bid. The pre-construction conference was held on May 26th with Fumi Galvan of The Holt Group, Inc. providing technical assistance. In the interim, The Holt Group planning staff has prepared the Award Packet documentation to Caltrans in order to facilitate future fund draws and reimbursements. The complete packet was received by Caltrans on May 30, 2016.

Although the packet was received by Caltrans, it was unable to be processed because according to their records, the City had not executed the Supplemental Agreement that had been forwarded to management in March 2016. The Holt Group requested that an additional copy be sent and be properly addressed to Mr. Nick Wells.

Construction did initiate in June. The City Engineer had to call a meeting with the Athalye Construction Management team given that there was reported absence of their presence at the project site, thus daily reporting was not taking place as required under the contract terms. The issue appears to be resolved. The City Manager was also informed that Athalye had been bought out by another company. The City attorney is reviewing the request for new contract issuance. Once that determination is made, the necessary paperwork to be coordinated with Caltrans will need to be determined.

The project construction was reported as complete on August 22, 2106. As of September 30, 2016 a recorded Notice of Completion was still pending to be received as well as the final invoice from Hal Hays Construction. Additionally, there were numerous Caltrans report documents requested from Athalye that are still pending to

be submitted for preparation of close-out packet. Final reimbursement to the City of Holtville from Caltrans is contingent upon the submittal of these documents and we anticipate a full close-out packet will be ready by the end of October 2016.

The City of Holtville was also notified that the Federal Highway Administration, Washington DC Office, will be auditing this project. Athalye Engineering has been made aware and been provided again with the list of documentation and organizational request from the regulating agencies including Labor Compliance Reports.

6. SR 115/5th Street STIP Program Phase II Project - North side (\$157,320 \$314,626)-

It was communicated in February by ICTC and Caltrans that new STIP funds had become available that could be used to complete the north side of the SR 115/5th Street project. Directive was provided by City management to pursue these STIP funds for a phase II project. ICTC provided directive for the submittal of Project Programming Request and an Allocation Request packet through Caltrans. The Allocation Request packet was submitted to Caltrans on March 24th.

Subsequent to the Allocation Request, City staff updated and satisfied the standard certification packets as follows: 1) Preliminary Environmental Study for Environmental Clearance and Categorical Exclusion determination; 2) a Right-of-way certification packet; and 3) an Authorization for Construction packet. A Preliminary Environmental Study (PES) was updated and re-submitted to Caltrans on March 27th. On March 28th, THG submitted Exhibit 13-A Short Form ROW Certification to Caltrans with required utility exhibits. THG was also in the process of completing the Request for Authorization for Construction packet. Environmental clearance and ROW certification were pending as of March 31st. The City received Environmental clearance on April 16th and ROW certification on April 17th. Environmental documents were also submitted directly to CTC on May 27th per Caltrans directive.

It was communicated in June by ICTC that STIP funds would not be available for the project at a local level and the project did not make it to the CTC agenda. Subsequently, ICTC communicated that there were unused CMAQ funds that would be allocated to the project for the 13/14 FY. ICTC issued a concurrence letter to Caltrans in July communicating allocation of project funds. An updated RFA for Construction packet was submitted in July reflecting new funding source. Per ICTC, the allocation by CTC was scheduled to occur in July under an administrative modification.

The City was approached by Mr. Luis Medina of Caltrans to request twice the funding based on the amount of funds that had been returned to the region from other projects that had lost their obligations. The Holt Group Submitted a revised allocation packet on July 18, 2014 with the intent of adding scope modifications at a later date, including the installation of the bus shelter as planned and designed by the City. The funds were successfully allocated and a total of \$314,625 in grant funding was issued to the City per the E-76 which authorized the City to proceed with construction. Staff's intentions are to modify the project scope to include the bus shelter with the additional funds allocated. This will entail a revalidation of the environmental documents and a recertification of the right-of-way documents. The Holt Group has already initiated these actions and clearance is anticipated by the end of October so that the bids can include the added scope of work. We anticipate bringing this project back to City Council for action no later than November.

Environmental clearance and re-validation was still pending as of the end of December. The existing location of an AT&T utility pole caused additional review by Caltrans Environmental. On December 4, 2014, Sandi Marks of AT&T submitted a Claim Form which claimed that two AT&T cable poles in the project scope required relocation with 100% of the costs charged to the City. However, it was communicated to AT&T in an e-mail on December 18, 2014 that the City has senior rights over the street and that utility

relocation should be an AT&T responsibility. This required a resubmittal of the AT&T Claim Form which was approved on January 6th. These changes should enable staff to obtain ROW clearance in January.

On February 5, 2015, Chris Cortez of Time Warner Cable submitted a Claim Form which claimed that Overhead lines in the project scope required relocation, with Time Warner Cable covering 100% of the relocation costs. On February 12, 2015, Joel Perez of the Imperial Irrigation District submitted a Claim Form which claimed that IID had Overhead Power lines in the project scope which would not require relocation. With all necessary claim forms submitted, The Holt Group completed the Right-of-Way Re-Certification packet and submitted to Caltrans on February 10th, 2015. On February 17th, 2015, Bruce Berlau, the Local Program Coordinator from Caltrans approved the right of way certification.

The project was advertised for construction services on February 25, 2015, with a bid opening of March 31st, 2015. The bid results were Pyramid Construction submitting a bid of \$228,733.25 and Granite Construction submitting a bid of \$329,309.00. Consequently, City Management issued an RFP for construction management services on March 18, 2015 and proposals are anticipated in April.

Due to unforeseen delays, the lapse of time between E-76 issuance and an initial reimbursement draw was over a six month period and placed the project at risk of de-obligation. Strategically it was determined to submit a reimbursement for the bid advertisement which is unusually and typically not authorized due to size of reimbursement, however a special concession was made by Caltrans. On March 16, 2015, Reimbursement Request #1 was submitted to Caltrans in the amount of \$1,863.68. Reimbursement Request #1 included a February 24, 2015 IV Press Advertising Invoice for construction services. Reimbursement #1, in the amount of \$1,863.68, was received by the City on April 16, 2015.

The City issued a Request for Proposal for Construction Management services on April 17, 2015 with proposals due on May 18, 2015. Two bids for Construction Management services were received on May 18, by Dynamic Consulting Engineering (\$57,165) and Development Design and Engineering (\$41,890). Due to only two (2) bids being received, which falls short of the required three (3), and the lack of adequate publication (web-site or newspaper), it was determined that the process did not meet the minimum requirements established by Caltrans and the City Manager has gone out to bid again.

Proposals for Construction Management services were re-submitted to the City on June 15, 2015. Four (4) firms submitted a proposal: Development Design & Engineering (\$47,335), Athalye Consulting Engineering (\$50,819.84), Dynamic Consulting Engineers (\$55,770), and Hill International (\$73,867.50), with Development Design & Engineering being the low bidder. On July 27, 2015, the City awarded the Construction contract to Pyramid Construction for construction services in the amount of \$228,733.25 and the Construction Management contract to Development Design & Engineering for Construction Management services in the amount for \$47,335. The Pyramid Construction contract included QAP services to be performed by Kleinfelder and the Development Design & Engineering contract included QAP services to be performed by Sierra Materials Testing and Inspection. CM services exceed allowable percentage by 5.69%, and thus a special exemption was required.

An Award Packet was submitted to Caltrans on October 1st, 2015. Reimbursement Request #2, for construction management in the amount of \$3,050.00, was submitted on October 1st, 2015, as well, since the project was at risk of de-obligation due to lapse of time between reimbursement requests.

On October 22, 2015, Anh-Vu of Caltrans communicated to City Staff that Caltrans had questions regarding increase in scope for Award Packet. Justina Arce responded via e-

mail that the increase in scope was due to the addition of a bus shelter, which was previously approved by Caltrans thus clearing changes in cost.

DD&E had some difficulty obtaining a double rider permit from Caltrans and construction didn't initiate as of the end of December 2015. Pyramid Construction was still working on material submittals and construction was expected to initiate on February 1, 2016. Construction did not initiate in during the first quarter as previously expected. A meeting was scheduled with Caltrans on March 30, 2016 to try to resolve the ongoing issues.

On April 22, 2016, Reimbursement Request #3 was submitted in the amount of \$2,151.27 for construction management services in order to prevent de-obligation since the project had not seen any construction progress. DD&E had originally suspended a performance clause in August of 2015 which was revoked in April 27, 2017 with directive to Pyramid Construction to resume activities no later than June 6, 2016.

The City Engineer was asked to coordinate a special meeting with Caltrans in June to resolve the delays. A meeting was held with Shawn Rizzutto of Caltrans on June 13, 2016. Mr. Rizzutto made some recommendations regarding the last pending submittal issue (according to the Contractor and the DDE resident engineer at the meeting). At the meeting Shawn reminded the project team that previously submitted submittals need to be rechecked to make sure they are still valid (as it's been a year since we started the process).

As of June 29, 2016 there were still submittal issues (some of the submittals approved last year had expired). Pyramid Construction is still subject to the re-start date of June 6, 2016. The agreed construction ending date is August 4, 2016 and if they are not done by then, they are subject to Liquidated Damages. On June 29, 2016 the third invoice from DD&E was received for construction management services in the amount of \$4,450.00. As of the end of June, construction had not yet been initiated.

All Caltrans submittals were finally cleared and construction resumed August 17, 2016. The pre-construction conference was held and it was noted that the labor compliance officer was not present and that updates to previously issued prevailing wage determinations had not been provided. The fourth invoice from DD&E in the amount of \$2,650 was submitted. It is anticipated that a funds draw to Caltrans will be submitted in early October.

7. **RSTP 6th Street Call for Projects 2015 (\$584,000)** — The Regional Surface Transportation Program (RSTP) 2015 Call for Projects was opened on August 1st, 2015. After a review of which streets in Holtville were in need of improvements and would have a strong score in the application, it was determined by City Council, at the September 14, 2015 City Council meeting, to submit two applications for the RSTP program. The RSTP Project Application with priority #2 was for 6th Street Pavement Improvements between Holt and Melon Avenue in the grant amount of \$584,000. The applications were to be scored in October.

On October 28, 2015, a meeting was held at ICTC offices to review RSTP by all agencies and allocate funds to the projects. The City of Holtville's RSTP Project received a high score and was chosen to receive funding in Fiscal Year 16/17 strictly based on scoring. Virginia Mendoza of ICTC shared the project scores for all RSTP projects. The City of Holtville received the 3rd highest scores for the 6th Street project, out of 16 RSTP applications. Virginia Mendoza of ICTC reported that the projects would be submitted for approval by ICTC in the April 26, 2016 formal amendment. Planning Staff will initiate environmental and right-of-way documentation during the second quarter of 2016.

It was documented at the May 26, 2016 ICTC TAC meeting that 6th Street had been programmed correctly for the 16/17 Fiscal year. Planning Staff has initiated development

of the Preliminary Environmental Study to submit to Caltrans as soon as the FHWA approval comes through. The design is not funded with Federal monies, but rather LTA. The City Manager will need to procure preparation of the plan sheets and specification to ensure design is completed before the end of calendar year 2016. It is anticipated the procurement will be solicited in July.

The Federal Aide Assignment Packet was submitted to Caltrans on July 19, 2016. The City Manager was under procurement process on August 19, 2016 and action was taken to Council on September 12, 2016 Dynamic Engineer was awarded the design contract. In the interim, environmental documentation was completed by The Holt Group in July and submitted on the 18th. Caltrans certified the Categorical Exemption on August 12, 2016. The Holt Group subsequently moved forward in securing documents for right-of-way clearance. It is anticipated that a ROW Certification Packet will be submitted to Caltrans in October 2016.

8. **9th Street Phase III RSTP/CMAQ Call for Projects 2015 (\$559,000)** — The Regional Surface Transportation Program (RSTP) and Congestion Mitigation and Air Quality Improvement Program 2015 Call for Projects was opened on August 1st, 2015. After a review of which streets in Holtville were in need of improvements and would have a strong score in the application, it was determined by City Council, at the September 14, 2015 City Council meeting, to submit two applications for 9th Street, one under the RSTP program and one for CMAQ along with a corresponding match commitment. The RSTP Project Application with priority #1 was for 9th Street Phase III Pavement Improvements and Utility Underground from Palm to Olive Avenue in the grant amount of \$432,000. The CMAQ Application submitted for 9th Street was complimentary for Sidewalk Installation from Palm to Olive Avenues in the amount of \$127,000. Both applications were submitted on September 23, 2015. The applications were to be scored in October.

On October 22, 2015, a meeting was held at ICTC offices to review 19 CMAQ applications submitted by all agencies and allocate funds to the projects. The City of Holtville's CMAQ Sidewalk Project received a very high score and was chosen to receive funding in Fiscal Year 16/17, in the full amount requested for CMAQ funding (\$127,000). The October 22 meeting only covered CMAQ projects, and it was determined that a meeting on November 19, 2015 would allocate funds for RSTP projects as well as formally accept allocated projects.

On October 28, 2015, Virginia Mendoza of ICTC shared the project scores for all RSTP projects. The City of Holtville received the 2nd highest scores for the 9th Street project, out of 16 applications. On November 19, 2015, a meeting was held at ICTC offices to allocate funding for RSTP projects. Both of the City's applications were successful in receiving funding.

On January 26, 2016, programming sheets were submitted to ICTC to request the combination of the RSTP and CMAQ project into one federal aid project, instead of two separate projects. Virginia Mendoza of ICTC reported that the projects would be submitted for approval by ICTC in the April 26, 2016 formal amendment. Planning Staff will initiate environmental documentation during the second quarter of 2016.

Since the programmed funds are for right-of-way and construction, it is essential that the City have the project designed by September 2016 in order to meet the upcoming Caltrans deadlines. It was documented at the May 26, 2016 ICTC TAC meeting that 9th Street had been programmed correctly for the 16/17 Fiscal year. Environmental and ROW Clearance will be initiated during the 3rd quarter, however, ROW Certification is unable to be obtained absent design plans. The City Engineer assisted in drafting of the scope of work and it is anticipated the procurement will be solicited in early July.

The Federal Aide Assignment Packet was submitted to Caltrans on July 26, 2016. The City Manager completed the procurement process in July 15, 2016 and action was

taken to Council on August 8, 2016 and awarded to DD&E. In the interim, environmental documentation was completed by The Holt Group in July and submitted on the 26th. Copies of some of the existing environmental studies were requested and submitted on August 3, 2016. Caltrans certified the Categorical Exemption on September 12, 2016.

The Holt Group subsequently moved forward in securing documents for the Request for Authorization to Proceed with the ROW Phase given that this project was allocated ROW Funds for the undergrounding of the lateral and relocation of utility water and sewer pipelines. That packet was submitted to Caltrans on September 29, 2016.

9. State Water Board DWSRF Application for Water Tank & System Improvements- The City of Holtville has been experiencing Trihalomethane (TTHM) violations in the Water Treatment Plant since the second quarter of 2013. The existing 2.4 MG Water Storage Tank located on 4th Street was installed in 2010 and has been experiencing some corrosion caused by a high chlorine concentration. The Holtville Water Treatment plant is unable to comply with California Division of Drinking Water (DDW) requirements without an addition to the water treatment processes. Additionally, the electrical panel requires some modifications/improvements. Funding sources to clean the tank, install a Trihalomethane Removal System (TRS), and modify/improve the electrical panel were examined and the Drinking Water State Revolving Fund was a viable option for the City.

At a City Council meeting on February 22, 2016, City Council adopted Resolution 16-04 and Resolution 16-06 authorizing Submission of a Financial Assistance Application and approving a Reimbursement Agreement to the State Water Resources Control Board for the Water Tank & System Improvement Project for costs incurred. The application consists of four independent packages as noted below along with their progress:

- **General Application Packet-** The General Application Packet consisted of project summaries, general budget and schedules along with managerial information and site control data. The General Packet was submitted to the State on February 23, 2016.
- **Environmental Packet-** The Environmental Packet consisted of CEQA documents, and evaluations for Federal Environmental Coordination including but not limited to Clean Air Act, Endangered Species, Environmental Justice, Flood Plain Management, National Historic Preservation Act, Migratory Bird Treaty Act, Protected Wetlands, and Clean Water Act, along with their respective back-up and/or calculations. A Sacred Lands Request was submitted to the Native American Heritage Commission on January 26, 2016, and a response of no sacred lands was received on January 29, 2016, along with a list of Tribal Representatives to be contacted about the project. An Initial Tribal Consultation was delivered to these Tribal Representatives on February 1, 2016, with information on the project and an invitation to comment on behalf of their respective tribe. The Environmental Packet was submitted to the State on March 7, 2016.
- **Technical Packet-** The Technical Packet consists of several technical forms, water conservation documentation and water management procedures. Also required was the preparation of a Preliminary Engineering Report (including Maps of existing and proposed improvements, detailed estimates, detailed project schedule and compliance information). Under the Technical & Managerial Form the following back-up was required: Water System & Service Area Map, Operator Certifications, Water Conservation Efforts, Water Supply commitments, Identification of Potential Contaminants, Water Plans, Operations Plan, Training Plan, Emergency Response Plan and Management Policies, including a Financial Policy. Due to the absence of a Financial Policy a sample

was drafted for management review. Additionally, City Management had to develop a 5 year CIP Program to be used for Projections and include a discussion on proposed Rate Increase (dependent on rate study) and Prop 218 compliance procedures. This packet was 90% complete as of March 31, 2016. As of March 31, 2016 the 5 Year CIP and Financial Policy are pending review and approval by the City Manager and the Bid Packet is pending completion by the City Engineer. Approval of CIP and corresponding five year projects were still pending review and approval by City Management as of June 30, 2016. The Bid Packet was also pending completion. *This packet was 95% as September 30, 2016.*

- **Financial Packet**-The Financial Packet consists of information associated with the water rates and revenue and expenditure projections including existing debt and reserves. This packet will be contingent upon a rate study. Once the study is initiated by the City Manager and adopted by City Council, it may be necessary for City Council to pledge revenues to any potential new debt not covered by the DWSRF grant. It is anticipated that this packet will not be completed until May 2016. As of June 30, 2016, the CIP, Corresponding 5 Year Projections, and Rate Study were still pending review and approval by the City Manager. *As of the end of September, a determination on the rate study had not been reached and thus the pending financial documents are unable to be completed.*
- **Technical Assistance Request**-The Holt Group Inc submitted a Technical Assistance request to the DWSRF Program on May 26th for a Rate Study through DWSRF resources. The request was processed and contact was initiated by Georgette Lynch of the California Rural Water Association. The CRWA Team requested a number of reports and data of the City's water system which was coordinated by The Holt Group, Inc. The draft results were forwarded to the City Manager on June 22, 2016 for his review and comment.

10. United States Bureau of Reclamation Holtville Wetlands Grant (\$3,000,000)- The Holtville-Alamo River Wetlands Project (Project) has been a long-time collaboration among the City of Holtville, the Imperial Irrigation District (IID), the County of Imperial, the Salton Sea Authority (SSA), the local wildlife conservation group Desert Wildlife Unlimited (501.3c), and Reclamation. In the early 2000's, Reclamation deeded 15 acres to the City of Holtville, IID deeded 16 acres, and the City of Holtville added the remaining acres for the 57.71 acre Project site. All engineering, environmental analysis, permitting, and other work was completed by 2006 in anticipation of construction funding, which did not come to fruition with the nation's economic downturn.

In February 2016, the City of Holtville was apprised of a potential funding opportunity and on March 2nd a Stakeholder meeting was held at Holtville City Hall with IID, Wildlife Unlimited, Ms. Valerie Simon, BOR Staff/Salton Sea Manager. Subsequently the team worked together to put in a proposal for full allocation of the grant funds. On March 23rd, Ms. Simon informed the project team that the project met the criteria as a non-competitive grant and a fully executed contract is anticipated by June of 2016.

During the month of March and April, The Holt Group, Inc was contact for coordination of the following: 1) Capacity of City for Grant Management, 2)Refinement of scope of work and stakeholders, 3) status of 401 Certification, 404 Permits, Streambed Alteration Agreement with DF&W, 3) Project Milestones and Construction Schedule, 4) Status and Mitigation for Cultural and Environmental Impacts, 5) Refinement of Budget and Final Cost Estimates. On May 26, 2016, it was determined by BOR staff that the State would need to work directly with City Manager Nick Wells for remaining documentation.

During the month of July and August, The Holt Group, Inc was contacted for coordination of the following: Wetlands Construction Cost Comparison Estimates, Roadway Improvement Cost comparisons, Authorization Staff Report & Authorization Resolution and a Procurement Policy and Business Plan was requested of City Management. All final documentation was submitted by the Holt Group (absent the policy) and a grant agreement was issued on September 8, 2016. The Procurement Policy remained as a condition of approval which was subsequently adopted by the City Council on September 26, 2016 by Hector Orozco.

11. Community Benefit Program-Wetlands Look-Out Project Application-On April 08, 2016 The Application window for the Community Benefit Program opened. On April 22, the City Manager requested that The Holt Group submit an application to fund for a Look-Out area at the Alamo River Wetlands in order to be able to use the BOR grant as a match. The completed application was forwarded to Nick Wells on April 28, 2016 for review and execution. The final packet was submitted to the County on May 2, 2016. The Public Benefit Program Review Committee presented a recommendation for funding to the County Board of Supervisor under which it was recommended that the City of Holtville be awarded \$20,000. The City will need to determine whether to make use of the funds since the estimated cost of the look-out is \$84,000. Imperial County will be asking the City to enter into an agreement, thus direction should be provided to management as to whether the City should commit the remaining costs (estimated at \$64,000) from General Fund/Park Funds.

The City of Holtville received an approval notification of \$20,000 on September 15, 2016. Since the funds are a fraction of what is needed, it is uncertain as to how much of the scope of work can be accomplished. City Management will be considering options. No additional work from The Holt Group is anticipated at this time, and this item will be removed from further reporting.

12. Sustainable Communities Planning Grant-The Sustainable Communities Planning Grant is funded by Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006. The purpose of the grant is to assist the City in meeting the challenges of adopting land use plans and integrating strategies to transform communities and create long term prosperity. The City was awarded \$248,836 (after minor State adjustment) for the General Plan and Service Area Plan Update and related services.

Procurement for professional services was authorized by City Council on February 9, 2015 and RFP's were issued on March 20, 2015. Grant Administration Services were awarded to California Consultants. Two bids were received on June 25, 2015 from Michael Baker International and from Ricki Engineering Company for development of the General Plan and Service Area Plan. Contract for professional services was awarded to Michael Baker International. via Resolution 15-22 on August 24, 2015.

As of the end of April, there had been no State Reporting completed, nor had any invoices been prepared and or process. The Holt Group, Inc. has been asked by City Management to assist with some of the administration tasks. Subsequently, The Holt Group, Inc followed up with Baker International regarding invoicing status and coordinated invoices consistent with the awarded contract for services. On May 9, 2016 Michael Baker International submitted the first set of invoices and Reimbursement Request Number 1 was forwarded to the State on June 9th. Howard Blackson is attempting to coordinate the next public workshop with the City Manager for the month of July.

The public presentation and Workshop was held before the City Council on September 9, 2016. One of the Michael Baker International staff members had gone out on maternity leave and it appears the Housing Element was never sent to HCD nor were the final zoning amendments forwarded to the City as originally projected. During the month of September, additional follow-up questions were made and the final zoning amendments were issued to the City for processing and adoption. The final Housing Element had not been completed as of September 30, 2016 but was pending only minor edits. It is anticipated that the Housing Element will circulate in early October and that the proposed amendments will be considered by the Planning Commission and City Council during October as well.

As a related item, the City will need to make several textual amendments and adoption of a density bonus ordinance in order to be in compliance with State Law and in consistency with the adopted Housing Element policies. A public hearing has been scheduled before the Planning Commission for October action.

Please note that the aforementioned grants entail grant reporting and grant administration of which The Holt Group has been delegated at some level. This is not to say that The Holt Group is the Project Manager for all of the aforementioned grant funded projects. The construction management firm and/or resident engineer for each respective construction project is in essence the Project Manager and reports directly to the City Manager.