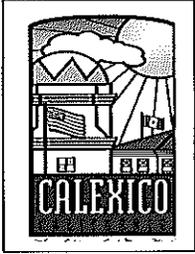


**AGENDA
ITEM**

13



AGENDA STAFF REPORT

DATE: October 7, 2014

TO: Mayor and City Council

APPROVED BY: Richard N. Warne, Interim City Manager *RNW*

PREPARED BY: Nick Fenley, Public Works Manager *Nick Fenley*

SUBJECT: Authorize the City Manager to Sign Agreement of Professional Services with AE Consulting, Inc. for Construction Management and Inspection Services for the Calexico International Airport Runway Pavement Rehabilitation Project AIP: 3-06-0034-16-2014

=====

Recommendation:

Authorize the City Manager to sign agreement of professional services with AE Consulting, Inc. for construction management and inspection services for the Calexico International Airport Runway Pavement Rehabilitation Project AIP: 3-06-0034-16-2014

Background:

On October 9, 2013, the Public Works Department requested Statements of Interest and Qualifications (RFSOQ) from Airport Engineering Consultants for the Calexico International Airport. The deadline for submittals was October 30, 2013, and the City Clerk's Office received only one (1) SOQ from AE Consulting, Inc. On December 3, 2013, the City Council of the City of Calexico selected AE Consulting, Inc. to assist the City in the preparation of the plans and spec's and during the bid process of the Calexico International Airport Runway Pavement Rehabilitation Project.

Discussion & Analysis:

On October 7, 2014, Public Works staff will be recommending to City Council to award the construction phase of said project to the lowest bidder. Once the construction agreement is fully executed and said project is ready to begin construction the Public Works Department will need assistance from an Airport engineer consultant to provide construction management and inspection services. For this reason, Public Works staff is requesting City Council authorization to authorize the City Manager to sign an agreement of professional

**AGENDA
ITEM
13**

services with AE Consulting, Inc. for construction management and inspection services for the Calexico International Airport Runway Pavement Rehabilitation Project. Please note that AE Consulting, Inc. has years of experience working in airport projects as well as working for the City of Calexico. In addition, AE Consulting, Inc. is very knowledgeable in Federal Aviation Administration (FAA) rules and regulations

Fiscal Impact:

FAA Grant	\$279,891.00
State Grant	\$15,549.50
City Match	<u>\$15,549.50</u>
Total	\$310,990.00

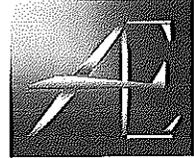
Coordinated With:

Federal Aviation Administration (FAA) and AE Consulting, Inc.

Attachment:

1. AE Consulting, Inc. Proposal dated August 15, 2014
2. AE Consulting, Inc. Agreement for Professional Services

AE Consulting, Inc.
AIRPORT ENGINEERING



143 Yorba St,
Tustin, CA 92780

(714) 573-0214 Tel
(714) 573-1214 Fax

August 15, 2014

Mr. Nick Servin, P.E.
Public Works Director/City Engineer
City of Calexico, Public Works and Engineering Department
608 Heber Avenue
Calexico, CA 92231

Subject: **Calexico International Airport
AIP 2-06-0034-16-2014 Runway Pavement Rehabilitation
Construction Management Services Proposal**

Dear Mr. Servin:

AE Consulting, Inc (AE) is pleased to submit this scope and fee proposal to provide construction management and inspection services for the Runway Pavement Rehabilitation Project. These services are organized into three main components: (1) Bid Phase Services; (2) Construction Phase Services; and (3) Post Construction Phase Services, and are described in more detail below.

Scope of Services

Bid Phase. During the Bid Phase AE will prepare for and attend the pre-bid meeting during which AE will present the project key components to bidders and answer any questions. During the bid period AE will respond to bidders questions as submitted to the City and for inclusion in addenda as needed. AE will assist the City with the preparation of Addenda accordingly. AE will review the bids and make recommendation to the City, drafting a letter to the FAA accordingly. AE will coordinate with the FAA and the City throughout the bid phase and to secure the FAA grant.

Construction Phase. After the City has accepted the FAA grant offer and the FAA approved the Contract award, AE will coordinate directly with the Contractor on behalf of the City. AE will schedule and run the pre-construction meeting and prepare minutes. AE will review and approve all Contractor technical submittals, respond to requests for information, substitution requests, negotiate any change orders and make recommendations to the City accordingly. AE will run weekly construction progress meetings held at the site between the Contractor, the City and AE, and prepare and issue the meeting minutes. AE will provide construction inspection as needed and will coordinate with the City and the City's inspector in this regard. AE will also conduct field inspections with each scheduled weekly meeting. AE will review contractor quality control procedures and results as well as contractor staking cut sheets. AE will prepare weekly

construction progress reports for submittal to the FAA using FAA form 5370 and will coordinate any change orders with the FAA and the City. Through the services of a material sampling and testing firm, AE will schedule and provide the necessary material sampling and testing and will issue notices of non-compliance to the Contractor for any failing tests or any other observations that do not meet the intent of the plans and specifications. AE will prepare a punch list and conduct the final inspection for Project Acceptance. AE will coordinate with the City for all City needed action items such as change order approvals, upload to the State SMAART system, NOIs, etc.

Post Construction Phase. AE will prepare the necessary close-out documents and review and approve final payment to the Contractor. AE will prepare and deliver a complete signed set of record drawings on mylar to the City. Finally AE will compile all test results, construction progress meeting minutes, and construction reports and prepare a summary of such in the Final Engineer's Report per FAA requirements.

Compensation

AE will provide these services for the lump sum fee of \$310,990. A detailed breakdown of this fee is attached. If the City elects to provide the full-time construction inspector, this fee will be reduced to \$236,990.

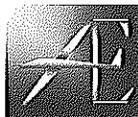
We look forward to working with you on this important project. If you have any questions about this proposal please do not hesitate to give me a call.

Sincerely,
AE Consulting, Inc.



Peter D. Bonello, P.E.
Principal Civil Engineer

Attachment: Fee Breakdown



CALEXICO INTERNATIONAL AIRPORT
 RUNWAY PAVEMENT REHABILITATION
 CONSTRUCTION MANAGEMENT FEE BREAKDOWN

Task Description	PM/PE	CE	INSP	Des	Adm	ODCs	Subtotal	Phase
	Hourly Rates: \$ 165	\$ 140	\$ 125	\$ 90	\$ 70	\$ 1		Subtotal
1 Bid Phase								
1.01 Pre- Bid Meeting	12					250	\$ 2,230	
1.02 Respond to Bidders Questions	12						\$ 1,980	
1.03 Assist in preparation of Addenda	4						\$ 660	
1.04 Review Bids and Make recommendation	6						\$ 990	
1.05 Coordinate with FAA and City	4						\$ 660	
								\$ 6,520
2 Construction Phase (110 days pre-construction - 90 days construction)								
2.01 Project Management	80		40			1	\$ 18,270	
2.02 Prepare, Run, Follow-up Pre-Con	24		8			1 250	\$ 5,280	
2.03 Review and Approve Contractor Pay Requests	70					8	\$ 12,110	
2.04 Review Contractor Submittals	100	24				8 200	\$ 20,620	
2.05 Change Order Preparation	13						\$ 2,345	
2.06 Design Bulletins	12	12		24			\$ 5,870	
2.07 Respond to RFIs/Substitution Requests	60						\$ 9,900	
2.08 Run Weekly Meetings & Prepare Minutes (13)	156					3250	\$ 28,990	
2.09 Construction Management/Inspection (13 weeks)	52		520			52 6750	\$ 83,970	
2.10 Review Inspector Daily Reports	30						\$ 4,950	
2.11 Review Contractor QC Test Results	30						\$ 4,950	
2.12 Review Contractor Survey Cut Sheets	24						\$ 3,960	
2.13 Final Inspection and Punch List	16		8			2 250	\$ 4,030	
2.14 Final Striping Inspection/Acceptance	12		16				\$ 4,230	
2.15 FAA Weekly Reports (Form 5370)	39						\$ 6,435	
2.16 Testing	26					12 65000	\$ 70,130	
								\$ 286,040
3 Post Construction Phase								
3.01 Prepare Record Drawings	8	12		24		2 500	\$ 5,800	
3.02 Close-Out Documents	12					2	\$ 2,120	
3.03 Final Engineer's Report	36	24				16 90	\$ 10,510	
								\$ 18,430
Project Total	838	72	592	48	104	77040	\$ 310,990	\$ 310,990

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the ____ day of _____, 2014, by and between the City of Calexico ("City") and AE Consulting, Inc. ("Consultant").

RECITALS

- A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and
- B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

AGREEMENT

1. Scope of Services. The Consultant shall furnish the following services in a professional manner. Consultant shall perform the services described on Exhibit A which is attached hereto and incorporated herein by reference. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A, subject to the direction of the City through its staff that it may provide from time to time.
2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is approved by the City. All such work shall be completed no later than December 31, 2016. Time is of the essence for every provision of this agreement that states a time for performance and for every deadline imposed by the City.
3. Compensation. Compensation to be paid to Consultant shall be as set forth in Exhibit B, which is attached hereto and incorporated herein by reference. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.
4. Method of Payment. Consultant shall submit monthly billings to the City describing the work performed during the preceding month. Consultant's bills shall be broken out by the four major tasks described in Exhibit B and shall include the amount earned for each task as a percent complete, the amount previously billed, and the resulting amount due. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.
5. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's

expense, provide such reports, plans, studies, documents and other writings to City upon written request.

6. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.
7. Interest of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by and during this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and
 - b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)
8. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.
 9. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City and its representatives, officers, directors, officials, and employees from and against any claims, direct damages, losses, and expenses (including, but not limited, to reasonable attorneys' fees, court costs, and the costs of appellate proceedings) resulting from or caused by the Consultant's negligent acts, errors, mistakes or omissions wrongful acts or willful misconduct in the performance of services under this Agreement. The Consultant's duty to hold harmless and indemnify the City shall arise in connection with any claim, direct damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to any person, or impairment or destruction of property, including loss of use resulting therefrom, caused by any negligent

act, error, mistake, or omission wrongful act or willful misconduct in the performance of the Consultant's services under this Agreement, including those by any person for whose negligent acts, errors, mistakes, or omissions wrongful act or willful misconduct Consultant may legally be liable. The amount and type of insurance coverage requirements set forth in this Agreement shall not limit the scope of the indemnity in this Paragraph 9.

- (b) Liability of Subconsultants. It shall be the responsibility of the Consultant, to assure through contractual agreement that any independent contractor, subcontractor, or subconsultant utilized by the Consultant, shall save and hold harmless the Consultant, the City, and any of their respective representatives, officers, directors, officials, and employee who may be obligated to pay be reason of any liability imposed upon any of the above for damages arising out of, resulting from, or caused by, any negligent error, omission, act or willful misconduct of the independent contractor, subcontractor, or subconsultant.

10. Insurance Requirements.

a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City. This provision shall not apply if Consultant has no employees performing work under this Agreement. If the Consultant has no employees for the purposes of this Agreement, Consultant shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto as Exhibit C.

ii. General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

iv. Errors and Omissions Liability. Consultant shall maintain errors and omissions liability insurance for all work performed under this Agreement in an amount of not less than one million dollars (\$1,000,000).

b. Policy Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. The City of Calxico, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.

v. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance and Endorsements. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage

longer period required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

16. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.
17. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.
18. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.
19. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
20. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

21. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF CALEXICO:

CONSULTANT:

Richard N. Warne
Interim City Manager

Peter D. Bonello
P.E.

APPROVED AS TO FORM:

ATTEST:

Jennifer M. Lyon
City Attorney

Gabriela Garcia
Deputy City Clerk

EXHIBIT A

SCOPE OF SERVICES

(proposal dated 08/15/14)

EXHIBIT B

SCHEDULE OF CHARGES

(schedule dated 08/15/14)

EXHIBIT C

CERTIFICATE OF EXEMPTION FROM WORKERS' COMPENSATION INSURANCE

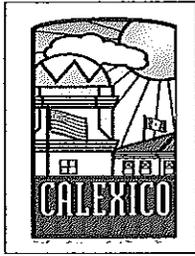
I hereby certify that in the performance of the work for which this Agreement is _____ entered into, I shall not employ any person in any manner so as to become subject to the Workers' Compensation Laws of the State of California.

Executed on this _____ day of _____, 2014, at _____, California.

Consultant

**AGENDA
ITEM**

14



AGENDA STAFF REPORT

DATE: October 7, 2014

TO: Mayor and City Council

APPROVED BY: Richard N. Warne, Interim City Manager *RN*

PREPARED BY: Erica LaCuesta, Executive Assistant *EL*

SUBJECT: Resolution of the City Council of the City of Calexico Authorizing the Interim City Manager to Execute Any and All Necessary Documents to Revert the Former Calexico Courthouse Property to the City of Calexico, Including but not Limited to the Notice to Exercise Power of Termination, the Quit Claim Deed and Certificate of Acceptance.

=====

Recommendation:

Adopt The Resolution of the City Council of the City of Calexico authorizing the Interim City Manager to execute any and all necessary documents to revert the former Calexico Courthouse Property to the City of Calexico, including but not limited to the Notice to Exercise Power of Termination, the Quit Claim Deed and Certificate of Acceptance.

Background:

The former Calexico Courthouse property at 415 Fourth Street was deeded by the City of Calexico to the County of Imperial on November 4, 1964 for the purpose of housing a court facility and county office building in Calexico. When the City of Calexico deeded the former Calexico Courthouse property to the County of Imperial, it was subject to the condition that the property be reverted back to the City at such time that the property was no longer utilized by the County for the agreed upon purpose for a period of one year. The former Calexico Courthouse closed its doors to the public on June 14, 2013.

AGENDA ITEM 14

Discussion & Analysis:

The City Council at their regular meeting of June 17, 2014 authorized the Interim City Manager to exercise the City's right of reversion over the Calexico Court house property. The Adoption of this resolution, filing of The Notice to Exercise Power of Termination, signing of the Quit Claim Deed and Certificate of Acceptance will revert the property to the City of Calexico.

Fiscal Impact:

None

Coordinated With:

City Attorney's office.

Attachments:

- Exhibit 1 – Resolution
- Exhibit 2 - Notice to Exercise Power of Termination
- Exhibit 3 - Quit Claim Deed
- Exhibit 4 - Certificate of Acceptance



Exhibit 1

RESOLUTION NO. 2014-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALEXICO AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS TO REVERT THE FORMER CALEXICO COURTHOUSE PROPERTY TO THE CITY OF CALEXICO INCLUDING BUT NOT LIMITED TO THE NOTICE TO EXERCISE POWER OF TERMINATION, AND CERTIFICATE OF ACCEPTANCE OF QUIT CLAIM DEED.

WHEREAS, the property located at 415 Fourth Street in Calexico, APN : 058-446-002-000, is known as the former Calexico Courthouse property; and

WHEREAS, the former Calexico Courthouse property was deeded by the City of Calexico to the County of Imperial on November 4, 1964 for the purpose of housing a court facility and county office building in Calexico; and

WHEREAS, when the City of Calexico deeded the former Calexico Courthouse property to the County of Imperial, it was subject to the condition that the property be reverted back to the City at such time that the property was no longer utilized by the County for the agreed upon purpose for a period of one year; and

WHEREAS, the County of Imperial transferred the title to the former Calexico Courthouse property to the State of California through the Judicial Council of California, Administrative Office of the Courts by Grant Deed No. 2009-030975 on October 30, 2009; and

WHEREAS, the former Calexico Courthouse closed its doors to the public on June 14, 2013 despite the Calexico City Councils pleas that they remain open; and

WHEREAS, the City of Calexico received notice from the Judicial Council of California, Judicial and Court Administrative Services Division, that the Superior Court of Imperial County will cease all operations at the Calexico Courthouse property as of June 30, 2014; and

WHEREAS, the City Council at their regular meeting of June 17, 2014 authorized the Interim City Manager to exercise the City's right of reversion over the Calexico Courthouse property;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CALEXICO HEREBY RESOLVES AS FOLLOWS:

Section 1. The above-listed recitals are true and correct.

Section 2. The Interim City Manager, or his designee, is authorized to execute any and all documents necessary to revert the Calexico Courthouse property to the City of Calexico, including but not limited to the Notice To Exercise Power Of Termination, and Certificate of Acceptance of Quit Claim Deed.

PASSED, ADOPTED, AND APPROVED by the City Council of the City of Calexico at the regular meeting this 7th day of October, 2014.

JOHN MORENO, MAYOR

ATTEST:

GABRIELA GARCIA, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL) SS.
CITY OF CALEXICO)

I, LOURDES CORDOVA, CITY CLERK OF THE CITY OF CALEXICO, DO HEREBY CERTIFY THAT THE ABOVE FOREGOING RESOLUTION NO. 2014-XX, WAS DULY PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CALEXICO ON THIS 7th DAY OF OCTOBER 2014 BY THE FOLLOWING VOTE TO WIT:

AYES:
NOES:
ABSENT:

GABRIELA GARCIA, CITY CLERK

SEAL

Exhibit 2

WHEN RECORDED MAIL TO:

City of Calexico
608 Heber Avenue
Calexico, CA 92231

EXEMPT FROM RECORDING FEES PURSUANT TO GOV'T. CODE SECTION 27383 AND DOCUMENTARY TRANSFER TAX PURSUANT TO REVENUE AND TAXATION CODE SECTION 11922.

SPACE ABOVE THIS LINE FOR
RECORDER'S USE

NOTICE TO EXERCISE POWER OF TERMINATION	Agency: City of Calexico
APN(S): 058-446-002-000 ; County of Imperial	
<p>This Notice is being given by the CITY OF CALEXICO, a general law city to the Judicial Council of California ("Judicial Council") to Exercise its Power of Termination, pursuant to that certain Quitclaim Deed, dated November 4, 1964, from the City of Calexico to the County of Imperial of that certain real property situated in the City of Calexico, County of Imperial, State of California described as follows:</p> <p style="text-align: center;">THE SOUTH 125 FEET OF THE EAST 150 FEET OF BLOCK 42 OF THE TOWNSITE OF CALEXICO, IN THE CITY OF CALEXICO, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 911 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, A COPY OF SAID MAP BEING ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF IMPERIAL COUNTY. EXCEPTING THEREFROM THE NORTH 12 FEET THEREOF AS CONVEYED TO THE CITY OF CALEXICO BY DEED RECORDED JULY 24, 1970 AS FILE NO. 27, IN BOOK 1296, PAGE 47 OF OFFICIAL RECORDS.</p> <p>The conveyance was made subject to the "condition that said property shall be continuously used as a Court facility and as a County Office Building. In the event that said property is not used for a period of one year, all of the Rights of the Grantee shall terminate and the property shall revert to the City of Calexico, its successor or assigns."</p> <p>On April 7, 2009, the County of Imperial granted the said property to the Judicial Council of California, Administrative Office of the Courts.</p>	

As of July 1, 2014, the Judicial Council, Administrative Office of the Courts has vacated the property, and the Judicial Council has determined it has no need now or in the immediate future for a court facility on said property.

The Judicial Council offered the building to Imperial County for use as a County Office Building as provided for in the conveyance, but the County of Imperial has no interest in using the building.

On June 17, 2014, the City Council of the City of Calexico authorized the City Manager to exercise the City's right of reversion over the Property as provided for in the Grant Deed and by California Civil Code Section 885.050.

On July 29, 2014, the Judicial Council of California adopted California Rules of Court, Rule 10.81 which substitutes all references to the "Administrative Office of the Courts" or "AOC" in contracts, memoranda of understanding, or other legal agreements, documents and proceedings, or transactions to Judicial Council, the Administrative Director, or the Judicial Council staff as appropriate.

The City of Calexico hereby gives notice to the Judicial Council that it will reenter the Premises as of November 1, 2014, and this Notice is intended to comply with Civil Code Section 791 and Civil Code Section 885.050.

The person executing this Notice is duly authorized by the City of Calexico to execute and deliver this Notice to the Judicial Council.

Dated: _____

CITY OF CALEXICO, a general law city

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

Exhibit 3

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

City of Calexico
608 Heber Avenue
Calexico, CA 92231

OFFICIAL STATE BUSINESS – EXEMPT FROM RECORDING FEES PURSUANT TO
GOV'T. CODE SECTION 27383 AND DOCUMENTARY TRANSFER TAX PURSUANT
TO REVENUE AND TAXATION CODE SECTION 11922

**SPACE ABOVE THIS LINE FOR
RECORDER'S USE**

QUITCLAIM DEED	Agency: Judicial Council of California Property: Calexico Courthouse				
APN: 058-446-002-000; County of Imperial					
<p>On July 29, 2014, the Judicial Council of California adopted California Rules of Court, Rule 10.81 which substitutes all references to the “Administrative Office of the Courts” or “AOC” in contracts, memoranda of understanding, or other legal agreements, documents, and proceedings, or transactions to Judicial Council, the Administrative Director, or the Judicial Council staff as appropriate.</p> <p>The STATE OF CALIFORNIA, acting by and through the JUDICIAL COUNCIL OF CALIFORNIA, hereby QUITCLAIMS and CONVEYS unto the CITY OF CALEXICO, a general law city, any and all of its rights, title and/or interest along the property situated in the State of California, County of Imperial, described as follows:</p> <p style="text-align: center;">See attached Exhibit “A,” attached hereto and made a part hereof</p> <p>Date: _____</p> <table border="0" data-bbox="224 1423 1511 1738"><tr><td data-bbox="224 1423 820 1535">APPROVED AS TO FORM: JUDICIAL COUNCIL OF CALIFORNIA, LEGAL SERVICES</td><td data-bbox="889 1423 1511 1455" style="text-align: right;">JUDICIAL COUNCIL OF CALIFORNIA</td></tr><tr><td data-bbox="224 1623 799 1738">By: _____ Name: Leslie G. Miessner Title: Supervising Attorney</td><td data-bbox="889 1623 1463 1738" style="text-align: right;">By: _____ Name: Steven Jahr Title: Administrative Director</td></tr></table>		APPROVED AS TO FORM: JUDICIAL COUNCIL OF CALIFORNIA, LEGAL SERVICES	JUDICIAL COUNCIL OF CALIFORNIA	By: _____ Name: Leslie G. Miessner Title: Supervising Attorney	By: _____ Name: Steven Jahr Title: Administrative Director
APPROVED AS TO FORM: JUDICIAL COUNCIL OF CALIFORNIA, LEGAL SERVICES	JUDICIAL COUNCIL OF CALIFORNIA				
By: _____ Name: Leslie G. Miessner Title: Supervising Attorney	By: _____ Name: Steven Jahr Title: Administrative Director				

ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT "A"

LEGAL DESCRIPTION OF THE LAND

THE SOUTH 125 FEET OF THE EAST 150 FEET OF BLOCK 42 OF THE TOWNSITE OF CALEXICO, IN THE CITY OF CALEXICO, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 911 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, A COPY OF SAID MAP BEING ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF IMPERIAL COUNTY. EXCEPTING THEREFROM THE NORTH 12 FEET THEREOF AS CONVEYED TO THE CITY OF CALEXICO BY DEED RECORDED JULY 24, 1970 AS FILE NO. 27, IN BOOK 1296, PAGE 47 OF OFFICIAL RECORDS.

APN: 058-446-002-000

Exhibit 4

CERTIFICATE OF ACCEPTANCE

Agency:	City of Calexico
Assessor's Parcel No.:	058-446-002-000
County:	Imperial

This is to certify that, pursuant to section 27281 et seq. of the California Government Code, the interest in real property conveyed by the Quitclaim Deed dated _____ from JUDICIAL COUNCIL OF CALIFORNIA, to the CITY OF CALEXICO, a general law city is hereby accepted by the undersigned officer on behalf of the City of Calexico and consents to the recordation thereof by its duly authorized officer.

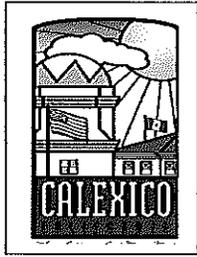
Accepted

By: _____

Dated: _____

**AGENDA
ITEM**

15



AGENDA STAFF REPORT

DATE: October 7, 2014

TO: Mayor and City Council

APPROVED BY: Richard N. Warne, Interim City Manager *RNW*

PREPARED BY: Nick Servin, Public Works Director/City Engineer *NS*

SUBJECT: Public Hearing - Presentation of Alternative 2 as the Preferred Alternative for the Calexico Intermodal Transportation Center Feasibility Study

=====

Recommendation:

Hold Public Hearing - Presentation of Alternative 2 as the Preferred Alternative for the Calexico Intermodal Transportation Center Feasibility Study.

Background:

Since October 2013, the Imperial County Transportation Commission (ICTC) and the Southern California Association of Governments (SCAG), in close coordination with the City of Calexico and Caltrans, have been studying the need and feasibility of locating a Calexico Intermodal Transportation Center in downtown Calexico.

Discussion & Analysis:

Phase One of the study developed the need and problem statement for the facility, along with the identification of six potential locations for such a facility. Those six alternatives were:

Alternative 1, located on the southeast corner of the intersection of E. 3rd Street and Paulin Avenue.

Alternative 2, located along E. 3rd Street, between Rockwood Avenue and Heffernan Avenue

Alternative 3, located on the southwest corner of the intersection of E. 3rd Street and Heber Avenue.

Alternative 4, located on the northeast corner of the intersection of E. 1st Street and Heber Avenue.



Alternative 5, located along E. 1st Street, between Heber Avenue and Blair Avenue.

Alternative 6 consists of the public space along the south half of E. 1st Street, between Paulin Avenue and Heber Avenue, and includes Heffernan Ave south of E. 1st Street.

The conclusion of Phase One resulted in Steering Committee selection of Alternatives 2, 5, and 6 to be advanced to more detailed investigation and development of conceptual site plans.

Phase Two of the study developed conceptual site plans for each alternative for final evaluation, resulting in Alternative 2 being selected as the most feasible and preferred alternative recommendation.

Fiscal Impact:

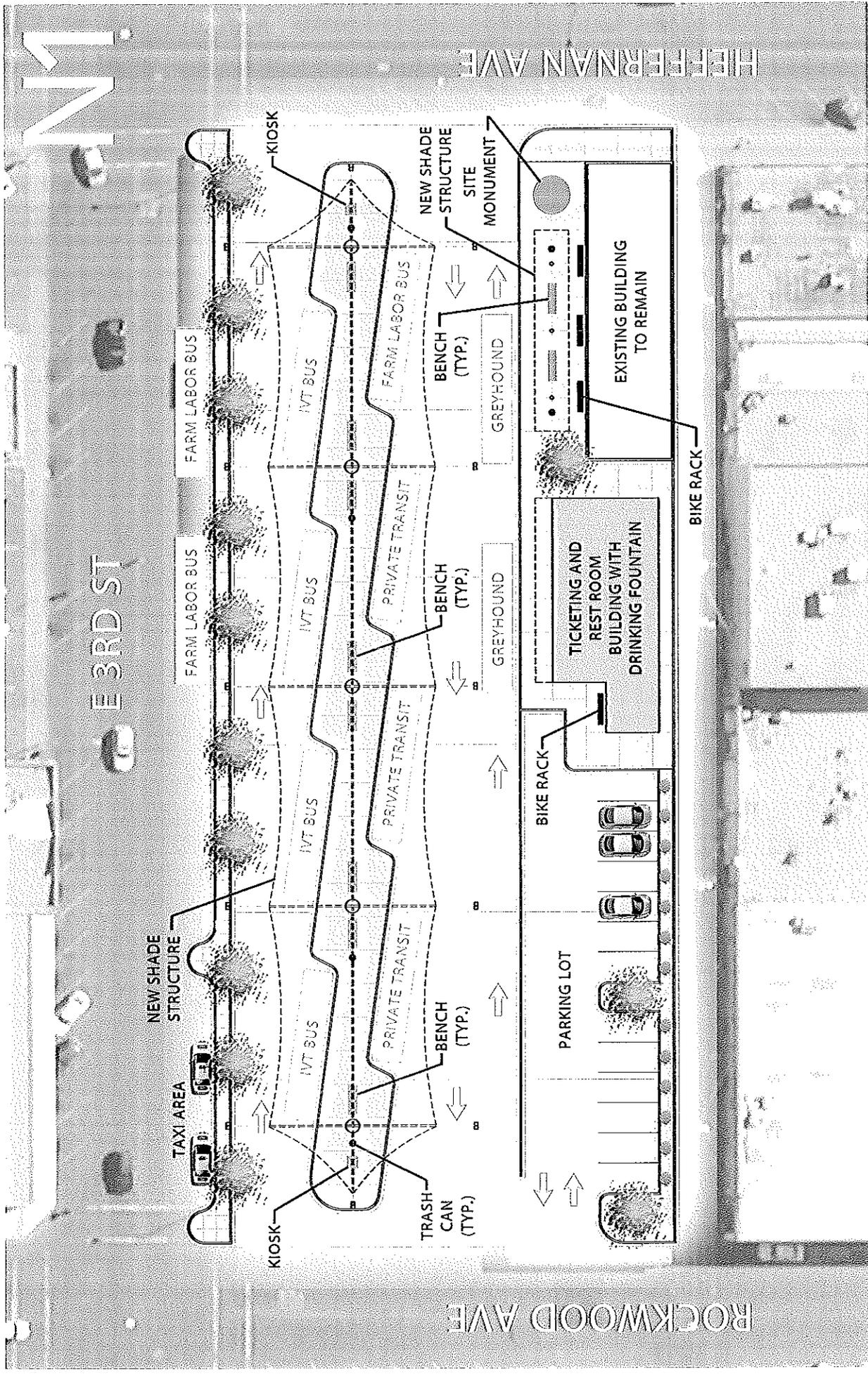
None. The study is being funded through a Caltrans grant administered by SCAG.

Coordinated With:

Department of Transportation (CALTRANS), Southern California Association of Governments (SCAG) and Imperial County Transportation Commission (ICTC).

Attachment:

1. Preferred Alternative Conceptual Site Plan
2. Preferred Alternative Conceptual Architectural Rendering



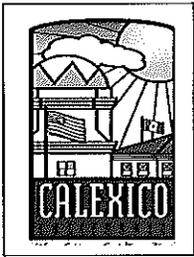
SITE PLAN SCALE: 1" = 30'



HUITZOLLARS

**AGENDA
ITEM**

16



AGENDA STAFF REPORT

DATE: October 7, 2014

TO: Mayor and City Council

APPROVED BY: Richard N. Warne, Interim City Manager *[Signature]*

PREPARED BY: Nick Servin, Public Works Director/City Engineer *[Signature]*

SUBJECT: Heavy Truck Traffic on Highway 98 and Cole Road
 =====

Recommendation:

Informational item.

Background:

Some citizens have raised concerns about the heavy truck traffic and weight of trucks on Highway 98 and Cole Road. Including danger to children as they use the cross walks at the subject Highway. The same concerns apply to Cole Road.

The idea presented by some is to re-route the traffic to Jasper or Interstate 8.

Discussion & Analysis:

Our long-range plan proposes to re-align SR 98 to Jasper Road (from SR 7 to SR 111/Imperial Ave.). However, there are no immediate resources available in the near-term to carry out detailed scoping document or environmental analysis. Under this proposed realignment of existing SR 98 to Jasper, if implemented the City would take ownership of existing SR 98. During the high development years which concluded in 2007, the possibility was viable as developer's would have had to improve the Jasper corridor to help accomplish this new route. Unfortunately, development demand fell and so did many plans and resources.

Aside from the long-range plan, I don't believe that Caltrans by statute can implement truck weight restrictions on a state highway. I believe the City of El Centro does have truck limitations on their city owned portion of Imperial Avenue (from Ocotillo to Adams Ave) but there are no truck restrictions on SR 86 through City of El Centro (from Wake Ave. to Adams, and on SR 86/Imperial Ave (from Adams Ave to City of Imperial border).

<p>AGENDA ITEM</p> <p><i>16</i></p>
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The City of Calexico could be required to initiate a process to take ownership of SR 98/Birch St (from City's eastern border to SR 111/Imperial Ave) or even segments east of SR 111.

First step, the City would send letter to Caltrans expressing interest to consider relinquishment to the City. The letter of interest does not commit the City for ownership. With the letter, Caltrans can now get authority to perform a scoping document to evaluate the highway's state of repair and estimated costs. A bit of caution is that Caltrans or CA Transportation Commission may not have funding or other compensation available to bring the facility to an acceptable level of repair.

Fiscal Impact:

None.

Coordinated With:

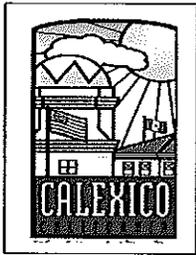
Imperial County Transportation Commission.

Attachment:

None.

**AGENDA
ITEM**

17



AGENDA STAFF REPORT

DATE: October 7, 2014

TO: Mayor and City Council

APPROVED BY: Richard N. Warne, Interim City Manager *RW*

PREPARED BY: Richard N. Warne, Interim City Manager *RW*

SUBJECT: Introduce and Waive First Reading of an Ordinance of the City Council of the City of Calexico Repealing Chapters 13.04; 13.08; 13.12; 13.16; 13.20; 13.24; 13.28; and 13.30 of Chapter 1 "Water System" Title 13 "Public Services" of the Calexico Municipal Code and adding Chapter 1 "Water Service," Sections 13.01.010 Through 13.01.720 to Title 13 "Public Services" of the Calexico Municipal Code

=====

Recommendation:

Introduce and Waive First Reading of an Ordinance of the City Council of the City of Calexico Repealing Chapters 13.04; 13.08; 13.12; 13.16; 13.20; 13.24; 13.28; and 13.30 of Chapter 1 "Water System" Title 13 "Public Services" of the Calexico Municipal Code and adding Chapter 1 "Water Service," Sections 13.01.010 Through 13.01.720 to Title 13 "Public Services" of the Calexico Municipal Code.

Background:

A reliable supply of potable water is essential to the public health and welfare of the people and economy of the City of Calexico. Most of the Calexico Municipal Code Chapters governing the provision of water service were written prior to 1969 and need to be rewritten to incorporate new water quality regulations, eliminate or control existing cross connections, and promote more efficient water service delivery to residential, commercial and industrial customers.

Discussion & Analysis:

The proposed ordinance (1) establishes rules, regulations, policies and procedures for the efficient provision of water service, (2) establishes the duties, obligations and responsibilities of the City and its water customers, and (3) promotes the public health, safety and general welfare of the users of the water system in accordance with the standards established by the City, County, State and Federal Governments.

Fiscal Impact:

None.

Coordinated With:

Financial Services Department
Development Services Department
City Attorney's Office

Attachment:

Ordinance of the City Council of the City of Calexico Repealing Chapters 13.04; 13.08; 13.12; 13.16; 13.20; 13.24; 13.28; and 13.30 of Chapter 1 "Water System" Title 13 "Public Services" of the Calexico Municipal Code and adding Chapter 1 "Water Service," Sections 13.01.010 Through 13.01.720 to Title 13 "Public Services" of the Calexico Municipal Code.

ORDINANCE NO _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALEXICO REPEALING CHAPTERS 13.04; 13.08; 13.12; 13.16; 13.20; 13.24; 13.28; AND 13.30 OF CHAPTER 1 "WATER SYSTEM," TITLE 13 "PUBLIC SERVICES" OF THE CALEXICO MUNICIPAL CODE AND ADDING CHAPTER 1 "WATER SERVICE," SECTIONS 13.01.010 THROUGH 13.01.720 TO TITLE 13 "PUBLIC SERVICES" OF THE CALEXICO MUNICIPAL CODE

WHEREAS, a reliable supply of potable water is essential to the public health, safety and welfare of the people and economy of the City of Calexico; and

WHEREAS, the City Council wishes to establish rules, regulations, policies and procedures for the efficient provision of water services and the extension of water service in the City of Calexico; and

WHEREAS, the City Council wishes to establish the duties, obligations and responsibilities of the City and its water customers; and

WHEREAS, the City Council wishes to promote the elimination or control of existing and potential water cross connections between systems, plumbing fixtures, and industrial piping; and

WHEREAS, the standards and requirements set forth herein are intended to benefit the public by ensuring that property owners enjoy a reasonable, beneficial, and economic use of their property; and

WHEREAS, the City Council of the City of Calexico wishes to adopt a new Water Service Ordinance to protect the public health and safety of its citizens and to promote the general welfare of the people of the City of Calexico.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CALEXICO DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Chapters 13.04; 13.08; 13.12; 13.16; 13.20; 13.24; 13.28; and 13.30 of Chapter 1 "Water System," TITLE 13 "PUBLIC SERVICES" are hereby repealed.

Section 2. Chapter 1 "WATER SERVICE," Sections 13.01.010 through 13.01.720 to TITLE 13 "PUBLIC SERVICES" of the Calexico Municipal Code is hereby added to read as follows:

**"TITLE 13
PUBLIC SERVICES
CHAPTER 1
WATER SERVICE**

SECTIONS

13.01.010 General Definitions

The following words, terms and phrases, when used in this Chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- A. "Approved Water Supply" means a water supply whose potability is regulated by the Federal Government, State of California or City of Calexico.
- B. "Air-Gap Separation (AG)" means the physical break between the supply line and a receiving vessel.
- C. "Auxiliary Water Supply" means any water supply other than that received from the City of Calexico. These auxiliary waters may include water from another purveyor's public water supply or any natural source(s), such as a well, spring, river, stream, harbor, recaptured storm water and so forth; used waters; or industrial fluids. These waters may be contaminated or polluted, or they may be objectionable and constitute an unacceptable water source over which the City of Calexico does not have sanitary control.
- D. "AWWA Standard" means the official standard developed and approved by the American Water Works Association (AWWA).
- E. "Backflow" means the undesirable reversal of flow in a potable water distribution system as a result of a cross connection or the unwanted flow of used or non-potable water, foreign liquids or gases or any other substance from any domestic, industrial or institutional piping system into the pure, potable water distribution system.
- F. "Backflow Preventer or Backflow Prevention Device" means a safety device used to prevent pollution or contamination of the water supply due to the reserves flow of water or other substance into the public potable water supply.
- G. "Backpressure" means a pressure, higher than the supply pressure, caused by a pump, elevated tank, boiler, or any other means that may cause backflow.
- H. "Backsiphonage" means backflow caused by negative or reduced pressure in the supply piping.
- I. "Base Rate or Fixed Component" means the minimum fixed charge per billing period for water service to a user as set by the City Council by Resolution.
- J. "Billing Period" means the calendar accounting unit for which charges are assessed and imposed for water service.

- K. "Billing Unit" means the unit of water used to apply water rates for the purposes of calculating water charges for a person's water usage and equals one hundred (100) cubic feet or seven hundred forty-eight (748) gallons of water.
- L. "City" means the City of Calexico, California.
- M. "City Council" means the City Council of the City of Calexico.
- N. "Connection" refers to the act of linking the service pipe of a house, building, or other property to the City water system, and also to the physical apparatus by which such linking is accomplished.
- O. "Construction Meter" means a temporary meter attached to a fire hydrant at a construction site to measure water usage at the site.
- P. "Contamination" means an impairment of a potable water supply by the introduction or admission of any foreign substance that degrades the quality and creates a health hazard.
- Q. "Cross Connection" means the unprotected actual connection or potential Connection between a potable water system used to supply water for drinking purposes and any source or system, sewer drain, conduit, pool storage reservoir, plumbing fixture or other device containing unapproved water or a substance that is not or cannot be approved as safe, wholesome, and potable. By-pass arrangements, jumper connections, removable sections, swivel or changeover devices, or other devices through which backflow could occur, shall be considered cross-connections.
- R. "Customer" or "Consumer" means all persons obtaining water service from the water supply system of the City of Calexico.
- S. "Developer" means a person, natural or otherwise, who divides a tract of land into lots for sale as residential property or who makes improvements to residential, commercial, office or industrial properties.
- T. "Double Check Valve Assembly (DC) Backflow Prevention Device" means an assembly of at least two independently acting check valves including tightly closed shut-off valves on each side of the check valve assembly and test cocks available for testing the water tightness of each check valve.
- U. "Hazardous Materials" means any material that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment if released into the workplace or the environment. "Hazardous materials" include, but are not limited to, hazardous substances, hazardous waste, and any material that a handler or the administering agency has a reasonable basis for believing that it would be injurious to the health and safety of persons or harmful to the environment if released into the workplace or the environment.
- V. "Hazardous Substance" includes, but is not limited to, any "hazardous substance" as that term is defined under California Health and Safety Code Sections 25281(g),

- 25501(o) and 25501.1, and pursuant to Title 42, Section 9601(14) of the United States Code; any "hazardous waste" as that term is defined under Title 42 Sections 6903(5) of the United States Code, and under California Health & Safety Code Section 25550(p); any "hazardous material," as that term is defined under California Health & Safety Code Section 25501(n); any chemical which the Governor of California has identified as a chemical known to cause cancer or reproductive toxicity, pursuant to California Health & Safety Code Section 25249.8; and any crude oil or refined or unrefined petroleum product, or any fraction or derivative thereof, and any asbestos or asbestos-containing material. The term "hazardous substance" includes any amendments to the above referenced statutes and regulations.
- W. "Health Agency" means the California Department of Health Services (DHS), California State Agency responsible for municipal water systems or the local health officer with respect to a small water system.
- X. "House Line" means that portion of the water service pipe from the discharge side of the meter to the structure serviced.
- Y. "Industrial Fluids System" means any system containing a fluid or solution that may be chemically, biologically, or otherwise contaminated or polluted in a form or concentrate, such as would constitute a health, system, pollution, or plumbing hazard, if introduced into the City of Calexico's water supply.
- Z. "Local Health Agency" means the County or City health authority.
- AA. "Main" means a water line designed or used to serve more than one premise.
- BB. "Meter Tampering" means cutting water meter locks or alteration or damage of any water meter or any of its components or unauthorized connections to the City water system or the use of "straight lines," "cheater pipes" or "bypass hoses" or any other means to take water by bypassing the City water meter or prevent water from being properly metered by the City.
- CC. "Person" means any person, firm, association of persons or corporation, including public, private or municipal corporation.
- DD. "Potable water" means water which is suitable for drinking.
- EE. "Premises" means a private home, building apartment house, condominium, Trailer court, mobile home park, a group of adjacent buildings or property utilized under one ownership and under a single control with respect to use of water and the responsibility for payment thereof.
- FF. "Potential Cross Connection" means a fixture or appurtenance with threaded hose connection, tapered spout, or other connection which would facilitate extension of the water supply line beyond its legal termination point.

- GG. "Private Fire Hydrant" means a discharge pipe with a valve and spout located on private property at which water may be drawn.
- HH. "Private Fire Service Main" means a pipe and its appurtenances on private Property that is (1) between a source of water and the base of the riser for water- based fire protection systems; or (2) between a source of water and inlets to fire foam making systems; or (3) between a source of water and base elbow of private fire hydrants or monitor nozzles; or (4) used a fire pump suction and discharge piping; or (5) beginning at the inlet side of the check valve on a gravity or pressure tank.
- II. "Processing Fluids" means any fluid or solution which may be chemically or biologically or otherwise contaminated or polluted in a form or concentration such as would constitute a health, pollution, or system hazard if introduced into the public water system or a consumer's potable water system. This includes, but is not limited to, polluted or contaminated waters; processed waters; used waters originating from the public water supply system which may have deteriorated in sanitary quality; cooling waters; questionable or contaminated natural waters taken from wells, lakes, streams, or irrigation systems; chemicals in solution or suspension; oils, gases, acids, alkalis and other liquid and gaseous fluids used in industrial or other processes, or for firefighting purposes.
- JJ. "Public Fire Hydrant" means a discharge pipe with a valve and spout located on public property for use primarily by fire service personnel at which water may be drawn from the water main.
- KK. "Reclaimed Water" means wastewater which as a result of treatment is suitable for uses other than potable use.
- LL. "Recycled Water" means the reclamation and reuse of non-potable water for beneficial use.
- MM. "Reduced Pressure Principle (RP) Backflow Prevention Device" means a backflow preventer incorporating not less than two check valves, an automatically operated differential relief valve located between the two check valves, a tightly closed shut-off valve on each side of the check valve assembly, and equipped with necessary test cocks for testing.
- NN. "Roving Meter" means a meter attached to a movable vehicle to measure water drawn from a fire hydrant into a tank attached to the vehicle.
- OO. "Service Line" means that portion of water service pipe from the main line up to and including the discharge side of the water meter.
- PP. "Straight Line or Cheater Pipe" means any type of device installed in lieu of a water meter, connecting to the City's water service line to a private service line for the purpose of obtaining unmetered water.

- QQ. "Subdivision" is a tract of land divided by a subdivider, or any lot or lots or tract of real property on which any building is or will be built.
- RR. "Survey" means the collection of information pertaining to a customer's piping system regarding the location of all connections to the public water supply system and must include the location, type and most recent inspection and testing date of all cross connection control devices and methods located within that customer's piping system. The survey must be in written form, and should not be an actual plumbing inspection.
- SS. "System" means all water source and supply facilities, transmission pipelines, and storage facilities, pumping stations, distribution mains and appurtenances, vehicles and materials storage facilities.
- TT. "Usage Charge or Variable Component" means the charge for water used by a water user established by the City Council by Resolution.
- UU. "User" means a person, natural or otherwise, who utilizes the water system of the City for any purpose.
- VV. "User Connection" means the point of connection of a user's piping to the City of Calexico's water facilities.
- WW. "Water Main" means the water pipe owned by the City from which water Service lines lead.
- XX. "Water Meter" means the instrument which measures and records the amount of water which flows through it.
- YY. "Water Service" means the provision of potable or non-potable water from various sources, including, but not limited to, groundwater or other native water, imported water, recycled water, reclaimed water, and re-captured storm water, such that water flows through a system connected to the City water system.
- ZZ. "Water System" includes pipes, water mains, meters, valves, reservoirs, tanks, wells, springs, hydrants, sources, pumps and all other property and equipment owned by the City of Calexico and through or from which water flows.
- AAA. "Water User" means any person obtaining water from the City of Calexico's water supply.
- BBB. "Well" means an opening in the surface of the earth for the purpose of removing water through non-mechanical or mechanical means for any purpose.

13.01.020 Purpose.

The purpose of this Chapter is to (1) establish rules, regulations, policies and procedures for the service and the extension of service from the water system of the City of Calexico and (2) to promote the public health, safety and general welfare of the users of the water system in accordance with standards established by the City, County, State and Federal Governments.

13.01.030 Provisions of Chapter Deemed Incorporated into Water Service Agreements.

All provisions of this Chapter shall be deemed to be incorporated into every service agreement between the City and its water service customer. Each customer shall be charged with knowledge of the provisions of this Chapter and, by applying for and accepting water service from the City, to have assented to the provisions of this Chapter.

13.01.040 Authority to Establish Administrative Procedures.

The City Manager, Financial Services Director or City Engineer or their designees, shall have the authority to adopt administrative procedures necessary to effectively implement the provisions of this Chapter.

13.01.050 City is Sole Source of Water Service.

To protect the health, safety and welfare of the community and provide efficiency in the delivery of municipal services, the City of Calexico shall be the only allowed source of municipal, commercial, industrial and domestic water supply within the incorporated boundaries of the City with the exception of bottled water purchased for consumption from licensed vendors or retail store.

13.01.060 Right to Refuse, Limit, or Discontinue Water Service.

The City may not be required to provide water services to any customer unless said customer agrees to the terms and conditions of service, and meets the requirements of the City as set forth herein. Water resources are limited, and the City strives to provide water in an efficient way and to conserve where necessary. As such, the City reserves the right pursuant to California law to limit water service when necessary in the interest of the public health and safety.

13.01.070 Private Water Wells Prohibited.

No person, firm, association, corporation, or any other entity shall drill, install, sink, construct, maintain or use a water well within the City limits of Calexico.

13.01.080 Public Works Department Provides Water Service.

The Public Works Department shall have authority to operate and maintain the City of Calexico's water system and furnish water service to the residents of the City of Calexico for fees set by the City Council by Resolution or Ordinance. To accomplish these purposes, the Public Works Department is empowered to employ persons, acquire equipment and perform all other acts necessary or incidental to the accomplishment of the above described purposes, subject to all applicable ordinances, resolutions, rules, regulations, policies and directions of the City Manager and the City Council.

13.01.090 Public Works Department Duties.

The Public Works Department shall administer and enforce this Chapter under the direction of the City Manager or his or her designees, and manage the City's water system pursuant to the provisions of this ordinance and pursuant to the resolutions, rules, regulations and directives issued by the City Manager or adopted by the City Council prescribing their powers and duties.

13.01.100 Duty to Treat Water.

The Public Works Department shall treat or cause to be treated the water furnished to the water users hereunder using current water treatment methods if such treatment is necessary for the water to conform to ordinary and contemporary standards of purity and fitness for potable use.

13.01.110 Duty to Maintain Water System.

The Public Works Department shall keep the water system in good repair. Any leaks, breaks, or equipment failures shall be promptly repaired as soon as practicable.

13.01.120 Compliance with California Building Code and Calexico Municipal Code.

All new buildings or structures located within or outside the corporate City limits, and any additions, modifications, alterations or repairs of existing buildings that use the water facilities of the City shall comply with the requirements of the Calexico Municipal

Code and the California Building Code as amended, including securing of all permits and inspections required by such Code.

13.01.130 Connection Authorized.

The Public Works Department shall cause to be connected with the City's water system the service line of any property abutting on a City water main after the property owner or his or her agent complies with all of the following provisions of this Section:

- A. **Water Service Agreement.** The property owner or customer other than a developer, fills out, signs the files with the Finance Department a water service agreement approved by the City Manager and the City Attorney.
- B. **Service Line.** The property owner or his/her agents shall install a service line to the property location designated by the City Public Works Department which meets the following requirements:
 - 1. The service line is of material and quality approved by the Public Works Department.
 - 2. The service line, when used, shall be buried at a location, depth and grade approved by the Public Works Department.
 - 3. The service line does not cross property owned by a person other than the property owner who applied for the connection, unless written permission is obtained from the Public Works Department.
 - 4. The service line, when connected, will supply water to no more than one building, except where written permission is obtained from the Public Works Department. Connection of such a service line may be added, if the property owner applying for the connection is the owner of all buildings located to such service line. For the purposes of payment of fees under this ordinance, however, each building which shall receive water service through a common service line shall be deemed to receive said water service through a separate service line for the payment of charges set forth in subsection (F).
- C. **Illegal Use of Water Pressure.** The water provided through the connection will not be used for the purpose of driving any motor, siphon, turbine, or other wheel, or any hydraulic engine, or elevator, or for driving or propelling machinery of any kind whatsoever, or for any other purpose which the City Engineer, City Manager or City Council have not approved in writing.
- D. **Inspection.** The service line of the building to be connected has been inspected by an authorized employee of the City and found to conform to these ordinances and to the provisions of the Calexico and/or California Building Code. The service

line and all other underground water lines or connections shall be open and visible to the inspector at the time of the inspection.

- E. Charges Current. The customer requesting connection has no unpaid delinquent water charge assessed against him or her by the City of Calexico for any location within the City's water services boundary.
- F. Fees Due at Connection. The customer shall pay at the time he or she files his or her application for connection all of the following applicable fees:
 - 1. The connection charge specified by the City Council by Resolution.
 - 2. Water impact fees adopted by the City Council by Resolution.
 - 3. Any other fees adopted by the City Council by Resolution or included in any development agreement approved by the City Manager or City Council.

13.01.140 Water Service Assigned to One Premise.

No person shall supply or furnish water in any way for use outside of the premises to which the service is assigned or appurtenant.

13.01.150 New Meter Sets.

The City Engineer Public Works Director or City Manager or their designees shall have the authority to establish rules, regulations, and specifications regarding new meter sets and meter vaults. Meters may be purchased from the Public Works Department. Installation of new meters and construction of meter vaults for new construction shall be at the expense of the contractor or customer. Approval by the Public Works Department shall be required before the water meter set is constructed and service begins.

13.01.160 Extension of Water System.

In addition to the immediate preceding Section, the following provisions shall apply to anyone seeking to connect to the City water system, where said system does not extend to such property.

- A. Agreement. Whenever a developer or builder desires or is required to install water connections and extensions for a subdivision or other development, the developer shall enter into a written water extension agreement with the City which shall constitute an application for permission to make said extensions and connections that shall be made and the payments that shall be required.

- B. Sizing of Main Line Extensions. The City reserves the right to determine the size of the pipe necessary in making any extension, but in no case shall pipe smaller than six (6) inches in diameter be installed.
- C. Dedication. Any extension of the City water system granted in accordance with the provisions of the immediate preceding paragraph including, all easements necessary to accommodate its installation and maintenance, shall upon completion and acceptance become the property of the City of Calexico.
- D. Limitation of Extension Rules. Nothing contained in this ordinance shall limit or prevent the City from extending its distribution system whenever it may determine that circumstances so warrant.
- E. Service Outside City Limits. The City of Calexico is under no obligation to supply water outside the City limits. However, the City of Calexico may enter into an agreement to furnish water service from its water system to persons outside the City in accordance with the provisions of this Section, the terms and conditions of any assessment district, in accordance with City Council policies or action, or as otherwise permissible under California law. In addition, any person or persons located outside the City limits that desires to be supplied with water service from the City water system must be willing to (1) pay in advance the whole expense of extending the water system to his or her property and (2) be annexed to the City.
1. If, at the time of the initial request for annexation is submitted, the area upon which the facility is located is not contiguous with the City limits or otherwise not legally available for annexation, the owner of the property shall enter into a contract with the City to be approved by the City Council, which contract shall provide that the property owner shall not withdraw the written request for annexation, that the written request for annexation shall be kept in full force and effect until such time as the area becomes legally available for annexation. If the annexation request is withdrawn the premises shall be disconnected from City water. The contract shall run with the land and will be filed at the County Recorder's office.
 2. In addition to the water requirements set forth in this Section, any agreement shall contain a certified acknowledgement that the property owner understands that the City in granting the petition need only supply such water to the property owner which from time to time shall be deemed by the City Council to be beyond the requirements of water use within the City limits and the provision of water service may be curtailed or terminated by the City. If the City Council grants the petition or any portion thereof, the property owner and the City of Calexico shall enter into a written water system extension agreement, which agreement shall be executed prior to the commencement of any work upon said water extension.
 3. If the property is acquired by a new owner, the new owner shall, within ninety (90) days of acquiring the property, submit a written request for the

annexation of the area to the City and execute a contract as specified in this Section to be approved by the City Council. If no such request or contract is received within the time specified, the property shall be disconnected from City water service.

13.01.170 Responsibility of Service Lines and House Lines.

The City's responsibility for all water service lines is from the connection at the City's main water line to the water meter box. From the water meter box to the customer's premises is the sole responsibility of the customer to install, own, maintain, and/or replace.

13.01.180 Replacement of Existing Service Line.

The replacement of a previously used service line shall be deemed a new connection and the provision of Sections 13.01.120, 13.01.130 and other applicable sections of this Chapter shall apply to said replacement.

13.01.190 Installation and Maintenance of Meters and Property Stops.

In connecting to a water main, the customer or contractor shall install or cause to be installed a service line of suitable quality under the street and a meter box, meter, and property stop at a location determined by the Public Works Department. Said connection pipe, meter box, meter and property stop are and shall be the property of the City, which retains the sole right to maintain, repair and service said facilities.

13.01.200 Permit for Service Line Repair, Alternation or Connection.

It shall be unlawful for any person, to open, alter, repair or connect to any existing water main or service line without it first having received a permit from the Public Works Department or other authorized City department. No permit authorizing such alteration, repair, connection or opening shall be issued if said alteration or connection results in water service to a building to which such service was not previously furnished, unless such building is owned by the owner of all other buildings connected to said service line. Any connection from an existing service line to a building to which water service was not furnished before the connection is made shall need to be a new, original service line connection and the property owner shall pay the fees set by Resolution or Ordinance of the City Council before receiving the permit referred to above.

13.01.210 Unauthorized Water Connection or Restoration of Service.

A. Prohibited. It shall be unlawful for any person by himself or herself to directly or

indirectly through family, servants or agents to connect to, disconnect, repair or alter the City water system or any part thereof, including, but not limited to, any water line or water meter, or to open any fire hydrant, property stop, valve, or other fixtures attached to the system of water supply unless it is done pursuant to a City-approved application, agreement, permit or resolution.

- B. **Licensed Utility Contractor.** A licensed utility contractor approved by the City or a licensed utility contractor under contract with the City may tap a City water line or water main in accordance with the following:
1. The utility contractor shall be responsible for any damage to the water main or water line where the tap is being made. All repairs to the water main or water line where damage has occurred shall be made by an authorized employee of the Public Works Department or authorized licensed utility contractor. The utility contractor shall be responsible for the cost of the tap to an existing water main or water line.
 2. The licensed utility contractor shall be responsible for any repairs to the tap or service line extension due to any defects of materials or workmanship for one year after the tap has been completed.
 3. The licensed utility contractor shall use all his or her professional skills to ensure that there is no contamination of City water mains. Any contamination of City water mains shall be reported immediately to the Public Works Department. Employees of the department will take corrective measures and fees will be assessed to the person responsible for the damage for all repair work accomplished.

13.01.220 Tampering with Meters.

- A. **Inspection and Adjustment.** Meters may be checked, inspected or adjusted at the discretion of the City, and they shall not be adjusted or tampered with in any manner or removed by the user or any other person.
- B. **Opening Boxes.** Meter boxes shall not be opened for the purpose of turning on or off the water except by an authorized representative of the City unless special permission is given by the Public Works Department, except in an emergency.
- C. **Meter Interference.** No person shall:
1. Prevent water from passing through any meter connected directly or indirectly with the public water mains.
 2. Prevent any meter from accurately registering the amount of water passing through such meter.

3. Prevent or obstruct a meter from accurately registering the quantity of water supplied, or in any way interfere with the purpose, action or just registration of a meter.
- D. Responsibility to Prevent. A user shall prevent any damage to the water meter used by such user and shall pay the cost of repairing any damage to the water meter other than normal wear and tear. Any amounts due by reason of this subsection may be added to a user's bill for water service, and any amount received from such user thereafter shall be applied first against the amount due pursuant to this subsection and thereafter to any other amount(s) due from such user for other purposes.

13.01.230 Misrepresentation in Application or Service Agreement.

It shall be unlawful to misrepresent a material fact in applying for a water connection or in a water service agreement. Material facts shall include the identity of the applicant as the owner of the property to be connected, and the purpose for which the water service provided will be used.

13.01.240 Customer Responsibility.

Customers are responsible for furnishing the City with their correct address. Failure to receive bills will not be considered a reason for nonpayment, nor permit an extension of the date at which time the account will be considered delinquent.

13.01.250 Forwarding Water Balances.

Should a customer have an unpaid balance from a previous location, a forwarding balance will be added to the customer's present account. The City reserves the right to disconnect the customer's present service for unpaid forwarding balances.

13.01.260 Discontinuance of Service by Water Service User.

Any user desiring to discontinue water service shall notify the Finance Department. Any credit balance in favor of the user, as a result of a deposit or advance payment, shall be refunded promptly after receipt of the notice of discontinuance, except that an amount to be set by the City Council by Resolution or Ordinance shall be retained by the Finance Department as a fee for turning off water service.

13.01.270 Charges for Water Service.

- A. Water Fees. The City Council shall by Resolution or Ordinance set the amount of

charges, fees, and assessments that include, but are not limited to the following:

1. Base rate or fixed component water service charge.
 2. Water usage charge or variable component charges based upon billing units used by the customer. A billing unit equals one hundred (100) cubic feet or seven hundred-and-forty-eight (748) gallons of water.
 3. Service charges other than the base rate.
 4. Late fees.
 5. Return-check fees.
 6. Development water impact fees.
 7. Water connection fees.
 8. Shut-off notice processing fee.
 9. Reconnection fees during regular business hours after water shut off.
 10. Reconnection fees during non-regular business hours after water shut off.
 11. Fire hydrant water use fees from construction or roving meters.
 12. Fire line fee.
 13. Fee for water used by contractors in new construction.
 14. Meter tampering fee.
 15. Missed appointment fee after second missed appointment.
 16. Penalty fee for unauthorized water connections and use of City water by the use of "cheater pipes, "straight lines" "hoses" or other means.
 17. Other fees as determined by the City Council.
- B. Water Billing Duration. The City shall determine the duration of the billing period and may change the duration of the billing period from time to time. If the due date is a Saturday, Sunday or legal holiday, charges shall become delinquent at the close of business on the next business day after said Saturday, Sunday or legal holiday. Postmarks will not be accepted as the date the payment was received.

- C. Unified Billing. Municipal utility services shall be billed under a unified bill which includes water, sewer, garbage collection charges and other charges as the City designates.
- D. Unpaid Water Bills are Liens. All unpaid accounts for water delivered *at* any premises shall constitute a lien against the same and shall be subject to collection all as provided by the Revenue Bond Law of 1941 as found in Title 5, Division 2, Part 1, Chapter 6 of the California Government Code.
- E. Disputed Bills. If a Water Bill's accuracy is questioned or disputed by a customer, the customer shall request an explanation from the City within the current billing period or as soon as possible thereafter. Any amounts withheld by the customer pending resolution of said dispute shall be considered delinquent to the extent said amounts are withheld after they have become due. After reviewing the disputed bill, the City will:
 - 1. Issue a corrected bill or reflect the corrections on the bill in a subsequent billing period; or
 - 2. Advise the customer that the bill is correct as presented, in which case the customer may choose to have the Meter removed for testing at the customer's own expense.

13.01.280 Free Service Prohibited.

There shall be no free service rendered by the City and, if any local, state or federal government, or any department, agency or instrumentality thereof, or any other public body shall desire service to be rendered by the City, it shall apply for and receive such service pursuant to the City's ordinances, resolutions, policies, rules and regulations and shall pay for the same as established by Resolution or Ordinance of the City Council.

13.01.290 Application of Utility Bill Payments.

Any payments received by the City for the payment of utility bills shall be applied *to* the outstanding balances of service charges in the following order: (1) fines, penalties, assessments or delinquencies, (2) deposit, (3) refuse, (4) sewer (5) fire line, (6) base rate or fixed component charge, (7) water service billable units. Moneys paid where any portion of an account is delinquent shall first be credited to the delinquent portion of the bill and then to the current billing. The City Manager or the Finance Director may administratively change the order of payments to outstanding balances of service charges.

13.01.300 Payment Delinquency.

Penalties and interest shall be charged on all delinquencies as established by Resolution of the City Council. All delinquent charges are considered liens against the property and the City Manager, Finance Director or their designees are empowered to file liens against the appropriate premises for charges as set forth in this Chapter. For the purposes of this Chapter, a water bill will be delinquent if a user is withholding all or portions of said water bill pending resolution of a dispute regarding said water bill. The City reserves the right to refer accounts to a collection agency when past-due balances exceed one hundred-and-twenty (120) calendar days.

13.01.310 Water Service Shut-Off Notice.

If a service charge remains unpaid for one (1) complete billing period, the Financial Services Department shall notify in writing by mail the occupant of the premises at least nineteen (19) days after the delinquent bill is sent, that the water service will be discontinued if payment is not made within fifteen (15) calendar days after the date on the shut-off notice. A shut-off notice processing fee as determined by Resolution of the City Council may be charged at the time that the notice is sent. In addition to the fifteen (15) day termination notice, a final forty-eight (48) hour termination notice shall be given to the property owner if a water service charge remains unpaid.

13.01.320 Water Service Shut-Off.

Except for shut-down of services related to those violations set forth in Section 13.01.330 below, for which no notice is required, notice must be provided to customers prior to a shutdown of services in accordance with Section 13.01.310 above. No service shall be disconnected on a Thursday, Friday or the day before a holiday. However, notwithstanding the foregoing provisions of this Section, Financial Services Department authorized personnel under the direction of the City Manager may, at their discretion, agree to forbear discontinuance of water service for a limited period of time and by special, written agreement with the water user in arrears. Failure of the water customer to keep future charges current and fulfill all the terms of the agreement may make the agreement null and void and make all charges in arrears due immediately. Failure to pay immediately all charges in arrears will result in discontinuance of water service. Water services shall be restored within two working days at such time as the financial cause for termination or discontinuance has been rectified and payment has been made of all proper charges due, including any reconnection charges and meter tampering charges approved by Resolution of the City Council. If water service has been shut-down due to some physical cause, water service shall be restored upon such cause being rectified.

13.01.330 Unauthorized Water Service-Theft of Services.

- A. Prohibited. It shall be unlawful to provide oneself or others with (or make use of) water service from the City water system without authorization from the City. When water service has been discontinued by the Public Works Department for non-payment of water charges, noncompliance with these ordinances, or for any other reason, it shall be unlawful to restore water service or receive water service by any means without authorization by the City. The presence at any time on or about any meter, water line or water main of the City (whether such meter is owned or operated by the City or others) of a pipe or any other device which diverts water or results in taking of any water except through an authorized meter shall constitute prima facie evidence on the part of the person owning or having custody or control of the premises (where such a device or pipe is located) of the knowledge of the existence thereof. The knowledge of such existence by the person who would benefit by the failure of the water to be accurately metered, and shall further constitute prima facie evidence of intention on the part of such person to violate this Section.
- B. Meter Removal. If water service has been discontinued by the Public Works Department due to nonpayment or for any other reason, and the customer turns the service back on or otherwise restores service without approval, the Public Works Department may remove the meter and plug the service.
- C. Unauthorized Water Use Charges. In addition to any criminal penalties, the City may assess charges and fees established by Resolution or Ordinance for meter tampering, meter removal or unauthorized use of the City water service. Such charges may be collected as provided by this Chapter.

13.01.340 Appeals.

The City Manager or his designees are hereby authorized to hear appeals regarding water service bills and make any corrections of any assessments or charges that he or she believes is just and appropriate under the circumstances.

13.01.350 Legal Action.

The Financial Services Director, City Attorney or City Manager or their designees are hereby authorized and empowered to enforce the payment of all delinquent water charges whether for water connection or for water service, by any action at law in the corporate name of the City if the amount paid in advance or in deposit, if any, by the defaulting water user is not sufficient to fully extinguish the liability of said user to the City for the water connection or water service.

13.01.360 Responsibility for Water Leakage.

All property owners, or their agents and tenants, shall be held responsible as consumers for loss of water due to leakage in the pipe or plumbing beyond the discharge side of the meter or on the property. If lost water is not paid in accordance with the provisions of this Chapter and in accordance with rates established by Resolution or Ordinance by the City Council, the water service may be discontinued until all amounts due are paid. Water service will not be restored until all leaks have been repaired to the satisfaction of the Public Works Department.

13.01.370 Water Meters.

- A. **Water Metering Required.** All water delivered by the City to its customers shall be metered through water meters owned by the City. However, the City Manager or his or her designees may authorize unmetered water use for temporary special purposes, and enter into agreements for the assessment of charges thereof.
- B. **Sub-Metering.** It shall be unlawful for any person to construct, occupy or allow to be occupied any structure in which the construction plan provides for a master meter and sub-metering of water consumption of one or more owners or tenants, unless the plan has been approved by the City Manager or his or her designees. Each occupied structure and any unimproved parcel shall be served water through a separate metered connection, except that structures located on a single parcel and under the same ownership, office buildings, hotels, motels, apartment houses, courts and multifamily dwellings may be served by a single metered connection.
- C. **Meters to be Approved by City.** The size, type, location and right to own and control all meters installed or used by consumers of its water shall be determined by the Public Works Department.
- D. **Ownership and Installation.** All meters installed on water service connections shall be and shall remain the property of the City and shall be removed only by the City. Installation of new meters and construction of meter vaults for new construction shall be at the expense of the contractor or customer.
- E. **Maintenance and Repair:** The City shall maintain and repair all domestic, commercial and industrial service water meters and shall replace meters periodically, when necessary, if rendered unserviceable by ordinary use. When replacement or repairs to any meter are made necessary by the willful act, neglect or carelessness of the owner or occupant of the premises serviced, all expenses of such replacement shall be borne by the owner or occupant of the premises.
- F. **Testing.** If a user submits a written request for a test of his or her water meter, the Public Works Department may, if the circumstances deem it advisable, order a test

of the meter measuring the water delivered to such user. If such request to test the meter is made within twelve (12) months after the date of the last previous test, the user will be required to pay the costs of such test if the meter is found in such test to record from ninety-seven (97) percent to one hundred-and-three (103) percent of accuracy under testing methods satisfactory to the Public Works Department. In the event that the meter is found to be recording less than ninety-seven (97) percent or more than one hundred-and-three (103) percent of accuracy, the City shall make such adjustments in the user's bill as are just and fair under the circumstances.

- G. **Stopped Meters.** If meters fail to register at any time, the water delivered during this period shall be estimated on the basis of previous consumption. If the user has no previous consumption then a reasonable estimate may be made by the Finance Department or Public Works Department based on historical information maintained by the City.
- H. **Construction Meters and Roving Meters.** Construction meters are to be installed or moved by the contractor under the supervision of City personnel. Roving meters are to be installed on equipment by the contractor. A deposit may be required for construction or roving meters owned by the City and will be forfeited if the meter is lost, damaged or stolen. Meter readings are to be reported by the user to the Public Works Department or Finance Department monthly. Failure to provide a monthly meter reading will cause the Public Works Department to estimate usage and bill accordingly. A minimum charge will be assessed if no usage is recorded on the meter.
- I. **Loaned Meters.** No person shall refuse to deliver any meter or other appliance loaned to him or her by the Public Works Department for the purpose of furnishing water through the meter and registering the quantity thereof.
- J. **Access to Meters.** Access to water meters by City personnel must be provided at all times.
- K. **Plumbers.** Notwithstanding any other provision of this Chapter, in the case of leaks or other accidents damaging service lines or other apparatus connected with the water system, plumbers or other qualified persons may shut off the water at the water box to make necessary repairs and turn on the water upon completion of such repairs without obtaining authorization.

13.01.380 Interruption of Water Service.

- A. **Water Service May be Interrupted.** The City will undertake to use reasonable care and diligence in order to prevent and avoid interruptions and fluctuations in water service, but it cannot and does not guarantee that an interruption in water service will not occur.
- B. **Repairs, Connections, Extensions and Maintenance.** The City reserves the right to temporarily discontinue and to reconnect water service without notice to all

users for the purpose of making repairs, connections, extensions and cleaning of mains, machinery, storage reservoirs or any other appurtenances to the water supply and distribution system. All users having boilers, air conditioning equipment or other water-consuming devices which may become damaged due to interruption of water service, and which are supplied directly with City water, need to take action to avoid or minimize their risk. The City shall not be liable for any damage that may occur on account of the water being cut off for any purpose.

- C. **Water Pressure.** The City shall not be liable for any damage to plumbing, pipes or fixtures on premises caused by pressure from the City water system.
- D. **Notice.** While it is the intention of the City to give notice in advance of any work (which is not considered an emergency) which must be done that will necessitate Any interruption of the supply, such notice is to be considered a courtesy, and not a requirement on the part of the City. Property owners must so regulate their installations connected to the City water supply system, that damage will not occur if water is shut off or turned back on without notice.

13.01.390 Water Supply and Pressure.

- A. **Water Supply and Pressure.** The City does not guarantee a uniform pressure, or an uninterrupted supply of water, and customers are cautioned to provide appropriate devices to satisfy specific pressure requirements and sufficient storage of water where absolutely uninterrupted water supply and pressure must be assured.
- B. **Minimum Water Pressure.** Based on the California Department of Health Services (DHS) regulations, the City provides each customer with a minimum of twenty (20) pounds per square inch (psi) water pressure as measured at the water main in the street.

13.01.400 Disconnection of Service-Condemed Buildings.

Whenever a premise supplied with water has been found by the proper authorities to be dangerous to human life and unfit for human habitation, and notice of such findings has been issued by the proper authority, the City shall cause the water service to such premise to be turned off. Water service to such premise shall not be restored until the owner and/or his or her agent has secured a release or clearance from the proper authorities.

13.01.410 Repair and Replacement of House Lines.

It shall be the responsibility of the owner of the property or customer to make all repairs and replacements of house lines from the discharge side of the water meter to the structure. A City permit is required for the replacement of a house line.

13.01.420 Authorized City Representatives Have Free Access.

- A. **Service Access.** Free access at ordinary hours shall be granted to the City and its authorized representatives to any place supplied with water service from the municipal system for the purpose of examining the apparatus, the amounts of water used, manner of its use, to make any and all necessary adjustments to said system, and to assure conformity to all City water ordinances, resolutions, policies and regulations.
- B. **No Service Without Access.** Whenever the owner or the occupant of any premises provided service by the City restrains authorized City employees from making such necessary inspections, water service may be refused or discontinued.

13.01.430 Abandonment of Service Lines and House Lines.

- A. **Permanent Abandonment.** All service lines and house lines which permanently abandoned shall be securely capped or plugged at a location designated by the City Public Works Department.
- B. **Temporary Abandonment.** Water service lines, which will be abandoned temporarily, shall be cut and plugged at the property line leaving the meter installation and meter box intact.
- C. **Inspection.** Any water service pipe temporarily abandoned for more than two (2) years must be inspected by the Public Works Department before that pipe can be placed into operation. If the service line or house line does not conform to minimum standards, the service pipe shall not be used and shall be abandoned permanently by the owner.

13.01.440 Outdoor Water Sprinklers.

- A. **Water Pressure.** It shall be unlawful for any person to use such number of outdoor water sprinkler outlets simultaneously or to use such sprinklers or combinations of sprinklers or outlets as will, in the opinion of the Public Works Department, materially affect the pressure or water supply of the City water system or any part thereof. The Public Works Department may specify by

regulation combinations or number of sprinkler and outlets which may have such effect.

- B. Notice. The Public Works Department shall, after determination that such improper sprinkler use exists, notify the offending water user, or the owner of the premises whereon such use occurs, of such determination in writing and order such use discontinued.

13.01.450 Water Use Curtailment.

In time of water scarcity, whenever it shall in the judgment of the City Council by Resolution be necessary to limit the use of water, it shall be unlawful for any person by himself or herself, family, servants or agents to violate any Resolution made by the City Council pursuant to this Section or pursuant to Chapter 13.4 of the Calexico Municipal Code. If any violation shall occur, then in addition to any other penalty, the water service to the premises upon which such violation occurs may be shut off. If shut off for this reason, it shall not be turned on again until the payment of an amount set by the City Council for each violation of the said resolution is received.

13.01.460 Trespass and Damage to Water System.

- A. Prohibited. It shall be unlawful for any person to destroy, deface, damage, injure, tamper or interfere with the operation of any part, pipe, fixture, appliance, appurtenance or property of the City of Calexico water system, or shall place or cause to be placed, or induced into the City of Calexico water system or any source of water supplying said system, any substance poisonous to human life or harmful to human health or detrimentally affecting the taste, smell, color, odor, or other aesthetic characteristic of the water.
- C. Trespassing Upon Water Works. It shall be unlawful to trespass inside the Fenced enclosure of any City-owned water or Public Works Department facility or in any other manner to interfere with or prevent the operation of such systems and the water supply therefore, or any portion thereof.
- D. Clear Access. It shall be unlawful for any person to store, maintain or keep any goods, merchandise, materials or rubbish within a distance of five (5) feet of, or to interfere with, the access or operation of any water meter, gate valve, fire hydrant, or other apparatus in use on any water service, connection, water main or fire protection service.
- E. Restitution. All damages or injury to the lines, meters or other materials of the City on or near a user's premises caused by any act or neglect of the user or his or her agents shall, in the discretion of the City, be repaired by or at the expense of the user. The user shall pay all costs and expenses, including reasonable attorneys' fees, which may arise or accrue to the City through its efforts to repair

or recover expenses for the repair of the damage to the lines, meters or other equipment of the City water system or Public Works Department.

13.01.470 Water Use by Contractors.

The Public Works Department may permit use of water from fire hydrants by contractors of public work, or by public utilities that are engaged in work on public streets, subject to the conditions of this chapter. A charge shall be paid in advance for use of water from fire hydrants which shall be set by the City Council by Resolution.

13.01.480 Maintenance and Control of Public Fire Hydrants.

Public fire hydrants are the property of the City of Calexico and are under the control of and shall be kept by the Public Works Department. Private fire hydrants on private property shall be kept in repair by the private property owner.

13.01.490 Drawing of Water from Fire Hydrants.

- A. Unauthorized Use. It shall be unlawful for any person, except a member of the Fire Department, Public Works Department or other authorized City employee in the scope of employment, to open or use water from a fire hydrant, or to take off the cap without permission from the Public Works Department, or to remove the cap by using any wrench other than the wrench made specifically for that purpose.
- B. Permit Required. No person other than a duly authorized employee of the City shall use water from, or connect any apparatus to, a fire hydrant, nor shall any person remove, obliterate, deface, or obstruct any permit. Any permit, wrench, connecting apparatus, valve, hose, or other apparatus attached to a fire hydrant in violation of this Section shall be subject to confiscation by the City.

13.01.500 Use of Water Service During Fire.

In the event of a fire within the City, a fireman or employee of the Public Works Department may order that all valves, taps and property stops connected to the plumbing systems of any property supplied with water service be closed and remain closed until the fire is extinguished.

13.01.510 Fire Sprinkler System Inspections.

Every customer receiving water from the Public Works Department through a fire sprinkler system for the purpose of fire protection which is not metered shall at all

reasonable times permit the Public Works Department, Fire Department or other authorized employee to enter the premises and building for examination of pipes and fixtures to ensure that the system is maintained only for fire protection. Refusal by such customer shall result in refusal of water supply from the Public Works Department until such permission is granted.

13.01.520 Private Fire Service Water Mains, Sprinkler Systems and Fire Service Storage Tanks.

- A. Sprinkler and Fire Service Connections. No connection for a sprinkler or private fire service main shall be permitted unless application therefore has been made to and granted by the Public Works Department and approved by the Fire Department and City Building Official. In no instance shall any connection be made with any sprinkler or private fire service main without the written consent of the Public Works Department. Should it be found that any unauthorized connection has been made, or that any water has been used from a sprinkler or private fire service main for any other purpose than extinguishing a fire, or that a waste of water is permitted from such connection through leaks in the pipes or fixtures, the water service may be discontinued until a meter prescribed by the Public Works Department has been installed at the expense of the customer. Fire sprinkler systems and fire service connections shall be installed with a detection meter of a size and type approved by the City Engineer.
- B. Financial Responsibility. The furnishing, installation, maintenance and inspection of all meters and services, checks, bypasses, valves, piping, etc., necessary for the installation and operation of sprinkler systems and fire services shall be at the expense of the customer.
- C. Insurance Services Office Guidelines. Fire protection systems shall be provided in accordance with Insurance Services Office (ISO) guidelines.
- D. Ground Storage Reservoirs or Fire Pumps. When ground storage reservoirs or fire pumps are installed on private property, such pumps shall discharge into a fire system approved by the Public Works Department, Fire Department and City Building Official. An approved check valve shall be installed in the owner's fire service between the point where the pump discharges into such service and the connection of such fire service to the City water mains to prevent backflow from the fire pump into the City distribution system. The water in such fire storage tanks will be maintained in a potable condition and subject to periodic inspection by Public Works Department personnel. Such tanks and water quality shall be maintained in compliance with the standards and requirements of the State Department of Health and the City. Such tanks shall not be of the pressure type. The delivery of City water to the tank shall be above the tank flow line with a one foot air gap. The supply line to this tank shall not be controlled by a quick acting valve which will cause water hammer in the distribution system. Water tanks

shall be equipped with an overflow pipe at least twelve (12) inches below the City inlet pipe. The overflow pipe shall be protected as to prevent access of insects, birds, or animal life into the reservoir. The pipe shall be at least two (2) inches in diameter larger than the inlet supply line from the City distribution system. Such storage tank shall be provided with a drainpipe and valve for easy drainage of the tank. The drain pipe may not be connected to the City sanitary sewer system.

13.01.530 Purpose of City Water Backflow Prevention and Cross-Connection Program.

The purpose of the City's water backflow prevention and cross connection program is to:

- A. Protect City Water System. Protect the public potable water supply of the City of Calexico from the possibility of contamination or pollution by isolating within the customer's internal distribution system(s) or customer's private water system(s) such contaminants or pollutants that could backflow into the public water system.
- B. Eliminate Water Cross Connections or Potential Water Cross Connections. Promote the elimination or control of existing water cross connections, actual or potential, between the customer's in-plant potable water system(s) and non-potable water systems, plumbing fixtures, and industrial piping systems.
- C. Cross-Connection Program. Provide for the maintenance of a continuing program of cross-connection control that will systematically and effectively prevent the contamination or pollution of all potable water systems.

13.01.540 Water Cross Connections and Potential Water Cross Connection Prohibited.

The installation or maintenance of a water cross connection or potential water cross connection is prohibited. Any such cross connection or potential cross connection now existing or hereafter installed is hereby declared a public health hazard and a public nuisance and shall be abated immediately. Water service will be discontinued to any premises upon failure to comply with the provisions of this chapter. For protection of the City's water supply from backflow, furnishing of water service shall be contingent upon the customer providing cross connection control approved by the City of Calexico.

13.01.550 Responsibility for City Backflow Prevention and Cross Connection Program.

The City Engineer and Public Works Department shall be responsible for the protection of the public water system from contamination or pollution due to the backflow of

contaminants or pollutants through any water service connection. The City Engineer and Public Works Department shall determine the type, design, layout and location of backflow prevention devices required at each premises.

13.01.560 Responsibility of Owner and Customer for Water Cross Connections, Potential Cross Connections and Backflow Prevention.

The owner or customer shall be responsible for protection of the public water supply system from contamination due to backflow or back-siphonage of contaminants through the owner's or customer's water service connection. If, in the judgment of the City Engineer or Public Works Department or their authorized representatives, an approved backflow prevention device is necessary for the safety of the public water supply system, the City Engineer or the Public Works Department shall give notice to the owner or customer to install such approved backflow prevention device at each service connection to the premises. The owner or customer shall immediately install such approved device or devices at his or her own expense. Failure, refusal or inability on the part of the consumer to install such device or devices immediately shall constitute grounds for discontinuing water service to the premises until such device or devices have been installed. The City Engineer or Public Works Department may require the consumer to submit a cross-connection inspection report to the City to assist in determining whether or not service line protection will be required.

13.01.570 Water Backflow Prevention and Cross-Connection Program.

The City of Calexico shall protect the public water supply from contamination by implementation of a backflow prevention and cross-connection control program. The program, or any portion thereof, may be implemented (1) directly by the City of Calexico, (2) by contract with a private firm or organization, (3) by means of a contract with the local health agency, or (4) with another agency approved by the local health agency. Calexico's cross-connection control program shall be for the purpose of addressing the requirements of Sections 7585 through 7605 of the California Code of Regulations, Title 17, Division 1, Chapter 5, Group 4. It includes, but is not limited to, the following:

- A. Rules and Regulations. The adoption of operating rules, regulations, ordinances And resolutions to implement the cross-connection program.
- B. Surveys. The conducting of surveys to identify water user premises where cross connections or potential cross connections are likely to occur.
- C. Backflow Protection. The provision of backflow protection by the water user at the user's connection or within the user's premises or both.
- D. Cross-Connection Specialist. The provision of at least one person trained in cross connection control to carry out the cross-connection program.

- E. Testing. The establishment of a procedure or system for testing backflow preventers.
- F. Records. The maintenance of records of locations, tests, and repairs of backflow prevention devices.

13.01.580 Investigations by Public Works Department.

It shall be the duty of the Public Works Department and its authorized representatives to cause surveys and investigations to be made of residential, commercial and industrial and other properties served by the public water supply to determine whether actual or potential hazards to the public water supply may exist. Such surveys and investigations shall be made a matter of public record and shall be repeated at least every two (2) years or as often as the inspector shall deem necessary. Records of such surveys shall be maintained and available for review for a period of at least five (5) years.

13.01.590 Right to Enter Premises.

The approved cross-connection control device inspector shall have the right to enter at any reasonable time any property served by a connection to the public water supply or distribution system for the purpose of verifying the presence or absence of cross connections and that the inspector or his or her authorized agent shall have the right to enter at any reasonable time any property served by a connection to the public water supply or distribution system for the purpose of verifying information submitted by the customer regarding the required cross-connection control inspection. On demand, the owner, lessee or occupants of any property so served shall furnish to the inspector any information which he or she may request regarding the piping system or systems or water use on such property. The refusal of such information when demanded shall, within the discretion of the inspector, be evidence of the presence of improper connections as provided in this Chapter.

13.01.600 Evaluation of Water User Health Hazards.

The City of Calexico shall evaluate the degree of potential health hazard to the public water supply which may be created as a result of conditions existing on a user's premises. The City of Calexico, however, shall not be responsible for abatement of cross connections which may exist within a water user's premises. As a minimum, the evaluation should consider (1) the existence of cross connections, (2) the nature of materials handled on the property, (3) the probability of backflow occurring, (4) the degree of piping system complexity and (5) the potential for piping system modification. Special consideration shall be given to the premises of the following types of users:

- A. Hazardous Substances, Hazardous Materials, Biological Wastes, Biological

By-Products, Processing Fluids or Industrial Fluids. Premises where hazardous substances, hazardous materials, biological wastes, biological by-products, processing fluids or industrial fluids harmful to health are handled under pressure or in a manner which could permit their entry into the public water system. This includes chemical or biological processing waters and water from public water supplies which have deteriorated in sanitary quality.

- B. Auxiliary Water Supply. Premises having an auxiliary water supply, unless the auxiliary supply is accepted as an additional source by the City of Calexico and is approved by the local health agency.
- C. Internal Cross Connections. Premises that have internal cross-connections that are not abated to the satisfaction of the City of Calexico or health agency.
- D. Restricted Entry Areas. Premises where cross connections are likely to occur and entry is restricted so that cross-connection inspections cannot be made with sufficient frequency or on sufficiently short notice to assure that cross connections do not exist.
- E. History of Cross Connections. Premises having a repeated history of cross connections being established or re-established.

13.01.610 User Supervisor.

The health agency and the City of Calexico, may at their discretion, require an industrial water user to designate a user supervisor when the water user's premises have a multi-piping system that conveys various types of fluids, some of which may be hazardous and where changes in the piping system are frequently made. The user supervisor shall be responsible for the avoidance of cross-connections during the installation, operation and maintenance of the water user's pipelines and equipment.

13.01.620 Approval of Backflow Prevention Devices.

Backflow prevention devices required by this Chapter shall have passed laboratory and field evaluation tests performed by a recognized testing organization which have demonstrated their competency to perform such tests to the Department of Health Services (DHS).

13.01.630 Type and Construction of Backflow Prevention Devices.

- A. Air-Gap Separation (AG) Backflow Prevention Device. An Air-Gap Separation (AG) Backflow prevention device shall be at least double the diameter of the

supply pipe, measured vertically from the flood rim of the receiving vessel to the supply pipe; however, in no case shall this separation be less than one (1) inch.

- B. Reduced Pressure Principle (RP) Backflow Prevention Device. A required reduced pressure principle (RP) backflow prevention device shall, as a minimum, conform to the AWWA Standard C506-78 (R83) adopted on January 28, 1978 for Reduced Pressure Principle Type Backflow Prevention Devices which is herein incorporated by reference.
- C. Double Check Valve Assembly (DC) Backflow Prevention Device. A required Double Check Valve Assembly (DC) Backflow Prevention Device shall, as a minimum conform to the AWWA Standard C506-78 (R83) adopted on January 28, 1978 for Double Check Valve Type Backflow Prevention Devices which is herein incorporated by reference.

13.01.640 Determination and Inspection of Backflow Prevention Devices.

The Public Works Department or City Engineer or their authorized representatives shall determine the type, design and layout of backflow prevention devices required at each premises. All devices shall be installed at the expense of the customer. The backflow prevention devices shall be inspected, tested and approved by the City Engineer or the Public Works Department or their authorized representatives as a condition of water service to the premises. The backflow prevention devices shall be inspected, tested and approved by the City Engineer or Public Works Department as a condition of service to the premises. If in the judgment of the Public Works Department or City Engineer, an approved backflow prevention device is required at the water service connection for the protection of the water system, the Public Works Department or City Engineer or their authorized representative shall give notice in writing to the consumer, and the notice shall direct the consumer to install an approved backflow assembly at specific locations on his or her premises. Failure, refusal or inability on the part of the customer to install the backflow prevention assembly, shall constitute grounds for discontinuing water service to the premises until such requirements have been met.

13.01.650 Location of Backflow Prevention Devices.

- A. Air-Gap Separation Backflow (AG) Prevention Device. An Air-Gap Separation (AG) Backflow Prevention Device shall be located as close as practical to the user's connection and all piping between the user's connection and the receiving tank shall be entirely visible unless otherwise approved in writing by the City of Calexico and the health agency.
- B. Reduced Pressure Principle (RP) Backflow Prevention Device. A Reduced Pressure Principle (RP) Backflow Prevention Device shall be located as close as practical to the user's connection and shall be installed a minimum of twelve inches (12") above grade and not more than thirty-six inches (36") above grade

as measured from the bottom of the device and with a minimum of twelve inches (12") side clearance.

- C. Double Check Valve Assembly (DC) Backflow Prevention Device. A Double Check Valve Assembly (DC) Backflow Prevention device shall be located as close as practical to the user's connection and shall be installed above grade, if possible, and in a manner where it is readily accessible for testing and maintenance.

13.01.660 Minimum Backflow Prevention Protection Required.

The type of protection that shall be provided to prevent back flow into the public water supply shall be determined by the City of Calexico and be commensurate with the degree of hazard that exists on the consumer's premises. The type of protective device that may be required (listed in an increasing level of protection) includes: Double Check Valve Assembly (DC) Backflow Prevention Device, Reduced Pressure Principle (RP) Backflow Prevention Device and an Air-Gap Separation (AG) Backflow Prevention Device. The water user may choose a higher level of protection than required by the City of Calexico. The minimum types of backflow protection required to protect the public water supply, at the water user's connection with various degrees of hazard, are given below. Situations not covered below shall be evaluated on a case-by-case basis and the appropriate backflow protection shall be determined by the City of Calexico.

- A. Sewage, Hazardous Substances, Hazardous Materials, Biological Wastes, Biological By-Products, Processing Fluids, or Industrial Fluids.
 - 1. Minimum Protection: Air-Gap Separation (AG) Backflow Prevention Device. Premises where hazardous substances, biological wastes or biological byproducts, processing fluids or industrial fluids or any other objectionable or toxic substances are handled in a fashion as to create an actual or potential hazard to the public water system. This does not include a single-family residence that has a sewage lift pump.
 - 2. Minimum Protection: Reduced Pressure Principle (RP) Backflow Prevention Device. Premises where there are irrigation systems into which fertilizers, herbicides, or pesticides are, or can be, injected.
- B. Auxiliary Water Supplies.
 - 1. Minimum Protection: Air-Gap Separation (AG) Backflow Prevention Device. Premises where there is an unapproved auxiliary water supply which is interconnected with the public water system. A Reduced Pressure Principle (RP) Backflow Prevention Device or Double Check Valve Assembly (DC) Backflow Prevention Device may be provided in lieu of an Air Gap (AG) Backflow Prevention Device if approved by the City of Calexico.

2. Minimum Protection: Reduced Pressure Principal (RP) Backflow Prevention Device. Premises where there is an unapproved auxiliary water supply and there are no interconnections with the public water system. A Double Check Valve Assembly (DC) Backflow Device may be provided in lieu of a Reduced Pressure Principle (RP) Backflow Prevention Device if approved by the City of Calexico.

C. Recycled Water.

1. Minimum Protection: Air-Gap Separation (AG) Backflow Prevention Device. Premises where the public water system is used to supplement the recycled water supply.
2. Minimum Protection: Reduced Pressure Principal (RP) Backflow Prevention Device. Premises where recycled water is used other than as allowed in Paragraph Section 13.01.660(C)(3), and there is no interconnection with the potable water system.
3. Minimum Protection: Double Check Valve Assembly (DC) Backflow Prevention Device. Residences using recycled water for landscape irrigation as part of an approved dual plumbed-use area.

D. Fire Protection Systems.

1. Minimum Protection: Double Check Valve Assembly (DC) Backflow Prevention Device. Premises where the fire system is directly supplied from the public water system and there is an unapproved auxiliary water supply on or to the premises (not interconnected).
2. Minimum Protection: Air-Gap Separation (AG) Backflow Prevention Device. Premises where the fire system is supplied from the public water system and interconnected with an unapproved auxiliary water supply. A Reduced Pressure Principal (RP) Backflow Prevention device may be provided in lieu of an Air-Gap Separation (AG) Backflow Prevention Device if approved by the City of Calexico.
3. Minimum Protection: Double Check Valve Assembly (DC) Backflow Prevention Device. Premises where the fire system is supplied from the public water system and where either elevated storage tanks or fire pumps which take suction from private reservoirs or tanks are used.
4. Minimum Protection: Double Check Valve Assembly (DC) Backflow Prevention Device. Premises where the fire system is supplied from the public water supply and where recycled water is used in a separate piping system within the same building.

- E. Restricted Entry Areas Minimum Protection: Reduced Pressure Principal (RP) Backflow Prevention Device. Premises where entry is restricted so that inspections for cross connections cannot be made with sufficient frequency or at sufficiently short notice to assure that water cross connections do not exist.
- F. History of Water Cross Connections Minimum Protection: Reduced Pressure Principal (RP) Backflow Prevention Device. Premises where there is a repeated History of cross connections being established or re-established.
- G. Substances Objectionable, but Not Hazardous to Health Minimum Protection: Double Check Valve Assembly (DC) Backflow Prevention Device. Premises where there is water or a substance that would be objectionable, but not hazardous to health, if introduced into the water system.

13.01.670 Contamination Costs and the Consumer.

The water customer or consumer shall be responsible for back siphoned material or contamination through backflow, if contamination of the potable water supply system occurs through an illegal cross connection or an improperly installed, maintained or repaired device, or a device which has been bypassed, shall bear the cost of clean-up of the potable water supply system.

13.01.680 Lawn Sprinkler Backflow Prevention Specifications.

- A. Backflow Prevention Device Required. A lawn sprinkler system connected to residential, commercial or industrial premise shall be equipped with an approved backflow prevention device placed between the sprinkler stop and waste valve and the first sprinkler outlet. The approved backflow prevention device shall be placed at a height as provided in the applicable City plumbing code. The stop and waste valve and approved backflow prevention device shall be in the sprinkler line after it branches from the water service pipe or building plumbing.
- B. Installation. The stop and waste valve for a lawn sprinkler shall be at the same depth as the water service pipe. However, the lawn sprinkler system may be laid to a lesser depth at the option of the owner. Such additional stop and waste valves, as are required to properly drain the sprinkler piping shall also be installed. All backflow prevention devices shall be inspected by an authorized City employee prior to utilization of the system. Water service may be refused on existing lawn sprinkler systems which are not equipped with a stop and waste valve and an approved backflow prevention device.

13.01.690 Testing and Maintenance of Backflow Prevention Devices.

- A. Responsibility. It shall be the duty of the water user at any premises on which

backflow prevention devices are installed to have these devices maintained, inspected, tested and repaired in accordance with the directives of the Public Works Department or City Engineer.

- B. Maintenance. The City of Calexico shall assure that adequate maintenance and periodic testing are provided by the water user to ensure their proper operation.
- C. Tester Competency. Backflow prevention devices shall be tested by persons who have demonstrated their competency in testing of these devices to the City of Calexico or health agency.
- D. Inspection and Testing. Backflow prevention devices shall be inspected and tested at least annually or more frequently if determined to be necessary by the health agency or the City of Calexico. When devices are found to be defective, they shall be repaired or replaced in accordance with the provisions of this chapter. Any defects found in any backflow device shall be corrected by the customer within three (3) days. Failure to correct such defects is cause for discontinuance of water service.
- E. Testing Timing. Backflow prevention devices shall be tested immediately after they are installed, relocated, or repaired and not placed in service unless they are functioning as required.
- F. Testing Notification. The City of Calexico shall notify the water user when testing of backflow preventers is needed. The notice shall contain the date when the test must be completed.
- G. Testing Reports. Reports of testing and maintenance shall be maintained by the City of Calexico for a minimum of three (3) years.

13.01.700 Violations and Penalties for Water Cross Connections, Potential Cross Connections and Backflow Prevention Regulations.

- A. Deny or Discontinue Service. The City shall deny or discontinue, after reasonable notice to the occupants thereof, the water service to any premises wherein any backflow prevention device required by the City is not installed, tested, maintained and repaired in a manner acceptable to the City, or if it is found that the backflow prevention device has been removed or bypassed, or if an unprotected cross-connection exists on the premises, or if a low pressure cut-off required by these regulations is not installed and maintained in working order.
- B. Compliance Required. Water service to such premises shall not be restored until the consumer has corrected or eliminated such conditions or defects in conformance with these regulations and to the satisfaction of the City, and the required reconnection fee is paid.

- C. No Liability. Neither the City nor its agents or assigns, shall be liable to any customers of the City for any injury, damages or lost revenues which may result from termination of said customer's water supply in accordance with the terms of this ordinance, whether or not said termination of the water supply was with or without notice.
- D. Cleanup Costs. The water customer or consumer responsible for back-siphoned material or contamination through backflow, if contamination of the potable water supply system occurs through an illegal cross connection or an improperly installed, maintained or repaired device, or a device which has been bypassed, must bear the cost of cleanup of the potable water supply system.
- E. Notice. Any person found to be violating any provision of this Chapter shall be served with written notice stating the notice of the violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violation.
- F. Fines and Penalties. Any person violating any of the provisions of this Chapter In addition to the fine provided, shall become liable to the City for any expense, loss or damage occasioned by the City by reason of such violation, whether the same was caused before or after notice.

13.01.710 Enforcement.

It shall be the duty of the Police Department, Fire Department and all other departments and employees to give vigilant aid to the Public Works Department in the enforcement of the provisions of this Chapter.

13.01.720 Severability.

If any section, subsection, sentence or clause or phrase of this chapter is, for any reason held to be unconstitutional, void or unlawful, such decision shall not affect the validity of the remaining portions of this Chapter.

Section 3. Except as expressly modified pursuant to this Ordinance, all provisions of the Calexico Municipal Code shall remain unmodified and in full force and effect.

Section 4. The City Clerk shall certify to the passage and adoption of this Ordinance, and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council at which the same is passed and adopted. This ordinance shall be in full force and effect thirty (30) days after its final passage and adoption, and within fifteen (15) days after its final passage, the City Clerk shall cause it to be published in a newspaper of general circulation.

First read at a regular meeting of the City Council held on the _____ day of _____ , 2014 and adopted and ordered published at a regular meeting of said Council on the ___ day of _____ , 2014.

PASSED, APPROVED AND ADOPTED this ___ day of __ , 2014.

John Moreno, Mayor

ATTEST:

Garbriela T. Garcia, City Clerk

APPROVED AS TO FORM:

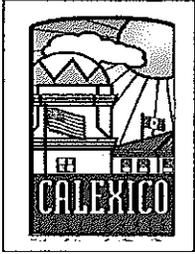
Jennifer Lyon
City Attorney

APPROVED AS TO CONTENT:

Richard N. Warne
Interim City Manager

**AGENDA
ITEM**

18



AGENDA STAFF REPORT

DATE: October 7, 2014

TO: Mayor and City Council

PREPARED BY: Jennifer M. Lyon, City Attorney *(at the request of Council)*

SUBJECT: Consideration of a Resolution to Extend the Employment Agreement Between the City of Calexico and Interim City Manager Richard N. Warne for an Additional Six Months with Terms to be Agreed Upon by the Parties

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Recommendation:

It is recommended that the City Council consider the extension and consider the terms.

Background:

The City Council met on June 24, 2014 and appointed Richard N. Warne as Interim City Manager. The Council approved the initial employment agreement with Interim City Manager Warne on July 1, 2014.

Discussion & Analysis:

The current employment agreement with Interim City Manager Warne expires on December 31, 2014. Council can consider extending the agreement for an additional six months to expire on June 30, 2015 with terms to be agreed upon by the City Council and Interim City Manager Warne.

Fiscal Impact:

Salary in the amount of \$15,143 per month (the last salary of the prior City Manager) and various medical, dental, and optical benefits as provided to management employees.

Attachments:

1. Resolution to Extend the Employment Agreement Between the City of Calexico and Interim City Manager Richard N. Warne for an Additional Six Months with Terms to be Agreed Upon by the Parties.
2. Ordinance No. 1134 Adopted December 6, 2011: An Ordinance of the City Council of the City of Calexico Amending Chapter 202 "CITY MANAGER" of the Calexico Municipal Code.
3. Memorandum from Interim City Manager Richard N. Warne with Suggested Employment Agreement Amendments.
4. Current Employment Agreement.



RESOLUTION NO. 2014-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALEXICO APPROVING THE EXTENSION OF THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF CALEXICO AND INTERIM CITY MANAGER RICHARD N. WARNE FOR AN ADDITIONAL SIX MONTHS WITH TERMS TO BE AGREED UPON BY THE PARTIES

WHEREAS, the City of Calexico is a General Law city subject to all applicable state laws, including Government Code sections 36505 and 36506, which require appointive officers to "hold office during the pleasure of the City Council," and

WHEREAS, Calexico Municipal Code section 2.02.010 makes the office of the City Manager an appointed office; and

WHEREAS, on June 24, 2014, the City Council appointed Mr. Richard N. Warne as the Interim City Manager and on July 1, 2014 approved his employment agreement; and

WHEREAS, the current employment agreement expires on December 31, 2014 and the parties wish to extend the agreement an additional six months to end on June 30, 2015.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CALEXICO, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. The City Council finds and determines that each of the findings set forth above are true and correct.

SECTION 2. The City Council hereby approves an extension of the employment agreement with Interim City Manager Warne for an additional six months to expire on June 30, 2015 with the following terms/modifications: _____. The Council authorizes the Mayor to execute the at-will extended Employment Agreement.

JOHN MORENO, MAYOR

ATTEST:

GABRIELA GARCIA, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL) SS.
CITY OF CALEXICO)

I, GABRIELA GARCIA, CITY CLERK OF THE CITY OF CALEXICO, DO HEREBY CERTIFY THAT THE ABOVE FOREGOING RESOLUTION NO. 14-__, WAS DULY PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CALEXICO ON THIS 7th DAY OF OCTOBER 2014 BY THE FOLLOWING VOTE TO WIT:

AYES:
NOES:
ABSENT:

GABRIELA GARCIA, CITY CLERK

SEAL

Ordinance No. 1134

**AN ORDINANCE OF THE COUNCIL OF THE
CITY OF CALEXICO AMENDING CHAPTER 2.02 "CITY MANAGER" OF THE
CALEXICO MUNICIPAL CODE**

WHEREAS, the Council ("Council") of the City of Calexico adopted Ordinance 1090 in 2009 to modify several provisions within Chapter 2.02 including a provision that allows the City Council to remove a city manager with three votes; and

WHEREAS, in order to allow for individual contracts with city managers to allow for a different vote requirement if the specific city council and city manager negotiate something different than what Chapter 2.02 requires, the following amendment is necessary.

**NOW THEREFORE, THE COUNCIL OF THE CITY OF CALEXICO HEREBY
ORDAINS AS FOLLOWS:**

SECTION 1: Section 2.02.220 "Removal from office—Vote—Notice" shall be amended to read as follows:

"Unless specifically provided otherwise in an individual employment agreement, the city council may remove the city manager by a three-member vote with or without cause, subject only to the notice provisions in the Ralph M. Brown Act. "

SECTION 2: This ordinance will take effect thirty (30) days after the date of its passage and adoption.

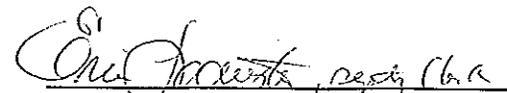
SECTION 3: If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remainder of the Ordinance. The Council hereby declares that it would have adopted this Ordinance, and each section, subsection, sentence, clause, phrase or portion hereof, irrespective of that fact that any one or more sections, subsections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

SECTION 4. The City Clerk shall certify to the adoption of this Ordinance and shall cause this ordinance, or a summary thereof, to be published as required by law.

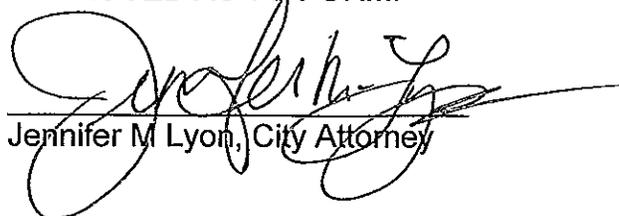
PASSED, APPROVED AND ADOPTED this 6th day of December, 2011.


Luis J. Castro
Mayor

ATTEST:

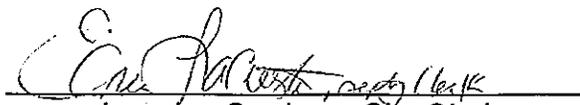

Lourdes Cordova
City Clerk

APPROVED AS TO FORM:


Jennifer M. Lyon, City Attorney

I, Lourdes Cordova, City Clerk of the City of Calexico and ex-officio Clerk of the Council, do hereby certify under penalty of perjury that the foregoing is a true and correct copy of Ordinance No. 1134 that was duly and regularly introduced at a meeting of said City Council held on November 22, 2011 and was adopted by said City Council at a regular meeting held on December 6, 2011, by the following vote:

AYES: CASTRO, ROMERO, HURTADO, HODGE, MORENO
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE


Lourdes Cordova, City Clerk



CITY OF CALEXICO

608 Heber Avenue
Calexico, CA 92231
Tel: 760.768.2110
Fax: 760.768.2103
www.calexico.ca.gov

TO: Mayor and City Council

FROM: Richard N. Warne, Interim City Manager *RW*

DATE: October 7, 2014

SUBJECT: Resolution of the City Council of the City of Calexico Approving the Extension of the Employment Agreement Between the City of Calexico and Interim City Manager Richard N. Warne for an Additional Six Months with Terms to be Agreed upon by the Parties.

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Mayor Moreno indicated that the City Council wished to extend my contract for another six months. Attached you will find my input on a contract extension. I believe that there needs to be mutual commitment by all parties.

I am not asking for any additional compensation, but feel that some additional security as outlined in the draft contract amendment would be fair and appropriate due to the unstable political environment that exists in Calexico. I am not asking for more than the City Council has given to previous city managers.

I have done an excellent job for you since my arrival on July 1, 2014, and have brought about cost savings, greater efficiency, increased transparency and needed organizational changes that few people could have done or would have done. I am respected by the employees and the public.

We have only scratched the surface on what needs to be done. We can do much more together for the benefit of the people between now and June 30, 2015. The future of Calexico is bright and has so much potential if we all work together.

I look forward to visiting with you regarding the contract amendment and the things that we have done together during my tenure in Calexico. Thank you for your consideration of the contract amendments and the opportunity to serve you.

Viva Calexico!

Suggested Amendments Draft #2

INTERIM CITY MANAGER EMPLOYMENT AGREEMENT AMENDMENT

This Employment Agreement Amendment, is made and entered into on the 7th day of October 2014 by and between the **CITY OF CALEXICO**, a municipal corporation, hereinafter referred to as “Employer,” and **RICHARD N. WARNE**, hereinafter called “Employee,” all of whom understand as follows:

WHEREAS, Richard N. Warne and the City of Calexico entered into a six-month employment agreement on July 1, 2014; and

WHEREAS, said employment agreement expires on December 31, 2014; and

WHEREAS, Employer desires to employ the services of said Richard N. Warne as Interim City Manager of the City of Calexico for an additional six months; and

WHEREAS, Employee desires to accept employment as Interim City Manager of said City of Calexico until June 30, 2015,

WHEREAS, in consideration of these Recitals and the performance by the Parties of the promises, covenants, and conditions herein contained, the Parties desire to determine certain matters relating to the terms and conditions of the employment of Employee as the Interim City Manager as provided in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Employer hereby agrees to employ Employee as Interim City Manager to perform the functions and duties specified in City Ordinances, and applicable state statutes until June 30, 2015, and to perform other legally permissible and proper duties and functions as the Council shall from time to time assign. Employee will also perform the functions and duties of the Interim Executive Director of the Calexico Community Redevelopment Agency Successor Agency. It is understood and agreed to by and between the parties that Employee’s employment is at-will and Employee is exempt from the City’s Personnel System, Merit System, and/or civil service system and has no property right in his employment.
2. ~~The term of this Agreement shall be for a period of six (6) months commencing July 1, 2014, and shall terminate on December 31, 2014, unless terminated sooner by Employer or Employee pursuant to Sections 3 and/or 4 of this Agreement.~~
2. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the City Council (“Council”) to ~~terminate~~ discontinue the services of Employee at any time with or without cause by a majority vote of four members of the Council at a regular duly scheduled and noticed City Council meeting subject to the terms and conditions of this agreement. Employer agrees not to discontinue the services of the Employee prior to the taking office of the new City Council elected on November 4, 2014 and the completion of the initial contract term. Employee agrees not to resign prior to the taking office of the new City

Suggested Amendments Draft #2

Council elected on November 4, 2014 and the completion of the initial contract term.

3. Employer agrees that Section 2.02.260 of the City Manager Chapter of the Calexico Municipal shall be followed by the Employer. It states that: "Notwithstanding the provisions of this chapter, the city manager shall not be removed from office during or within a period of ninety days next succeeding any general municipal election held in the city, which election a member of the city council is elected. The purpose of this provision is to allow any newly elected member of the city council or a reorganized city council to observe the actions and ability of the city manager in the performance of the powers and duties of his office." Employer and Employee agree that the ninety-day period begins the day after the members of the City Council elected on November 4, 2014 are sworn in.

4. It is understood and agreed to by and between the parties that Employee's employment is at-will, and Employee is exempt from the City's personnel System, Merit System and/or civil service system. Employee has no property right in his employment. Employee acknowledges that no specific notice or hearing requirements are necessary prior to a termination as specified in Ordinance 1090 approved July 7, 2009 (attached hereto as Exhibit "A"). Employee also agrees to submit to a background check and understands that this agreement is contingent upon successful completion of the background check. This agreement may be terminated immediately if Employer discovers something through the background check that would have caused Employer not to enter into this Agreement if that fact had been known prior to entering into this employment agreement with Employee. Employer and Employee agree that the process outlined Sections 2.02.230 through 2.02.250 of the City Manager Chapter of the Calexico Municipal Code below shall apply to the discontinuance of services of the Interim City Manager prior to June 30, 2015.

A. In the case of his intended discontinuance of services by the City Council, the Interim City Manager shall be furnished with a written notice stating the Council's intention to discontinue its Interim City Manager services at least thirty days before the effective date.

B. Within seven days after the delivery to the Interim City Manager of notice required in Section 4A, he may by written notification to the city clerk request a meeting with the City Council. Thereafter the City Council shall fix a time for the meeting which shall be held at its usual meeting place, but before the expiration of the thirty-day period, at which the Interim City Manager shall appear and be heard.

C. In discontinuing the services of the Interim City Manager, the City Council shall use its uncontrolled discretion, and its action shall be final and not depend upon any particular showing or degree of proof at the meeting, the purpose of which is to allow the Interim City Manager to present to the City Council his grounds of opposition to the proposed discontinuance of service.

In the event, the Council wishes to discontinue the services of the Interim City Manager prior to June 30, 2015, the City will continue to pay salary, retirement and medical, dental, prescription and optical benefits for Employee and his dependents until June 30, 2015.

Suggested Amendments Draft #2

5. ~~Nothing in this agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from his position with Employer, subject only to the following: In the event Employee voluntarily resigns his position with Employer before expiration of the aforesaid term of his employment, then Employee shall give Employer two (2) weeks' notice in advance, unless the parties agree otherwise.~~ Employee agrees not to resign from his position as Interim City Manager until June 30, 2015, unless the parties agree otherwise.
6. Employee agrees that to the best of his ability and experience he will at all times, loyally and conscientiously perform all of the duties and obligations either expressly or implicitly required of him by the terms of this Agreement.
7. Employer agrees to pay Employee for his services rendered pursuant hereto at an annual base salary of \$181,708.00, all payable in installments at the same time as other employees of the Employer are paid.
8. Employer agrees to provide certain medical, dental, prescription and optical benefits for Employee and his dependents and to pay the premiums thereon equal to that which is provided all other management employees of Employer. Employee has the option to opt out of the medical, dental and vision plans and be given a monthly health allowance in an amount equivalent to the family rate health allowance given to other employees who have opted out. Employee may utilize the monthly health allowance in the Employer's cafeteria plan if allowed by the City's current policies. Employee has the option to revert back from fully paid benefits to cafeteria plan, or vice-versa, pursuant to existing rules and policies governing the City's cafeteria and medical insurance program.
9. Employee is not entitled to any vacation, sick leave, or administrative leave benefits during the term of this Agreement. Employee is entitled to those paid holidays per calendar year that are provided to all other management employees of Employer.
10. Employer recognizes that certain expenses of a non-personal nature and generally job-affiliated nature could be incurred by Employee, and hereby agrees to reimburse or to pay said general expenses upon receipt of duly executed expenses or petty cash vouchers, receipts, statements or personal affidavits in accordance with the established Council approved policy on reimbursement for general and/or travel expenses of the City.
11. Employee shall ~~be immediately~~ continue to be enrolled, by the Employer, into the California Public Employee Retirement System (PERS) under the formula as allowed by the Public Employees' Pension Reform Act ("PEPRA") based upon Employee's employment history. Employer agrees to contribute an amount equal to that which is provided to other management non-sworn employees of Employer if PEPRA allows for such payment. If not, then Employee and Employer shall pay the contributions as required by PEPRA.
12. Employee is an exempt employee but is expected to engage in those hours of work that are necessary to fulfill the obligations of Employee's position. Employee does not have set hours of work as Employee is expected to be available at all times and shall spend sufficient hours on site to perform Employee's duties.

Suggested Amendments Draft #2

13. Employer will defend, hold harmless, and indemnify Employee against any tort, professional liability claim or demand, and any other legal actions arising out of an alleged act or omission occurring in the performance of Employee's duties as Interim City Manager, except those arising out of Employee's willful misconduct. This section shall survive the termination of this Agreement.
14. Employee shall not engage in any business or transaction or have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships or close business, personal, or political associations. Employee is subject to the conflict of interest provisions in the California Government Code and any conflict of interest code(s) applicable to the City. Employee is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements at the time of appointment and at the time of separation from the position.
15. The City Council and Employee shall jointly define goals and performance objectives which they determine necessary for the proper operation of the City in the attainment of the City Council's policy objectives. The City Council and Employee shall establish the relative priority among the various goals and objectives. The City Council may conduct an evaluation of the Employee's performance when it deems necessary to discuss any concerns or direction in performance.
16. Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, first class postage prepaid, addressed as follows, or to such other address as may be subsequently furnished by either party in writing:

City:

Attn:

Mayor
City of Calexico
608 Heber Avenue
Calexico, CA 92231

City Manager:

Richard N. Warne
74384 Rocky Road
Twenty-Nine Palms, California 92277

Alternatively, notices required pursuant to this agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

18. Abuse of Office. Any payment Employee may receive as paid leave pending an administrative investigation, as funds for the legal criminal defense of Employee, or as any cash settlement related to the termination of Employee shall be fully reimbursed to the City if Employee is convicted of a crime involving an abuse of his office or position. "Abuse of office or position" means either of the following:

Suggested Amendments Draft #2

- a. An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.
- b. A crime against public justice, including, but not limited to, a crime described in Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

Nothing in this Section entitles Employee to any of the above listed payments described in this Section. This Section shall be interpreted to comply with the requirements set forth in Government Code Section 52343-52343.4.

This Agreement is binding upon and inures to the benefit of the heirs and personal representatives of Employee.

19. If any provision in this Agreement is held invalid or unenforceable, the remainder of the agreement is not affected and remains valid and enforceable.

20. This Agreement, and the state and local laws it references, constitute the sole and complete agreement between Employer and Employee. Although the state and local laws referenced in this Agreement are subject to change and are binding upon the parties without any written amendment to this Agreement, any other terms of this agreement may not be modified except by written amendment signed by Employee and approved by the City Council.

21. This Agreement shall be interpreted and enforced in accordance with the laws of the State of California and the parties agree that venue shall be in Imperial County, California.

IN WITNESS WHEREOF, the City of Calexico has caused this agreement to be signed and executed on its behalf by its Mayor and duly attested by its City Clerk, and the Employee has signed and executed this agreement, both in duplicate the day and year first above written.

For
Employer: John Moreno, Mayor, City of Calexico

For
Employee: Richard N. Warne

ATTEST:

City Clerk
(Seal)

APPROVED AS TO FORM:

Jennifer M. Lyon, City Attorney

INTERIM CITY MANAGER EMPLOYMENT AGREEMENT

This Agreement, made and entered into on the 1st day of July, 2014 by and between the **CITY OF CALEXICO**, a municipal corporation, hereinafter referred to as “**Employer**,” and **RICHARD N. WARNE**, hereinafter called “**Employee**,” all of whom understand as follows:

WHEREAS, Employer desires to employ the services of said Richard N. Warne as Interim City Manager of the City of Calexico; and

WHEREAS, Employee desires to accept employment as Interim City Manager of said City of Calexico,

WHEREAS, in consideration of these Recitals and the performance by the Parties of the promises, covenants, and conditions herein contained, the Parties desire to determine certain matters relating to the terms and conditions of the employment of Employee as the Interim City Manager as provided in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Employer hereby agrees to employ Employee as Interim City Manager to perform the functions and duties specified in City Ordinances, and applicable state statutes, and to perform other legally permissible and proper duties and functions as the Council shall from time to time assign. Employee will also perform the functions and duties of the Interim Executive Director of the Calexico Community Redevelopment Agency Successor Agency. It is understood and agreed to by and between the parties that Employee’s employment is at-will and Employee is exempt from the City’s Personnel System, Merit System, and/or civil service system and has no property right in his employment.
2. The term of this Agreement shall be for a period of six (6) months commencing July 1, 2014 and shall terminate on December 31, 2014, unless terminated sooner by Employer or Employee pursuant to Sections 3 and/or 4 of this Agreement.
3. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the City Council (“Council”) to terminate the services of Employee at any time with or without cause by a majority vote of the Council. It is understood and agreed to by and between the parties that Employee’s employment is at-will, and Employee is exempt from the City’s personnel System, Merit System and/or civil service system. Employee has no property right in his employment. Employee acknowledges that no specific notice or hearing requirements are necessary prior to a termination as specified in Ordinance 1090 approved July 7, 2009 (attached hereto as Exhibit “A”). Employee also agrees to submit to a background check and understands that this agreement is contingent upon successful completion of the background check. This agreement may be terminated immediately if Employer discovers something through the

background check that would have caused Employer not to enter into this Agreement if that fact had been known prior to entering into this employment agreement with Employee.

4. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from his position with Employer, subject only to the following: In the event Employee voluntarily resigns his position with Employer before expiration of the aforesaid term of his employment, then Employee shall give Employer two (2) weeks' notice in advance, unless the parties agree otherwise.

5. Employee agrees that to the best of his ability and experience he will at all times, loyally and conscientiously perform all of the duties and obligations either expressly or implicitly required of him by the terms of this Agreement.

6. Employer agrees to pay Employee for his services rendered pursuant hereto at an annual base salary of \$181,708.00, all payable in installments at the same time as other employees of the Employer are paid.

7. Employer agrees to provide certain medical, dental, prescription and optical benefits for Employee and his dependents and to pay the premiums thereon equal to that which is provided all other management employees of Employer. Employee has the option to opt out of the medical, dental and vision plans and be given a monthly health allowance in an amount equivalent to the family rate health allowance given to other employees who have opted out. Employee may utilize the monthly health allowance in the Employer's cafeteria plan if allowed by the City's current policies. Employee has the option to revert back from fully paid benefits to cafeteria plan, or vice-versa, pursuant to existing rules and policies governing the City's cafeteria and medical insurance program.

8. Employee is not entitled to any vacation, sick leave, or administrative leave benefits during the term of this Agreement. Employee is entitled to those paid holidays per calendar year that are provided to all other management employees of Employer.

9. Employer recognizes that certain expenses of a non-personal nature and generally job-affiliated nature could be incurred by Employee, and hereby agrees to reimburse or to pay said general expenses upon receipt of duly executed expenses or petty cash vouchers, receipts, statements or personal affidavits in accordance with the established Council approved policy on reimbursement for general and/or travel expenses of the City.

10. Employee shall be immediately enrolled, by the Employer, into the California Public Employee Retirement System (PERS) under the formula as allowed by the Public Employees' Pension Reform Act ("PEPRA") based upon Employee's employment history. Employer agrees to contribute an amount equal to that which is provided to other management non-sworn employees of Employer if PEPRA allows for such payment. If not, then Employee and Employer shall pay the contributions as required by PEPRA.

11. Employee is an exempt employee but is expected to engage in those hours of work that are necessary to fulfill the obligations of Employee's position. Employee does not have set

hours of work as Employee is expected to be available at all times and shall spend sufficient hours on site to perform Employee's duties.

12. Employer will defend, hold harmless, and indemnify Employee against any tort, professional liability claim or demand, and any other legal actions arising out of an alleged act or omission occurring in the performance of Employee's duties as Interim City Manager, except those arising out of Employee's willful misconduct. This section shall survive the termination of this Agreement.

13. Employee shall not engage in any business or transaction or have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships or close business, personal, or political associations. Employee is subject to the conflict of interest provisions in the California Government Code and any conflict of interest code(s) applicable to the City. Employee is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements at the time of appointment and at the time of separation from the position.

14. The City Council and Employee shall jointly define goals and performance objectives which they determine necessary for the proper operation of the City in the attainment of the City Council's policy objectives. The City Council and Employee shall establish the relative priority among the various goals and objectives. The City Council may conduct an evaluation of the Employee's performance when it deems necessary to discuss any concerns or direction in performance.

15. Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, first class postage prepaid, addressed as follows, or to such other address as may be subsequently furnished by either party in writing:

City:	Attn:	Mayor City of Calexico 608 Heber Avenue Calexico, CA 92231
City Manager:		Richard N. Warne 74384 Rocky Road Twenty-Nine Palms, California 92277

Alternatively, notices required pursuant to this agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

16. Abuse of Office- Any payment Employee may receive as paid leave pending an administrative investigation, as funds for the legal criminal defense of Employee, or as any cash settlement related to the

- a. An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.
- b. A crime against public justice, including, but not limited to, a crime described in Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

Nothing in this Section entitles Employee to any of the above listed payments described in this Section. This Section shall be interpreted to comply with the requirements set forth in Government Code Section 52343-52343.4.

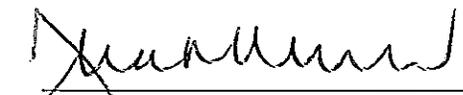
17. This Agreement is binding upon and inures to the benefit of the heirs and personal representatives of Employee.

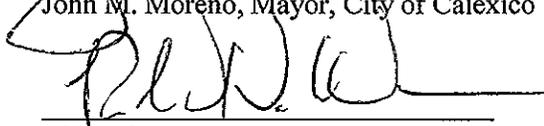
18. If any provision in this Agreement is held invalid or unenforceable, the remainder of the agreement is not affected and remains valid and enforceable.

19. This Agreement, and the state and local laws it references, constitute the sole and complete agreement between Employer and Employee. Although the state and local laws referenced in this Agreement are subject to change and are binding upon the parties without any written amendment to this Agreement, any other terms of this agreement may not be modified except by written amendment signed by Employee and approved by the City Council.

20. This Agreement shall be interpreted and enforced in accordance with the laws of the State of California and the parties agree that venue shall be in Imperial County, California.

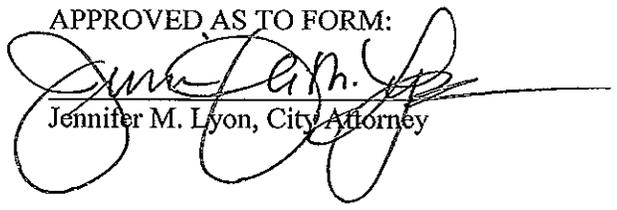
IN WITNESS WHEREOF, the City of Calexico has caused this agreement to be signed and executed on its behalf by its Mayor and duly attested by its City Clerk, and the Employee has signed and executed this agreement, both in duplicate the day and year first above written.

For Employer: 
John M. Moreno, Mayor, City of Calexico

For Employee: 
Richard N. Warne

ATTEST:

Gabriela T. Garcia, Deputy City Clerk
(Seal)

APPROVED AS TO FORM:

Jennifer M. Lyon, City Attorney

Ordinance No. 1090

**AN ORDINANCE OF THE COUNCIL OF THE
CITY OF CALEXICO AMENDING CHAPTER 2.02 "CITY MANAGER" OF THE
CALEXICO MUNICIPAL CODE**

WHEREAS, the Council ("Council") of the City of Calexico adopted Ordinance 1020 in 2005 based upon the specific request of a city manager candidate and a provision in such city manager's contract; and

WHEREAS, such city manager is no longer employed by the City and the Council now wishes to amend Chapter 2.02 to allow for a regular majority vote of the Council to make the decision regarding the city manager's employment; and

WHEREAS, the Council wishes to make further changes to Chapter 2.02 to allow for internal consistency.

**NOW THEREFORE, THE COUNCIL OF THE CITY OF CALEXICO HEREBY
ORDAINS AS FOLLOWS:**

SECTION 1: Section 2.02.220 "Removal from office—Vote—Notice" shall be amended to read as follows:

~~"The city council may remove the city manager by a three-member vote with or without cause, subject only to the notice provisions in the Ralph M. Brown Act. The removal of the city manager shall be only upon a minimum of four of the five three member vote of the whole city council in a regular city council meeting, subject, however, to the provisions of Sections 2.02.230 through 2.02.260 of this chapter. In case of his/her intended removal by the city council, the city manager shall be furnished with a written notice stating the council's intention to remove him/her and the reason therefore at least thirty days before the effective date of his/her removal."~~

SECTION 2: Section 2.02.230 "Removal from office—Hearing" is hereby repealed in its entirety as follows:

~~"Within seven days after the delivery to the city manager of the notice required in Section 2.02.220, he may by written notification to the city clerk request a hearing before the city council. Thereafter, the city council shall fix a time for the hearing which shall be held at its usual meeting place, but before the expiration of the thirty-day period, at which the city manager shall appear and be heard, with or without counsel. (Ord. 640 § 2 (part), 1969; prior code § 1273)"~~

SECTION 3: Section 2.02.240 "Removal from office—Suspension Pending Hearing" is hereby repealed in its entirety as follows:

~~"After furnishing the city manager with written notice of intended removal, the city council may suspend him from duty, but his compensation shall continue until his removal by resolution of the council, passed subsequent to the hearing designated in Section 2.02.230. (Ord. 640 § 2 (part), 1969; prior code § 1274)"~~

SECTION 4: Section 2.02.250 "Removal from office—Discretion of council" shall be amended as follows:

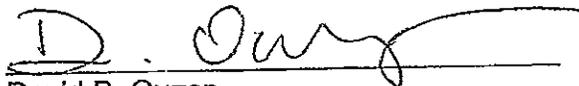
~~"In removing the city manager, the city council shall use its uncontrolled discretion, and its action shall be final and shall not depend upon any particular showing or degree of proof at the hearing, the purpose of which is to allow the city manager to present to the city council his grounds of opposition to his removal prior to its action."~~

SECTION 5: This ordinance will take effect thirty (30) days after the date of its passage and adoption.

SECTION 6: If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remainder of the Ordinance. The Council hereby declares that it would have adopted this Ordinance, and each section, subsection, sentence, clause, phrase or portion hereof, irrespective of that fact that any one or more sections, subsections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

SECTION 7. The City Clerk shall certify to the adoption of this Ordinance and shall cause this ordinance, or a summary thereof, to be published as required by law.

PASSED, APPROVED AND ADOPTED this 7th day of July, 2009.



David B. Ouzan
Mayor

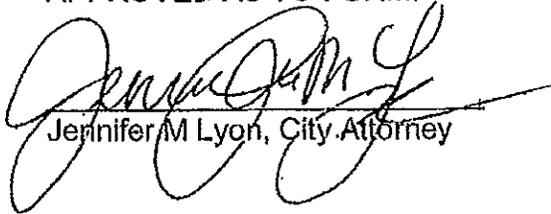
ATTEST:



Lourdes Cordova
Deputy Clerk

City Clerk

APPROVED AS TO FORM:


Jennifer M Lyon, City Attorney

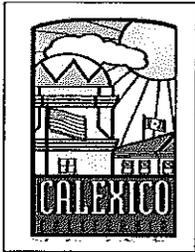
I, Lourdes Cordova, City Clerk of the City of Calexico and ex-officio Clerk of the Council, do hereby certify under penalty of perjury that the foregoing is a true and correct copy of Ordinance No.1090 that was duly and regularly introduced at a regular meeting of said City Council held on June 16, 2009 and was adopted by said City Council at a regular meeting held on July 7, 2009, by the following vote:

AYES: Ouzan, Moreno, Castro
NOES: Fuentes, Romero
ABSENT: None
ABSTAIN: None


Lourdes Cordova, City Clerk

**AGENDA
ITEM**

19



AGENDA STAFF REPORT

DATE: October 7, 2014

TO: Mayor and City Council

APPROVED BY: Richard N. Warne, Interim City Manager

PREPARED BY: John T. Quinn, Finance Director 

SUBJECT: Payroll Overtime Report for August 2014

=====

Recommendation:

Review the Payroll Overtime Report containing the pay periods ending on August 5, 2014 and August 19, 2014.

Background:

The City Council has requested a monthly Payroll Overtime Report.

Discussion & Analysis:

Attached the City Council will find the Payroll Overtime Report for the pay periods ending on August 5, 2014 and August 19, 2014.

Fiscal Impact:

Fiscal impact is outlined on the report.

Coordinated With:

All departments.

Attachment:

1. Payroll Overtime Report for pay period ending August 5, 2014
2. Payroll Overtime Report for pay period ending August 19, 2014



**CITY OF CALEXICO
PAYROLL OVERTIME REPORT
F.Y. 2014-15**

PAY PERIOD #04, Pay Period Ending AUGUST 19, 2014

NON-PUBLIC SAFETY

Fund & Dept Number (New)	Department	FY 2013-14					FY 2014-15				
		FINAL BUDGET	(A) 08/20/13 Total YTD OT & Dble Time (\$1004)	(B) 08/20/13 Total YTD Other Earnings (\$1005)	YTD Remaining Budget Balance	Final Budget	08/19/14 Overtime & Dble Time (\$1004)	(A) Total YTD OT & Dble Time (\$1004)	08/19/14 Other Earnings (\$1005)	(B) Total YTD Other Earnings (\$1005)	YTD Remaining Budget Balance
101 7150	GEN FUND - CITY MANAGER	0	2,443	626	(3,069)	0	2,447	169	591	(3,038)	#DIV/0!
101 7160	GEN FUND - FINANCE ADMIN	0	11,409	559	(11,968)	0	3,308	77	342	(3,650)	#DIV/0!
101 7170	GEN FUND - HUMAN RESOURCES	0	1,059	0	(1,059)	0	1,171	0	0	(1,171)	#DIV/0!
101 7211	GEN FUND - POLICE ADMIN	0	15,630	4,808	(20,438)	0	14,167	667	2,620	(16,787)	#DIV/0!
101 7216	GEN FUND - PARKING FACILITIES	0	1,903	262	(2,165)	0	1,719	60	296	(2,015)	#DIV/0!
101 7217	GEN FUND - ANIMAL CONTROL	0	1,742	225	(1,967)	0	1,892	79	206	(2,098)	#DIV/0!
101 7221	GEN FUND - FIRE ADMIN	0	607	0	(607)	0	687	0	0	(687)	#DIV/0!
101 7240	GEN FUND - EMERGENCY	0	0	0	0	0	0	0	0	0	#DIV/0!
101 7322	GEN FUND - PLANNING	0	1,348	325	(1,673)	0	728	0	7	(736)	#DIV/0!
7323	GEN FUN - ENGINEER	0	0	0	0	0	2,721	138	414	(3,134)	#DIV/0!
101 7330	GEN FUND - BUILDING REG	0	2,184	264	(2,448)	0	2,221	18	31	(2,252)	#DIV/0!
101 7340	GEN FUND - FACILITIES MAINT.	0	906	12	(918)	0	975	0	0	(975)	#DIV/0!
101 7430	GEN FUND - FLEET	0	1,450	38	(1,488)	0	1,659	0	0	(1,659)	#DIV/0!
101 7510	GEN FUND - LIBRARY	0	721	0	(721)	0	797	0	0	(797)	#DIV/0!
101 7540	GEN FUND - CARNEGIE LIB	0	0	0	0	0	0	0	0	0	#DIV/0!
101 7542	GEN FUND - RECREATION	0	2,252	858	(3,110)	0	3,934	178	1,063	(4,997)	#DIV/0!
101 7570	GEN FUND - PARKS	0	364	2	(366)	0	0	0	0	0	#DIV/0!
TOTAL FOR GENERAL FUND 101 ----->		0	44,018	7,979	(51,997)	0	38,427	1,386	5,570	(43,997)	#DIV/0!

(A) = Compares YTD Overtime and Double Overtime
(B) = Compares YTD Other Earnings

**CITY OF CALEXICO
PAYROLL OVERTIME REPORT
F.Y. 2014-15
PAY PERIOD #04, Pay Period Ending AUGUST 19, 2014
NON-PUBLIC SAFETY**

Fund & Dept Number (New)	Department	FY 2013-14				FY 2014-15				YTD Remaining Budget Balance	Percentage Expended	
		FINAL BUDGET	(A) 08/20/13 Total YTD OT & Dble Time (51004)	(B) 08/20/13 Total YTD Other Earnings (51005)	YTD Remaining Budget Balance	Final Budget	08/19/14 Overtime & Dble Time (51004)	(A) Total YTD OT & Dble Time (51004)	08/19/14 Other Earnings (51005)			(B) Total YTD Other Earnings (51005)
209 7420	HWY USE TX - STREETS	0	2,082	1,373	(3,455)	0	447	1,784	263	858	(2,643)	# DIV/0!
511 7520	WTR OP - CUSTOMER SERVICE	0	1,195	0	(1,195)	0	113	468	6	10	(478)	# DIV/0!
511 7710	WTR OP - UTILITY SERV ADMIN	0	1,129	163	(1,292)	0	339	1,575	13	144	(1,719)	# DIV/0!
511 7731	WTR OP - WTR TREATMENT	0	19,666	18,662	(38,328)	0	4,540	15,673	3,002	10,186	(25,859)	# DIV/0!
511 7732	WTR OP - WTR DISTRIBUTION	0	0	0	0	0	1,094	4,236	1,115	7,815	(12,051)	# DIV/0!
554 7736	WSTWTR OP - W/WTR TREATMENT	0	10,524	9,373	(19,897)	0	2,777	8,642	1,453	6,172	(14,815)	# DIV/0!
554 7737	WSTWTR OP - W/WTR COLLECTION	0	0	0	0	0	546	2,541	1,096	6,678	(9,219)	# DIV/0!
803 8000	RDA SUCC - HOUSING GRANTS	0	833	67	(900)	0	0	0	0	0	0	# DIV/0!
820 8000	10-stbg-6702 -HOUSING GRANTS	0	0	0	0	0	0	0	0	0	0	# DIV/0!
830 8000	09-CALHOME-6523-HOUSING GRA	0	0	0	0	0	162	162	0	0	(162)	# DIV/0!
831 8000	06-CALHOME-0206	0	0	0	0	0	0	0	0	0	0	# DIV/0!
840 8000	CDBG-REV LOANS-HOUSING GRNT	0	0	0	0	0	0	0	0	0	0	# DIV/0!
841 8000	HOME-REV LOANS - HOUSING GR	0	0	0	0	0	0	0	0	0	0	# DIV/0!
842 8000	SRRP. REV. LOANS	0	0	0	0	0	0	0	0	0	0	# DIV/0!
843 8000	HELP REV LNS - HOUSING GRNTS	0	0	0	0	0	0	911	0	27	(938)	# DIV/0!
848 8000	10-EDEF-7252 - HOUSING GRNTS	0	0	0	0	0	0	0	0	0	0	# DIV/0!
850 8000	S.C.P.G. - HOUSING GRTS	0	0	0	0	0	0	0	0	0	0	# DIV/0!
997 8000	SUPPORT ALLOC-HOUSING GRANT	0	367	1,060	(1,427)	0	577	1,282	14	20	(1,302)	# DIV/0!
TOTAL FOR NON-GENERAL FUNDS -->		0	35,796	30,698	(66,494)	0	10,595	37,275	6,961	31,911	(69,186)	# DIV/0!
TOTAL FOR NON-SAFETY FUNDS -->		0	79,814	38,677	(118,491)	0	22,057	75,702	8,347	37,481	(113,183)	# DIV/0!

Description	Other Earnings:
*Day differential	*Holiday Overtime
*Call Back	*Service Call
*Standby	*Straight Holiday
*Out Of Class	
Description Overtime:	
1.5 times for working after regular scheduled shift	
Double time	
FLSA Overtime	

(A) = Compares YTD Overtime and Double Overtime
(B) = Compares YTD Other Earnings

**CITY OF CALEXICO
PAYROLL OVERTIME REPORT
F.Y. 2014-15**

PAY PERIOD #04, Pay Period Ending AUGUST 19, 2014

PUBLIC SAFETY

Fund & Dept. Number (New)	Department	FY 2013-14				FY 2014-15				YTD Remaining Budget Balance	Percentage Expended	
		FINAL BUDGET	(A) 08/20/13 Total YTD OT & Dble Time (51004)	(B) 08/20/13 Total YTD Other Earnings (51005)	YTD Remaining Budget Balance	Final Budget	08/19/14 Overtime & Dble Time (51004)	(A) Total YTD OT & Dble Time (51004)	08/19/14 Other Earnings (51005)			(B) Total YTD Other Earnings (51005)
101 7211	GEN FUND - PATROL	0	92,477	12,290	(104,767)	0	26,706	100,305	2,892	17,028	(117,333)	#DIV/0!
218 7211	ASST FOR - PATROL	0	0	0		0					0	#DIV/0!
265 7211	HIDTA - PATROL	0	0	0		0					0	
272 7211	OP STONEGRDN - PATROL	0	0	0		0					0	#DIV/0!
101 7221	GEN FUND - PREVENTION	0	14,643	15,593	(30,236)	0	9,023	28,345	5,860	32,159	(60,503)	#DIV/0!
234 7221	SAFER - FIRE	0	0	0	0	0					0	#DIV/0!
TOTAL FOR SAFETY FUND 101 ----->		0	107,120	27,883	(135,003)	0	35,729	128,650	8,751	49,186	(177,836)	#DIV/0!

Description	Other Earnings:
*Day differential	*Holiday Overtime
*Call Back	*Service Call
*Standby	*Straight Holiday
*Out Of Class	

Description	Overtime:
1.5 times for working after regular scheduled shift	
Double time	
FLSA Overtime	

(A) = Compares YTD Overtime and Double Overtime

(B) = Compares YTD Other Earnings

CITY OF CALEXICO
SUMMARY OF OVERTIME
FISCAL YEAR 2014-15

POLICE SAFETY: OVERTIME BUDGET \$					
PAY PERIOD ENDING	OTHER EARNINGS	OVERTIME (1.5 and 2X)	TOTAL OTHER EARN. & OT	YEAR-TO- DATE	BUDGET BALANCE
07/08/14	\$ 4,286	\$ 20,810	\$ 25,096	\$ 25,096	\$ (25,096)
07/22/14	\$ 3,061	\$ 15,422	\$ 18,483	\$ 43,579	\$ (43,579)
08/05/14	\$ 3,000	\$ 18,862	\$ 21,862	\$ 65,441	\$ (65,441)
08/19/14	\$ 2,892	\$ 26,706	\$ 29,598	\$ 95,039	\$ (95,039)
09/02/14			\$ -	\$ 95,039	\$ (95,039)
09/16/14			\$ -	\$ 95,039	\$ (95,039)
09/30/14			\$ -	\$ 95,039	\$ (95,039)
10/14/14			\$ -	\$ 95,039	\$ (95,039)
10/28/14			\$ -	\$ 95,039	\$ (95,039)
11/11/14			\$ -	\$ 95,039	\$ (95,039)
11/25/14			\$ -	\$ 95,039	\$ (95,039)
12/09/14			\$ -	\$ 95,039	\$ (95,039)
12/23/14			\$ -	\$ 95,039	\$ (95,039)
01/06/15			\$ -	\$ 95,039	\$ (95,039)
01/20/15			\$ -	\$ 95,039	\$ (95,039)
02/03/15			\$ -	\$ 95,039	\$ (95,039)
02/17/15			\$ -	\$ 95,039	\$ (95,039)
03/03/15			\$ -	\$ 95,039	\$ (95,039)
03/17/15			\$ -	\$ 95,039	\$ (95,039)
03/31/15			\$ -	\$ 95,039	\$ (95,039)
04/14/15			\$ -	\$ 95,039	\$ (95,039)
04/28/15			\$ -	\$ 95,039	\$ (95,039)
05/12/15			\$ -	\$ 95,039	\$ (95,039)
05/26/15			\$ -	\$ 95,039	\$ (95,039)
06/09/15			\$ -	\$ 95,039	\$ (95,039)
06/23/15			\$ -	\$ 95,039	\$ (95,039)
Totals	\$ 13,239	\$ 81,800	\$ 95,039		

CITY OF CALEXICO
SUMMARY OF OVERTIME
FISCAL YEAR 2014-15

FIRE SAFETY: OVERTIME BUDGET \$					
PAY PERIOD ENDING	OTHER EARNINGS	OVERTIME (1.5 and 2X)	TOTAL OTHER EARN. & OT	YEAR-TO- DATE	BUDGET BALANCE
07/08/14	\$ 6,494	\$ 4,055	\$ 10,549	\$ 10,549	\$ (10,549)
07/22/14	\$ 5,657	\$ 2,584	\$ 8,241	\$ 18,790	\$ (18,790)
08/05/14	\$ 9,277	\$ 9,517	\$ 18,794	\$ 37,584	\$ (37,584)
08/19/14	\$ 5,860	\$ 9,023	\$ 14,883	\$ 52,467	\$ (52,467)
09/02/14			\$ -	\$ 52,467	\$ (52,467)
09/16/14			\$ -	\$ 52,467	\$ (52,467)
09/30/14			\$ -	\$ 52,467	\$ (52,467)
10/14/14			\$ -	\$ 52,467	\$ (52,467)
10/28/14			\$ -	\$ 52,467	\$ (52,467)
11/11/14			\$ -	\$ 52,467	\$ (52,467)
11/25/14			\$ -	\$ 52,467	\$ (52,467)
12/09/14			\$ -	\$ 52,467	\$ (52,467)
12/23/14			\$ -	\$ 52,467	\$ (52,467)
01/06/15			\$ -	\$ 52,467	\$ (52,467)
01/20/15			\$ -	\$ 52,467	\$ (52,467)
02/03/15			\$ -	\$ 52,467	\$ (52,467)
02/17/15			\$ -	\$ 52,467	\$ (52,467)
03/03/15			\$ -	\$ 52,467	\$ (52,467)
03/17/15			\$ -	\$ 52,467	\$ (52,467)
03/31/15			\$ -	\$ 52,467	\$ (52,467)
04/14/15			\$ -	\$ 52,467	\$ (52,467)
04/28/15			\$ -	\$ 52,467	\$ (52,467)
05/12/15			\$ -	\$ 52,467	\$ (52,467)
05/26/15			\$ -	\$ 52,467	\$ (52,467)
06/09/15			\$ -	\$ 52,467	\$ (52,467)
06/23/15			\$ -	\$ 52,467	\$ (52,467)
Totals	\$ 27,288	\$ 25,179	\$ 52,467		

**CITY OF CALEXICO
PAYROLL OVERTIME REPORT
F.Y. 2014-15
PAY PERIOD #03, Pay Period Ending AUGUST 5, 2014
NON-PUBLIC SAFETY**

Fund & Dept Number (New)	Department	FY 2013-14					FY 2014-15					
		FINAL BUDGET	(A) 08/06/13 Total YTD OT & Dble Time (\$1004)	(B) 08/06/13 Total YTD Other Earnings (\$1005)	YTD Remaining Budget Balance	Final Budget	08/05/14 Overtime & Dble Time (\$1004)	(A) Total YTD OT & Dble Time (\$1004)	08/05/14 Other Earnings (\$1005)	(B) Total YTD Other Earnings (\$1005)	YTD Remaining Budget Balance	Percentage Expended
101 7150	GEN FUND - CITY MANAGER	0	1,783	419	(2,202)	0	843	1,663	117	422	(2,085)	#DIV/0!
101 7160	GEN FUND - FINANCE ADMIN	0	8,797	417	(9,214)	0	857	2,548	58	265	(2,813)	#DIV/0!
101 7170	GEN FUND - HUMAN RESOURCES	0	768	0	(768)	0	291	880	0	0	(880)	#DIV/0!
101 7211	GEN FUND - POLICE ADMIN	0	10,911	3,495	(14,406)	0	3,605	10,263	646	1,953	(12,216)	#DIV/0!
101 7216	GEN FUND - PARKING FACILITIES	0	1,253	169	(1,422)	0	228	1,040	116	236	(1,275)	#DIV/0!
101 7217	GEN FUND - ANIMAL CONTROL	0	755	114	(869)	0	383	1,068	0	128	(1,196)	#DIV/0!
101 7221	GEN FUND - FIRE ADMIN	0	440	0	(440)	0	187	521	0	0	(521)	#DIV/0!
101 7240	GEN FUND - EMERGENCY	0	0	0	0	0	0	0	0	0	0	#DIV/0!
101 7322	GEN FUND - PLANNING	0	976	235	(1,211)	0	179	549	0	7	(557)	#DIV/0!
7323	GEN FUN - ENGINEER	0	0	0	0	0	377	1,136	83	276	(1,412)	#DIV/0!
101 7330	GEN FUND - BUILDING REG	0	1,687	181	(1,868)	0	485	1,736	12	12	(1,748)	#DIV/0!
101 7340	GEN FUND - FACILITIES MAINT.	0	555	0	(555)	0	353	623	0	0	(623)	#DIV/0!
101 7430	GEN FUND - FLEET	0	1,043	0	(1,043)	0	439	1,252	0	0	(1,252)	#DIV/0!
101 7510	GEN FUND - LIBRARY	0	523	0	(523)	0	199	598	0	0	(598)	#DIV/0!
101 7540	GEN FUND - CARNEGIE LIB	0	0	0	0	0	0	0	0	0	0	#DIV/0!
101 7542	GEN FUND - RECREATION	0	1,692	681	(2,373)	0	899	3,089	353	885	(3,973)	#DIV/0!
101 7570	GEN FUND - PARKS	0	364	2	(366)	0	0	0	0	0	0	#DIV/0!
TOTAL FOR GENERAL FUND 101 ---->		0	31,547	5,713	(37,260)	0	9,325	26,965	1,384	4,184	(31,149)	#DIV/0!

(A) = Compares YTD Overtime and Double Overtime
(B) = Compares YTD Other Earnings

**CITY OF CALEXICO
PAYROLL OVERTIME REPORT
F.Y. 2014-15
PAY PERIOD #03, Pay Period Ending AUGUST 5, 2014
NON-PUBLIC SAFETY**

Fund & Dept Number (New)	Department	FY 2013-14				FY 2014-15				YTD Remaining Budget Balance	Percentage Expended	
		FINAL BUDGET	(A) 08/06/13 Total YTD OT & Dble Time (51004)	(B) 08/06/13 Total YTD Other Earnings (51005)	YTD Remaining Budget Balance	08/05/14 Overtime & Dble Time (51004)	(A) Total YTD OT & Dble Time (51004)	08/05/14 Other Earnings (51005)	(B) Total YTD Other Earnings (51005)			
209	7420 HWY USE TX - STREETS	0	1,505	1,141	(2,646)	0	448	1,337	225	596	(1,933)	#DIV/0!
511	7520 WTR OP - CUSTOMER SERVICE	0	841	0	(841)	0	133	355	0	4	(359)	#DIV/0!
511	7710 WTR OP - UTILITY SERV ADMIN	0	816	149	(965)	0	360	1,236	74	131	(1,367)	#DIV/0!
511	7731 WTR OP - WTR TREATMENT	0	13,596	14,284	(27,880)	0	3,808	11,133	2,324	7,185	(18,317)	#DIV/0!
511	7732 WTR OP - WTR DISTRIBUTION	0	0	0	0	0	1,244	3,142	1,619	6,700	(9,842)	#DIV/0!
554	7736 WSTWTR OP - W/WTR TREATMENT	0	6,933	6,679	(13,612)	0	1,875	5,866	1,526	4,719	(10,585)	#DIV/0!
554	7737 WSTWTR OP - W/WTR COLLECTION	0	0	0	0	0	934	1,995	1,974	5,582	(7,577)	#DIV/0!
803	8000 RDA SUCC - HOUSING GRANTS	0	833	67	(900)	0	0	0	0	0	0	#DIV/0!
820	8000 10-stbg-6702 -HOUSING GRANTS	0	0	0	0	0	0	0	0	0	0	#DIV/0!
830	8000 09-CALHOME-6523-HOUSING GRA	0	0	0	0	0	0	0	0	0	0	#DIV/0!
831	8000 06-CALHOME-0206	0	0	0	0	0	0	0	0	0	0	#DIV/0!
840	8000 CDBG-REV LOANS-HOUSING GRNT	0	0	0	0	0	0	0	0	0	0	#DIV/0!
841	8000 HOME-REV LOANS - HOUSING GR	0	0	0	0	0	0	0	0	0	0	#DIV/0!
842	8000 SRRP. REV. LOANS	0	0	0	0	0	0	0	0	0	0	#DIV/0!
843	8000 HELP REV LNS - HOUSING GRNTS	0	0	0	0	0	347	911	0	27	(938)	#DIV/0!
848	8000 10-EDEF-7252 - HOUSING GRNTS	0	0	0	0	0	0	0	0	0	0	#DIV/0!
850	8000 S.C.P.G. - HOUSING GRTS	0	0	0	0	0	0	0	0	0	0	#DIV/0!
850	8006 S.C.P.G. OVERTIME	0	0	0	0	0	0	0	0	0	0	#DIV/0!
997	8000 SUPPORT ALLOC-HOUSING GRANT	0	0	0	0	0	68	705	0	7	(712)	#DIV/0!
TOTAL FOR NON-GENERAL FUNDS -->		0	24,524	22,320	(46,844)	0	9,218	26,680	7,742	24,950	(51,630)	#DIV/0!
TOTAL FOR NON-SAFETY FUNDS -->		0	56,071	28,033	(94,104)	0	18,543	53,645	9,126	29,134	(82,779)	#DIV/0!

Description	Other Earnings:
*Day differential	*Holiday Overtime
*Call Back	*Service Call
*Standby	*Straight Holiday
*Out Of Class	

Description	Overtime:
1.5 times for working after regular scheduled shift	
Double time	
FLSA Overtime	

(A) = Compares YTD Overtime and Double Overtime
(B) = Compares YTD Other Earnings

CITY OF CALEXICO

PAYROLL OVERTIME REPORT

F.Y. 2014-15

PAY PERIOD #03, Pay Period Ending AUGUST 5, 2014

PUBLIC SAFETY

Fund & Dept Number (New)	Department	FY 2013-14				FY 2014-15				YTD Remaining Budget Balance	Percentage Expended	
		FINAL BUDGET	(A) 08/06/13 Total YTD OT & Dble Time (51004)	(B) 08/06/13 Total YTD Other Earnings (51005)	YTD Remaining Budget Balance	08/06/14 Overtime & Dble Time (51004)	(A) Total YTD OT & Dble Time (51004)	08/06/14 Other Earnings (51005)	(B) Total YTD Other Earnings (51005)			
101 7211	GEN FUND - PATROL	0	62,036	9,342	(71,378)	0	18,862	73,599	3,000	14,136	(87,735)	#DIV/0!
218 7211	ASST FOR - PATROL	0				0					0	#DIV/0!
265 7211	HIDTA - PATROL	0				0					0	
272 7211	OP STONEGRDN - PATROL	0				0					0	#DIV/0!
101 7221	GEN FUND - PREVENTION	0	9,454	11,866	(21,320)	0	9,517	19,322	9,277	26,299	(45,621)	#DIV/0!
234 7221	SAFER - FIRE	0				0					0	#DIV/0!
TOTAL FOR SAFETY FUND 101 ---->		0	71,490	21,208	(92,698)	0	28,380	92,921	12,277	40,435	(133,356)	#DIV/0!

Description	Other Earnings:
*Day differential	*Holiday Overtime
*Call Back	*Service Call
*Standby	*Straight Holiday
*Out Of Class	

Description	Overtime:
1.5 times for working after regular scheduled shift	
Double time	
FLSA Overtime	

(A) = Compares YTD Overtime and Double Overtime

(B) = Compares YTD Other Earnings

CITY OF CALEXICO
SUMMARY OF OVERTIME
FISCAL YEAR 2014-15

POLICE SAFETY: OVERTIME BUDGET \$

PAY PERIOD ENDING	OTHER EARNINGS	OVERTIME (1.5 and 2X)	TOTAL OTHER EARN. & OT	YEAR-TO- DATE	BUDGET BALANCE
07/08/14	\$ 4,286	\$ 20,810	\$ 25,096	\$ 25,096	\$ (25,096)
07/22/14	\$ 3,061	\$ 15,422	\$ 18,483	\$ 43,579	\$ (43,579)
08/05/14	\$ 3,000	\$ 18,862	\$ 21,862	\$ 65,441	\$ (65,441)
08/19/14			\$ -	\$ 65,441	\$ (65,441)
09/02/14			\$ -	\$ 65,441	\$ (65,441)
09/16/14			\$ -	\$ 65,441	\$ (65,441)
09/30/14			\$ -	\$ 65,441	\$ (65,441)
10/14/14			\$ -	\$ 65,441	\$ (65,441)
10/28/14			\$ -	\$ 65,441	\$ (65,441)
11/11/14			\$ -	\$ 65,441	\$ (65,441)
11/25/14			\$ -	\$ 65,441	\$ (65,441)
12/09/14			\$ -	\$ 65,441	\$ (65,441)
12/23/14			\$ -	\$ 65,441	\$ (65,441)
01/06/15			\$ -	\$ 65,441	\$ (65,441)
01/20/15			\$ -	\$ 65,441	\$ (65,441)
02/03/15			\$ -	\$ 65,441	\$ (65,441)
02/17/15			\$ -	\$ 65,441	\$ (65,441)
03/03/15			\$ -	\$ 65,441	\$ (65,441)
03/17/15			\$ -	\$ 65,441	\$ (65,441)
03/31/15			\$ -	\$ 65,441	\$ (65,441)
04/14/15			\$ -	\$ 65,441	\$ (65,441)
04/28/15			\$ -	\$ 65,441	\$ (65,441)
05/12/15			\$ -	\$ 65,441	\$ (65,441)
05/26/15			\$ -	\$ 65,441	\$ (65,441)
06/09/15			\$ -	\$ 65,441	\$ (65,441)
06/23/15			\$ -	\$ 65,441	\$ (65,441)
Totals	\$ 10,347	\$ 55,094	\$ 65,441		

CITY OF CALEXICO
SUMMARY OF OVERTIME
FISCAL YEAR 2014-15

FIRE SAFETY: OVERTIME BUDGET \$					
PAY PERIOD ENDING	OTHER EARNINGS	OVERTIME (1.5 and 2X)	TOTAL OTHER EARN. & OT	YEAR-TO- DATE	BUDGET BALANCE
07/08/14	\$ 6,494	\$ 4,055	\$ 10,549	\$ 10,549	\$ (10,549)
07/22/14	\$ 5,657	\$ 2,584	\$ 8,241	\$ 18,790	\$ (18,790)
08/05/14	\$ 9,277	\$ 9,517	\$ 18,794	\$ 37,584	\$ (37,584)
08/19/14			\$ -	\$ 37,584	\$ (37,584)
09/02/14			\$ -	\$ 37,584	\$ (37,584)
09/16/14			\$ -	\$ 37,584	\$ (37,584)
09/30/14			\$ -	\$ 37,584	\$ (37,584)
10/14/14			\$ -	\$ 37,584	\$ (37,584)
10/28/14			\$ -	\$ 37,584	\$ (37,584)
11/11/14			\$ -	\$ 37,584	\$ (37,584)
11/25/14			\$ -	\$ 37,584	\$ (37,584)
12/09/14			\$ -	\$ 37,584	\$ (37,584)
12/23/14			\$ -	\$ 37,584	\$ (37,584)
01/06/15			\$ -	\$ 37,584	\$ (37,584)
01/20/15			\$ -	\$ 37,584	\$ (37,584)
02/03/15			\$ -	\$ 37,584	\$ (37,584)
02/17/15			\$ -	\$ 37,584	\$ (37,584)
03/03/15			\$ -	\$ 37,584	\$ (37,584)
03/17/15			\$ -	\$ 37,584	\$ (37,584)
03/31/15			\$ -	\$ 37,584	\$ (37,584)
04/14/15			\$ -	\$ 37,584	\$ (37,584)
04/28/15			\$ -	\$ 37,584	\$ (37,584)
05/12/15			\$ -	\$ 37,584	\$ (37,584)
05/26/15			\$ -	\$ 37,584	\$ (37,584)
06/09/15			\$ -	\$ 37,584	\$ (37,584)
06/23/15			\$ -	\$ 37,584	\$ (37,584)
Totals	\$ 21,428	\$ 16,156	\$ 37,584		

Department: Police Protection

Month: August 2014

COST		PAID BY (Check Fund)				EXPLANATION OF OVERTIME WORKED THIS MONTH	
	Grant	Gen. Fund	Enterprise Fund	Spc Fund			
1	\$398.00	Grant		Enterprise Fund		Spc Fund	Call Out for Investigations/Follow-Up/Call Back
2	\$33,732.00	Grant		Enterprise Fund	X	Spc Fund	Lack of Manpower-To Cover Staff on Sick Leave/Vacation
3	\$0.00	Grant		Enterprise Fund		Spc Fund	Called Back To Work Due to Emergency
4	\$637.00	Grant		Enterprise Fund	X	Spc Fund	Attended Mandatory Staff Meeting On Day Off
5	\$212.00	Grant		Enterprise Fund		Spc Fund	Mandatory Court Appearance
6	\$0.00	Grant		Enterprise Fund		Spc Fund	OTS
7	\$0.00	Grant	X	Enterprise Fund		Spc Fund	Stone Garden
8	\$827.00	Grant	X	Enterprise Fund		Spc Fund	HITDA
9	\$0.00	Grant		Enterprise Fund		Spc Fund	Asset Forfeiture
10	\$7,509.00	Grant		Enterprise Fund	X	Spc Fund	To Cover Staff - Dispatch coverage and other OT
11	\$1,215.00	Grant		Enterprise Fund	X	Spc Fund	Other - Late Report, Late Arrest, OIC
12	\$10,626.00	Grant		Enterprise Fund	X	Spc Fund	Special Details
\$55,156.00		TOTAL FOR ALL OVERTIME (Totals are approximate average)					

1	7.5 hours for follow-up and call-outs
2	635.5 hours for lack of manpower due to coverage for personnel off on vacation/FMLA/sick leave
3	N/A
4	12 hours for attendance to department meetings, committee meetings
5	4 hours for court appearances
6	N/A
7	N/A
8	16.5 hours for HITDA detail
9	N/A
10	221 hours for dispatch coverage and other non-sworn overtime
11	21 hours for late reports, late arrests and OIC
12	197.5 hours for special details, such as range training, 4th of July event, BG's/interviews on reserves

General Fund Expense:	\$54,329.00
Reimbursable Expense:	\$827.00
Special Funds:	\$0.00

Payperiods covered: August 5, 2014 & August 19, 2014

Public Works Department

Overtime Report Report for the

Month of August 2014	ENTERPRISE FUNDS	JUSTIFICATION
Wastewater Treatment		
		Operator on standby worked the weekend
		Wastewater plant failure alarm "high wet well"
		Reset alarms-R.A.S lift station
		Sewer plant failure alarm-wwtp
		WWTP alarm/ML#5 high level alarm
\$		3,467.12

Wastewater Collection		
		Responded to Six lifstations alarms (Estrada, Andrade, Cabana, Rosas, Kennedy & Camacho)
		Checked variance report at Andrade, Cabana, Copel, la Jolla and Scaroni lifstations
		Sewer plant main lift station 1 short circuit on main panel
		Responded to Estrada and Camacho alarms (2)
		Cabaña and Estrada lifstations alarm
		Andrade and Hwy 98 odor complaint - checked lifstation
		Boder Patrol Lifstation - plugged pump
		Checked variance report at Andrade and Border Patrol lifstations
		Andrade lifstation failure alarm
\$		1,515.78

Water Plant		
		Replaced operator on standby
		Eastside reservoir pump fail
		Replaced operator on standby
		Reset alarms at eastside reservoir
		Change chlorine tank
		Change ammonia tank
		Emergency chlorine alarm at eastside reservoir
		Set up raw reservoir for testing
		Diagnose problem and set up instalation at new sensor plant B level sensor
		Set up raw water generator for test
		Collect lead/Copper
		Storm clarifier c12 room
		Eastside pump failed
		Replaced new carbon motor
		Help to replaced an empty iso cl2 cylinder
\$		4,549.37

Water Distribution		
		Main break - 2nd Street and Blair
		Repaired water line - Community center
		Close manhole at 7th and Andrade
		Repaired water leak - 623 Paseo de su Alteza
		Clean meter box and turn on meter at vincent memorial school
		Emergency turn off-clean meter box and turn off valve at vincent memorial school
		Main break - 215 Blair (alley) and calexico airport
		Emergency water leak at 2178 Clinton
		Emergency turn off 1179 Paseo Conquistador
		Emergency turn off 909 Heber Ave
		Main Break- Addler
\$		1,577.16

\$

11,109.43

