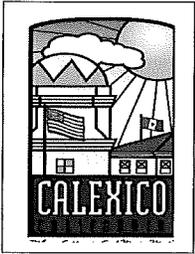


**AGENDA  
ITEM  
3**



# AGENDA STAFF REPORT

**DATE:** July 5, 2016

**TO:** Mayor and City Council

**APPROVED BY:** Armando G. Villa, City Manager

**PREPARED BY:** Armando G. Villa, City Manager

**SUBJECT:** City Council Reorganization:  
Appointment of Mayor/Chairman of the City of Calexico/Calexico  
Community Redevelopment Agency Successor Agency for the  
Year 2016-2017

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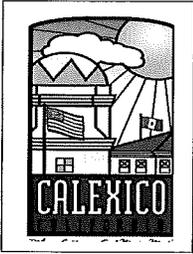
**Recommendation:**

Hold Nominations and Appoint the Mayor/Chairman of the City of Calexico/Calexico  
Community Redevelopment Agency Successor Agency for the Year 2016-2017.

AGENDA  
ITEM  
3

**AGENDA  
ITEM**

**4**



# AGENDA STAFF REPORT

**DATE:** July 5, 2016

**TO:** Mayor and City Council

**APPROVED BY:** Armando G. Villa, City Manager

**PREPARED BY:** Armando G. Villa, City Manager

**SUBJECT:** City Council Reorganization:  
Appointment of Mayor Pro Tem/Vice-Chairman of the City of  
Calexico/Calexico Community Redevelopment Agency Successor  
Agency for the Year 2016-2017

- ❖ Comments by Outgoing Mayor and Mayor Pro Tem.
- ❖ Comments by Incoming Mayor and Mayor Pro Tem.

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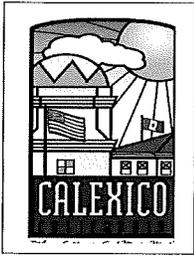
**Recommendation:**

Hold Nominations and Appoint the Mayor Pro Tem/Vice-Chairman of the City of  
Calexico/Calexico Community Redevelopment Agency Successor Agency for the Year  
2016-2017.

AGENDA  
ITEM  
**4**

**AGENDA  
ITEM**

**5**



# AGENDA STAFF REPORT

**DATE:** July 5, 2016  
**TO:** Mayor and City Council  
**APPROVED BY:** Armando G. Villa, City Manager  
**PREPARED BY:** Gabriela T. Garcia, Deputy City Clerk  
**SUBJECT:** Approval of City Council/Calexico Community Redevelopment Agency Successor Agency/Calexico Financing Authority Minutes for Meetings of September 1, 2009, December 15, 2009, June 8, 2005.

=====

**Recommendation:**

Approval of City Council/Calexico Community Redevelopment Agency Successor Agency/Calexico Financing Authority Minutes for Meetings of September 1, 2009, December 15, 2009, June 8, 2005.

**Background:**

In accordance with Municipal Code Section 2.04.070, the City Clerk shall prepare minutes of the proceedings of each City Council Meeting.

**Discussion & Analysis:**

Approval of City Council/Calexico Community Redevelopment Agency Successor Agency/Calexico Financing Authority Minutes for Meetings of September 1, 2009, December 15, 2009, June 8, 2005 have been prepared for City Council review and approval.

**Fiscal Impact:**

None.

**Coordinated With:**

None.

**Attachments:**

Minutes for City Council/Calexico Community Redevelopment Agency Successor Agency/Calexico Financing Authority Minutes for Meeting of September 1, 2009, December 15, 2009, June 8, 2005.



**THE CITY COUNCIL/CALEXICO COMMUNITY REDEVELOPMENT AGENCY MET IN REGULAR SESSION ON THE 1<sup>ST</sup> DAY OF SEPTEMBER, 2009 AT 6:30 PM. AT THE FERNANDO "NENE" TORRES COUNCIL CHAMBERS, 608 HEBER AVENUE, CALEXICO, CA. THE DATE, HOUR AND PLACE DULY ESTABLISHED FOR THE HOLDING OF SAID MEETING.**

**CLOSED SESSION- 5:30 P.M.**

**CALL TO ORDER.**

The Closed Session portion of the agenda was called to order at 5:30 p.m. by Mayor Pro Term John M. Moreno.

**ATTENDANCE.**

Mayor:	David B. Ouzan
Mayor Pro Tem:	John M. Moreno
Councilman:	Luis J. Castro
Councilman:	Daniel F. Romero
Councilman:	Louis Fuentes

The City Council convened into Closed Session at 5:30 p.m. to discuss the following:

**A. CONFERENCE WITH LABOR NEGOTIATORS**

Agency Representatives; Judith Hashem, James Lough, Jennifer Lyon, Victor Carrillo  
Employee Organizations: SEIU/CMEA. Water/Wastewater Operators Assoc.;  
Supervisors Assoc.; Police Officers Assoc.; Fire fighters Assoc. and Unrepresented  
Employees.

**B. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION (3 CASES)**

- (1) Calexico Police Officers Association v. City of Calexico (ECU 05456)
- (2) Calexico Firefighters Association v. City of Calexico (PERB LA-CE-556-M)
- (3) Citizens for Honesty and Integrity in Calexico v. City of Calexico

**C. CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Property: 210 Sheridan  
Agency Negotiators: Jennifer Lyon, Victor Carrillo, Rosalind Guerrero  
Negotiating Party: Imperial Valley Assisted Living Inc.  
Under Negotiation: price and terms of payment

City Attorney reported that Council met in closed session and discussed items A and B, direction was given and no reportable action was taken at this time. Item C will be continued after the regular Council meeting.

**CITY COUNCIL/  
COMMUNITY REDEVELOPMENT AGENCY**

**REGULAR MEETING-6:30 P.M.****CALL TO ORDER.**

The regular meeting portion of the agenda was called to order at 6:30 p.m. by Mayor Ouzan and those present were led in the Pledge of Allegiance by Mayor Pro Tem Moreno.

**ATTENDANCE.**

Mayor:	David B. Ouzan
Mayor Pro Tem:	John M. Moreno
Council Member:	Luis J. Castro
Council Member:	Daniel F. Romero
Council Member:	Louis Fuentes

**APPROVAL OF AGENDA.**

A motion was made by Councilman Fuentes, second by Mayor Pro Tem Moreno and passed unanimously to approve the agenda as presented.

**PRESENTATIONS.**

Imperial Valley Economic Development Corporation, IVEDC (Tim Kelly) item will be postponed for October's meeting.

**ANNOUNCEMENTS/PUBLIC COMMENTS.**

Carla Flores, Founder of Pink Power non-profit organization whose mission is to help cancer patients with financial needs as they go through cancer treatment. Pink Power is hosting its first Gala and is seeking the support of the City of Calexico to advertise event with members of the community.

Amalia De Azlan, Supervisor for Riverside and San Bernardino Census Bureau, announces there are four staff members working for the Imperial County trying to bring down the undercount in the Imperial County. Mrs. De Azlan asks the Council to work with the Census Bureau to recuperate all the undercount and retain millions of dollars from the Federal Government that are being lost.

**CONSENT AGENDA.**

Mayor Pro Tem Moreno requested Item 11 to be pulled out for discussion.

Councilman Fuentes requested Item 7 to be pulled out for discussion.

Councilman Romero requested Items 1 and 12 to be pulled out for discussion.

Motion was made by Councilman Fuentes to approve the rest of the items in the agenda 2, 3, 4, 5, 6, 8, 9, 10, 13, 14 and 15 as follows: Adopt Proclamation declaring September Library Card Sign-Up Month 2009; Adopt Resolution urging U.S. General Services Administration to include more

southbound lanes and to cover the New River as originally planned for the Border Crossing Expansion plan in the City of Calexico; Adopt Resolution in support of providing Federal Funding from 2005 Safe, Accountable, Flexible, Efficient Transportation Equity Act and State Funding from AB 1079 to the State of California for the Development of Strategic Plan Prepared by the California-Mexico Border Relations Council to Assist the City in the Development and Implementation of the New River Improvement Project; Award bid for one new patrol car to Robinson Ford in the amount of \$23,064.10; Award bid proposal to Glendora Dodge, Chrysler and Jeep for the purchase of four (4) GEM Electric Vehicles for the Water Treatment Plant, Wastewater Treatment Plant, Calexico International Airport and General Services Department; Second reading by title only, waive full reading of ordinance adding Chapter 10.58 "Towing Services" Section 10.58.010 inclusive, to Title 10 of the Calexico Municipal Code regarding granting franchise agreements for towing services within the City; Second reading, by title only, waive full reading of ordinance approving a zone change (No. 2007-03) IND Industrial to CN Commercial (Megapark); Second reading by title only, waive full reading of ordinance establishing a preferential parking program for merchants in downtown Calexico and adding Chapter 10.26 downtown preferential parking program to the Calexico Municipal Code (Mayor Ouzan); Authorize Director of General Services to execute an agreement with Dynamica Consulting Engineers for completion of preliminary engineering for the Cole Blvd. (Westside) median improvement project. (SR111 to Van De Graff Ave); LAFCO's request for Jasper Road anticipated right-of-way designation in connection with the Estrella Annexation; Entering into an MOU with the County of Imperial for the purpose of establishing a mutual framework governing the joint funding, maintenance, and operation of a live fire burn trailer primarily funded through FEMA Grant # EMW-2008-FR-00358. Motion was second by Councilman Castro and passed unanimously.

**ITEM NO. 1- APPROVAL OF CITY COUNCIL/RDA MINUTES FOR MARCH 17, 2009 AND JULY 7, 2009.**

Councilman Romero asks for minutes to be approved individually since they are different dates and address different items.

Motion was made by Councilman Romero to Approve City Council/RDA Minutes for March 17, 2009, second by Mayor Pro Tem Moreno and passed unanimously.

Motion was made by Councilman Romero to Approve City Council/RDA Minutes for July 7, 2009, second by Mayor Pro Tem Moreno and passed unanimously.

**ITEM NO. 7- AUTHORIZATION TO ACCEPT BIDS FOR TWO (2) NEW PATROL CARS.  
(STAFF MEMBER: JIM NEUJAHN, POLICE CHIEF).**

Councilman Fuentes requests from Police Chief to consider Dodge brand for upgrading safety patrol cars.

Motion was made by Councilman Fuentes to Accept Bids for two (2) new patrol cars, second by Mayor Pro Tem Moreno and passed unanimously.

**ITEM NO. 11- SECOND READING, BY TITLE ONLY, WAIVE FULL READING OF ORDINANCE AMENDING SECTIONS OF CHAPTER 1.27, AND ADDING A SECTION TO CHAPTER 10.06 OF THE CALEXICO MUNICIPAL CODE RELATED TO APPOINTMENT AND QUALIFICATIONS OF ADMINISTRATIVE HEARING OFFICERS. (MAYOR OUZAN).**

Carlton Hargrave comments he is in opposition of having the Mayor appoint the Administrative Hearing Officer annually. Mr. Hardgrave comments that it takes more than a year for an Administrative Hearing Officer to fully grasp functions and duties of job. Additionally, Mr. Hardgrave mentions that it is against the California Vehicle Code for the Mayor to appoint an Administrative Hearing Officer, thus the agency's head or the City Manager should appoint such position.

Councilman Romero comments he does not support resolution to have the Mayor appoint the Administrative Hearing Officer and that it should be the City Manager who does.

Mayor Pro Tem Moreno comments that the Administrative Hearing Officer is involved in a number of committees and commissions specifically the Police Commission, which could be a conflict of interests for the current Administrative Officer.

Councilman Fuentes motioned for Second reading, by title only, waive full reading of ordinance amending section of Chapter 1.27, and adding a section to Chapter 10.06 of the Calexico Municipal code related to appointment and qualifications of Administrative Hearing Officers. Motion was second by Mayor Ouzan and passed by the following vote to wit:

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

**ITEM NO. 12- AUTHORIZATION TO TAKE ADMISSION'S DAY ON MONDAY, SEPTEMBER 14<sup>TH</sup>, 2009 (ADMISSION'S DAY FALLS ON WEDNESDAY, SEPTEMBER 9<sup>TH</sup>, 2009).**

Motion by Councilman Romero to Authorize Admission's Day on Monday September 14<sup>th</sup>, 2009, second by Councilman Fuentes motion passed unanimously.

**BUSINESS ITEMS.**

**ADOPT FIRST READING BY TITLE ONLY, WAIVE FULL READING OF ORDINANCE REPEALING SECTION 5.92.020 OF CHAPTER 5.92, AMENDING SECTION 9.12.010 OF CHAPTER 9.12 AND REPEALING SECTION 9.12.020 OF CHAPTER 9.12 OF THE CALEXICO MUNICIPAL CODE RELATED TO ENFORCEMENT AGAINST ILLEGAL TAXICAB COMPANIES.**

Motion by Mayor Pro Tem Moreno to Adopt first reading by title only, waive full reading of ordinance repealing section 5.92.020 of Chapter 5.92, amending section 9.12.010 of Chapter 9.12 and repealing section 9.12.020 of Chapter 9.12 of the Calexico Municipal Code related to enforcement against illegal taxicab companies, second by Councilman Fuentes and motion passed unanimously.

**INTRODUCE ORDINANCE, BY TITLE ONLY, WAIVE FULL READING OF ORDINANCE ADOPTING, AMENDING, AND REPEALING OF VARIOUS SECTIONS OF THE CALEXICO MUNICIPAL CODE RELATED TO USER FEE RATES.**

Motion by Councilman Fuentes to Introduce Ordinance, by title only, Waive full reading of Ordinance Adopting, Amending, and Repealing of Various Sections of the Calexico Municipal Code Related to User Fee Rates, second by Councilman Romero, motion passed unanimously.

**BUSINESS IMPROVEMENT DISTRICT (BID) REQUEST TO EXTEND THE PERIOD FOR REMOVAL OF PARKING METERS FROM THE DOWNTOWN AREA THROUGH THE CHRISTMAS HOLIDAYS.**

Ms. Lorena Montes asks council to consider going back to the one quarter meter system as an alternative option against completely taking out all parking meters.

Eduardo Lopez Chairman from the Business Improvement District requests an extension to the two hour free parking to stimulate sales in downtown area until Christmas holidays.

Councilman Fuentes comments on research study to be conducted by SDSU on marketing strategies targeting specific clientele to shop in Calexico.

Mayor Ouzan asks Chief Neujahr how fast can meters be programmed to accept one quarter instead of two quarters.

Police Chief Neujahr comments there is an Ordinance that places fee on meters.

City Attorney Lyon mentions that an emergency ordinance can be placed on the next agenda and can take effect immediately.

Councilman Romero comments that meters are not the problem, but the general bad economy. Councilman Romero suggests for meters to accept dimes and nickels in return for smaller time parking frames.

Motion by Councilman Fuentes to reinstall meters and work with SDSU research, Business Improvement District (BID) and merchants to market businesses and make it a policy to have no parking meters on December, second by Councilman Romero, motioned passed unanimously.

**PUBLIC HEARING TO RESOLVE IMPASSE WITH THE FOLLOWING LABOR GROUPS:**

**A. SEIU/CMEA**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALEXICO UNILATERALLY IMPLEMENTING, PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 3505.4 AND CITY OF CALEXICO RESOLUTION NO. 2204, TERMS AND CONDITIONS OF EMPLOYMENT FOR MEMBERS OF THE CALEXICO MUNICIPAL EMPLOYEES ASSOCIATION.**

Motion by Mayor Pro Tem Moreno for resolution of the City Council of the City of Calexico unilaterally implementing, pursuant to California Government Code Section 3505.4 and City of Calexico Resolution No. 2204 terms and conditions of employment for members of the Calexico Municipal Employees Association, second by Councilman Fuentes, motion passed unanimously.

**B. WATER/WASTEWATER OPERATORS**

**A RESOLUTION OF THE CITY OF CALEXICO, CALIFORNIA, UNILATERALLY IMPLEMENTING PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 3505.4 AND CITY OF CALEXICO RESOLUTION NO. 2204, TERMS AND CONDITIONS OF EMPLOYMENT FOR MEMBERS OF THE CALEXICO WATER/WASTEWATER OPERATORS ASSOCIATION.**

Motion by Councilman Fuentes for resolution of the City of Calexico, California, unilaterally implementing pursuant to California Government Code Section 3505.4 and City of Calexico Resolution No. 2204, terms and conditions of employment for members of the Calexico Water/Wastewater Operators Association, second by Mayor Pro Tem Moreno, motion passed unanimously.

**C. SUPERVISORS**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALEXICO, CALIFORNIA, UNILATERALLY IMPLEMENTING PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 3505.4 AND CITY OF CALEXICO RESOLUTION NO. 2204 TERMS AND CONDITIONS OF EMPLOYMENT FOR MEMBERS OF THE CALEXICO SUPERVISORS ASSOCIATION.**

Motion by Councilman Fuentes for resolution of the City Council of the City of Calexico, California, unilaterally implementing pursuant to California Government Code Section 3505.4 and City of Calexico Resolution No. 2204 terms and conditions of employment for members of the Calexico Supervisors Association, second by Mayor Pro Tem Moreno, motion passed unanimously.

**D. POLICE OFFICERS ASSOCIATION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALEXICO, CALIFORNIA UNILATERALLY IMPLEMENTING, PURSUANT TO**

**CALIFORNIA GOVERNMENT CODE SECTION 3505.4 AND CITY OF CALEXICO RESOLUTION NO. 2204, TERMS AND CONDITIONS OF EMPLOYMENT FOR MEMBERS OF THE CALEXICO POLICE OFFICERS ASSOCIATION.**

Mayor Ouzan tables Item 19 Section D, A resolution of the City Council of the City of Calexico, California unilaterally implementing, pursuant to California Government Code Section 3505.4 and City of Calexico Resolution No. 2204 Terms and Conditions of Employment for members of the Calexico Police Officers Association, for further discussion an extension of two days and will hold Special Meeting to discuss negotiations, second by Mayor Pro Tem Moreno, motion passed unanimously.

*Council took a recess at 8:35 p.m.*

*Council returned from recess at 8:40 p.m.*

**RESOLUTION OF THE CITY COUNCIL FOR EMPLOYER PICK UP OF CALPERS CONTRIBUTIONS. CITY MANAGER'S RECOMMENDATION: IF THE COUNCIL IMPOSES THE REQUIREMENT THAT EMPLOYEES PAY A PORTION OF THE EMPLOYEE CALPERS CONTRIBUTION, THEN ADOPT RESOLUTION.**

Mayor Ouzan tables Item 20, A resolution of the City Council for employer pick up of CALPERS contributions, for further discussion an extension of two days and will hold Special Meeting to discuss negotiations, second by Mayor Pro Tem Moreno, motion passed unanimously.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALEXICO UNILATERALLY IMPLEMENTING TERMS AND CONDITIONS OF EMPLOYMENT FOR MEMBERS OF THE CALEXICO FIRE FIGHTERS ASSOCIATION.**

Mayor Ouzan tables Item 21, A resolution of the City Council of the City of Calexico unilaterally implementing Terms and Conditions of Employment for members of the Calexico Fire Fighters Association, for further discussion an extension of two days and will hold Special Meeting to discuss negotiations, second by Mayor Pro Tem Moreno, motion passed unanimously.

**REMOVAL OF PERSONNEL COMMISSIONER. (MAYOR PRO TEM MORENO)**

Mayor Pro Tem Moreno comments on removal of his Appointee Miguel Ferrer to the Personnel Commission and would like to have it advertised for ten days and place new appointee announcement on next agenda.

**INFORMATION ITEMS**

No video or audio available for this item.

**FUTURE AGENDA ITEMS BY CITY COUNCIL MEMBERS.**

Mayor Pro Tem Moreno requests an ordinance to designate parking area for commercial trucks. Mayor Pro Tem Moreno requests funding to shade bus stop for Imperial Valley College students', area located on Kloke Road on Westside of Calexico.

Councilman Romero requests a local preference ordinance for local businesses that compete on a bid. Councilman Romero proposes a ten percent margin above lowest bid for local business to be awarded bid by Council.

Councilman Fuentes requests to have a presentation on the Special Council Meeting by SDSU on research marketing opportunities to enhance local businesses.

**REDEVELOPMENT AGENCY BOARD****APPROVE REBATE THROUGH STOREFRONT IMPROVEMENT PROGRAM TO LORENZ INSURANCE AGENCY.**

Motion by Mayor Pro Tem Moreno for approval of rebate through storefront improvement program to Lorenz Insurance Agency, second by Councilman Romero, motion passed unanimously

**CLOSED SESSION**

There being no further business in open session. Mayor Ouzan convened in closed session at 8:47 p.m. to discuss pending item.

**D. CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Property: 210 Sheridan

Agency Negotiators: Jennifer Lyon, Victor Carrillo, Rosalind Guerrero

Negotiating Party: Imperial Valley Assisted Living, Inc.

Under Negotiation: Price and Terms of Payment

There is no closed session report available.

**ADJOURNMENT.**

There being no further business, meeting was adjourned.

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David B. Ouzan, Mayor

**ATTEST:**

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Erica LaCuesta, Deputy City Clerk

**THE CITY COUNCIL/CALEXICO COMMUNITY REDEVELOPMENT AGENCY MET IN REGULAR SESSION ON THE 15<sup>TH</sup> DAY OF DECEMBER, 2009 AT 6:30 PM. AT THE FERNANDO "NENE" TORRES COUNCIL CHAMBERS, 608 HEBER AVENUE, CALEXICO, CA. THE DATE, HOUR AND PLACE DULY ESTABLISHED FOR THE HOLDING OF SAID MEETING.**

**CLOSED SESSION- 5:30 P.M.**

**CALL TO ORDER.**

The Closed Session portion of the agenda was called to order at 5:30 p.m. by Mayor Ouzan.

**ATTENDANCE.**

Mayor:	David B. Ouzan
Mayor Pro Tem:	John M. Moreno
Councilman:	Luis J. Castro
Councilman:	Daniel F. Romero
Councilman:	Guillermo Hermosillo

The City Council convened into Closed Session at 5:30 p.m. to discuss the following:

1. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION  
(Subdivision (a) of Section 54956.9) (5 cases)
  - A. Citizens for Honesty and Integrity in Calexico v. City of Calexico (ECU 05244)
  - B. Citizens for Responsible Equitable Environmental Development v. City of Calexico (ECU 05535)
  - C. Chico v. Heffernan Et. Al (ECU05585)
  - D. Orozco V. City of Calexico
  - E. Victoria Place v. Calexico Case NO. ECU04890
2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
Title: City Manager
3. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION INITIATION OF LITIGATION PURSUANT TO GOVT. CODE SECTION 54956.9(C) (1 CASE)

City Attorney reported that Council met in closed session and discussed items 1A through D, direction was given and no reportable action was taken at this time. Item 1E, 2 and 3 will be continued after the regular Council meeting.

**CALEXICO CITY COUNCIL/  
CALEXICO COMMUNITY REDEVELOPMENT AGENCY**

**REGULAR MEETING-6:30 P.M.**

**CALL TO ORDER.**

The regular meeting portion of the agenda was called to order at 6:30 p.m. by Mayor Ouzan and those present were led in the Pledge of Allegiance by City Manager Carrillo

**ATTENDANCE.**

(All Council members were present: Ouzan, Moreno, Castro, Romero and Hermosillo)

**APPROVAL OF AGENDA.**

A motion was made by Mayor Pro Tem Moreno, second by Councilman Hermosillo and passed unanimously to approve the agenda as presented.

**ANNOUNCEMENTS/PUBLIC COMMENTS.**

Bill Hodge, 402 Clark St., Chairman of the Arts Commission and concerned citizen proposed that Police Chief Jim Neujahr hold a public meeting to eliminate concerns of troubling events that have occurred in the past few months regarding the police department. Mr. Hodge would like more transparency and accountability for the public.

**GENERAL COMMENTS BY COUNCIL MEMBERS.**

Mayor Pro Tem Moreno wished everyone happy holidays and a time of good will. Councilmember Moreno commends the City of Calexico and Baja Runners who coordinated with Chamber of Commerce to put on a very good parade.

Councilmember Hermosillo wished everyone happy holidays. Councilmember Hermosillo commented about a press release on the deficient air quality of the Imperial Valley and would like to inquire the federal government about programs for cars who are gross polluters that cross the border and also ask the Mexican government for information on this matter.

Councilmember Romero wished everyone happy holidays and would like to extend his apology for not being in the past reunion due to illness. Councilmember Romero has seen some reports on improvements on Cole Road between Kloke and Dogwood and expressed concerns with the conditions of Cole Road between Highway 111 up to Andrade Avenue and would like to know if it is a City issue or a County issue or State issue to fix.

General Services Director stated there is grant funding put aside to improve Cole Road from Highway 111 to the railroad tracks. The area of concern mentioned by Councilmember Romero will be coming up for funding next year.

Mayor Ouzan wishes everyone happy holidays and a happy New Year. Thanked the City staff and Department Heads for a wonderful job done the past year. He thanked the Chamber of Commerce and Business Improvement District for the wonderful parade.

**PRESENTATIONS.**

Employee of the 4<sup>th</sup> Quarter- Liliana Falomir item will continue for the next meeting

Calexico Neighborhood House Clean-Up and Graffiti Project by Ricardo Ortega, Director gave a brief report on the Clean-Up and Graffiti Project. Mr. Ortega reported that within the past year shelter was provided for 96 homeless women and 192 children. Additionally, he described the shelter replacement project to construct new women's shelter in Calexico. Acquired state deferred loan of 425,000 dollars for construction.

**CONSENT AGENDA.**

Mayor Pro Tem Moreno requested Item 9 to be pulled out for discussion.

Councilmember Romero requested Item 6 to be pulled out for discussion.

Motion was made by Councilmember Romero to approve the Consent Agenda consisting of Items 4, 5, 7, 8, 10, 11 and 12 as follows: Approve City Council minutes for December 1, 2009; Adoption of Resolution Authorizing the City Manager to endorse Agreement for Statewide Prop 84 Park Grant Funds; Authorize Director of Utility Services to File Notice of Completion for the Eastside Water Distribution and Transmission Main Line Project; Authorize the City Manager to sign Tetra Tech Inc. Proposal for Structural and Geotechnical Engineering Services for Code Update to the Plans and Specifications for the Wastewater Treatment Plant Upgrade Project; Adopt the IRS 2010 Standard Mileage Rate of \$0.50 per mile; Approve for Budget Amendment Resolution for Asset Forfeiture Fund #218. Expense will be for purchase of re-stocking of police unit gear/equipment and purchase of police explorer badges; Approve out of state travel for Officer Isaias Navarro to attend a less lethal recertification course in Scottsdale, AZ at Teaser Co. Headquarters on January 11 through 14, 2010. Motion was second by Councilmember Hermosillo and passed unanimously.

**ITEM NO. 6- SECOND READING ORDINANCE REPEALING ORDINANCE NO. 1099 AND CHAPTER 2.07 "CITY COUNCIL- ELIGIBILITY FOR FUTURE CITY EMPLOYMENT", SECTION 2.07.010, IN ITS ENTIRETY AND AMENDING CHAPTER 2.02 BY REINSTATING SECTION 2.02.030.**

Councilman Romero made motion for Item not to pass. Motion died due to lack of second.

Councilman Hermosillo motioned for approval of Second Reading of the Ordinance Repealing Ordinance No. 1099 and Chapter 2.07 "City Council- Eligibility for Future City Employment", Section 2.02.030. Motion was second by Mayor Ouzan and passed by the following vote to wit:

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

**ITEM NO. 9- AUTHORIZE CITY MANAGER TO SIGN AN AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR ENGINEERING CONSULTING SERVICES FOR REPLACEMENT OF STREET LIGHTS WITH SOLAR POWERED LIGHTS PROJECT.**

Mr. Estrada gave update on replacement of lights with solar energy powered lights. There are twenty four lights to be replaced with solar energy lighting, funding that is leftover will be used for solar lights in bus stops.

City attorney Jennifer Lyon clarified that the motion will have City of Calexico standard professional services agreement because Kimley-Horn and Associates, Inc. contract is attached.

A motion was made by Mayor Pro Tem Moreno, seconded by Councilman Guillermo Hermosillo and passed unanimously to authorize City Manager to Sign an Agreement with Kimley-Horn and Associates, Inc. for Engineering Consulting Services for Replacement of Street Lights with Solar Powered Lights Project.

**BUSINESS ITEMS.**

City Manager Carrillo requested items 13 and 14 to be pulled from agenda as a result of what was discussed in closed session. Councilmembers concurred with pulling items 13 and 14 from agenda.

**CHARTER CITIES- CITY MANAGER TO PROVIDE INFORMATION.**

City Manager Carrillo gave a brief presentation on what a charter city form of government is, its benefits and what it might mean for the future governance of the City of Calexico. A city's charter is a unique document, which to some extent acts like a constitution for the city adopting it, it can only be adopted, amended or repealed by a majority vote of a city's voters. The primary advantage of a city's charter is that it allows greater authority for city governance than that provided by State law. For example, a city may tailor its organization and elective offices taking into account the unique local conditions and needs of the community.

The California Constitution gives cities the power to become charter cities. Charter cities have supreme authority over municipal affairs and city's law concerning a municipal affairs and will trump a State law covering the same topic. Cities who have not adopted a charter are considered general law cities and are bound by the State's general law.

The charter city provision is based on the principal that the city rather than the state is in the best position to know the needs of its residents and knows best how to satisfy those needs, thus maximizing local control. The California League of Cities position advocates cities to become a charter city to restore and protect local control of accountability, elections, City Council Members, allocation of funding, projects and prevailing wage requirements.

To become a charter city, a city must adopt a charter. There are two ways to adopt a charter. One, the city's voters elect a charter commission. The commission has the responsibility of drafting and debating the charter. Second, the governing board of the city, on its own motion, drafts the charter. In either case, the charter is not adopted until it is ratified by a majority vote of city's voters.

Direction was given for City Manager Carrillo to follow-up with conference calls with other city managers who have experience with Charter Cities, to get the pros and cons and what the efforts were to make it successful on the ballot if the Council chooses to go this direction. City Manager Carrillo states he will invite Catherine Hill, Public Affairs Manager for California League of Cities for a formal presentation. The potential next step will be to select a Task Force of community stakeholders and two council members to conduct a feasibility study on the benefits of a charter city. Then conduct public meetings to gain public input. City Manager Carrillo will continue to explore options.

**HERMOSILLO'S APPOINTMENT TO THE ARTS COMMISSION, BEAUTIFICATION COMMISSION, ECONOMIC DEVELOPMENT COMMISSION, BUSINESS IMPROVEMENT DISTRICT, PERSONNEL COMMISSION, PLANNING COMMISSION, POLICE COMMISSION AND RECREATION COMMISSION**

Councilman Hermosillo appointed the following:

Arts Commission: Hildy Carrillo

Beautification Commission: Mario Alvarado

Economic Development Commission: Erick Ortega

Business Improvement Commission District: Eduardo Lopez

Personnel Commission: None.

Planning Commission: Eduardo Lopez

Police Commission: Lorenzo Calderon

Recreation Commission: Yolanda Vernal

Library Award: Carina Tabarez

Housing Authority: Not advertised. None.

**MORENO'S APPOINTMENTS TO BEAUTIFICATION, POLICE AND PERSONNEL COMMISSIONS**

Mayor Pro Tem Moreno appointed the following:

Beautification Commission: Armando Real

Police Commission: Fernando Garcia

Personnel Commission: Doctor Gilbert Mendez

**ROMERO'S APPOINTMENT TO PERSONNEL COMMISSION**

Councilman Romero did not have any appointment. Item will be revisited next meeting.

**AFFIRMATION OF CASTRO'S APPOINTEE TO THE PLANNING COMMISSION**

Councilman Castro repeated name of person appointed for planning commission last meeting Ulises Cardenas.

**RESOLUTION TO AMEND TRAVEL AND EXPENSE REIMBURSEMENT POLICIES**

A motion was made by Councilman Romero to approve a Resolution to Amend Travel and Expense Reimbursement Policies, motion was second by Councilman Hermosillo and passed anonymously.

**PUBLIC HEARING.**

*Councilman Guillermo Hermosillo left the Chambers at 6:52 p.m. due to conflict of interest on the topic to be discussed.*

**CONSIDER APPEAL TO THE DENIAL BY THE CITY OF CALEXICO PLANNING COMMISSION OF CUP 2009-04-PLAZOLA AND SONS.**

City Manager Carrillo states this item is a Conditional Use Permit Number 2009-04 involving Plazola and Sons, the applicant, it is a public hearing to consider an appeal to the denial by the City of Calexico Planning Commission of Conditional Use Permit. The Council has two options, to either sustain the Planning Commission decision of disapproval with the adoption of resolution or the Council can elect to approve the proposal and overturn the Planning Commission decision and then the following action will need to be taken for a motion to adopt the applicable findings and conditions under City Council resolution.

*Public Hearing opened at 6:54 p.m.*

City Attorney Jennifer Lyon stated that the applicant has the burden of proof because they appealed the Planning Commission's decision and recommends that if the applicant wants to speak and those in favor of the applicants position, which will be overturning the Planning Commission's decision, speak first because they have the burden to change what happened at the Planning Commission level. Public hearing will start with those in favor of the CUP and granting the project.

In favor of bar coming to Calexico, Ricardo Plazola states that when he bought the property the zoning was commercial and industrial not residential. Mr. Plazola acquired signatures and phone numbers from all the neighbors who are in accordance with the establishment of the sports bar. The sports bar will serve beer and wine no hard liquor. Mr. Plazola states he has paid property taxes, insurance and mortgage and is undergoing economic hardship due to lack of property renters and therefore wants to diversify property by creating a bar.

In favor of bar coming to Calexico, Tony Tirado resident of Calexico, appeals overturn of the decision of the Planning Commission. Everything in Herold, Sherman and Emmerson Avenue is commercial and industrial. Mr. Tirado states Mr. Plazola is in the proper zoning and not violating any City law. Mr. Plazola came in good faith to the Planning Commission because of economic problems due to properties he cannot rent. Additionally, Mr. Plazola has paid the big mortgage,

insurance and property taxes and he wants to diversify and bring revenue to the city. Mr. Tirado asks the Councilmembers to support Mr. Plazola's business in the City of Calexico.

Against project, Chief Police Jim Neujahr points out that the intersection between Sherman and Herold Avenue where the new business will be located is in close proximity of residences. The only separation between the business and the residences is a brick wall. Noise will carry over the wall and into the apartments and residences and there are houses to the north that face Herold Avenue. Although the zoning is correct the problem is the compatible uses for the land. Chief Neujahr appeals businesses cannot be put anywhere, there are various considerations that need to be taken into account. Establishments that have on-sale alcohol should have difficulty placing businesses near residences. Chief Neujahr understands residents have given permission to proceed with project, but the problem is the changing conditions. Even if renters of a property give permission now for such project, as far as public safety goes, in order to defend the people that come later after the current renters have changed and new people are living under different conditions, it is important to protect the future renters as well as the current renters' interests. Chief Neujahr is not one-hundred percent opposed to the project, he believes it is something that can be established with stringent regulation. The CUP must go through tough guidelines in order for it to be consistent within the same zone.

*Public Hearing closed at 7:09 p.m.*

City Attorney Jennifer Lyon, would like to add or revise a few WHERE AS to the resolution that is pre-drafted if the Council is going to take action to approve it. Based on the testimony that was presented by the applicant as well as Mr. Tirado, the applicant has presented a letter from near-by neighbors that shows that they are in agreement that the use is compatible and that they would want the bar to be there. Also, with the conditions that staff has proposed that are part of the pre-drafted resolution that would help mitigate the conditions and keep this use in conformance with the nearby uses, as well as the information that this is the consistent zoning of nearby establishments are commercial in nature, it would meet the standards and finings in Calexico municipal code 17.01.540 and they will be met. This language will be added to the recitals in the pre-drafted resolution that Council will take action.

Motion was made by Mayor. Ouzan for City Council to draw a resolution of approval in support of establishment of business and second by Daniel F. Romero and passed by the following vote to wit:

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

### **INFORMATION ITEMS.**

Mayor Ouzan states informational items 22 through 24 were provided to all Council members. Councilmembers acknowledge receipt of Information Items.

**FUTURE AGENDA ITEMS BY CITY COUNCIL MEMBERS.**

Mayor Ouzan advised Council Members to submit future agenda items to be discussed at the January 5, 2010 City Council meeting before December 18, 2009.

**CLOSED SESSION**

There being no further business in open session, Mayor Ouzan convened in closed session at 7:15 p.m. to discuss pending items as follows:

1. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION  
(Subdivision (a) of Section 54956.9 (1 case)  
E. VICTORIA PLACE V. CALEXICO CASE NO. ECU04890
2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
Title: City Manager
3. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION  
INITIATION OF LITIGATION PURSUANT TO GOVT. CODE SECTION 54956.9(C)  
(1 Case)

There is no closed session report available.

**ADJOURNMENT.**

There being no further business, meeting was adjourned.

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David B. Ouzan, Mayor

**ATTEST:**

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Lourdes Cordova, City Clerk

**THE CITY COUNCIL/COMMUNITY REDEVELOPMENT AGENCY BOARD MET IN REGULAR SESSION ON THE 8<sup>TH</sup> DAY OF JUNE, 2005 AT 6:30 P.M. IN THE CITY HALL COUNCIL CHAMBERS, 608 HEBER A VENUE, CALEXICO, CA. THE DATE, HOUR AND PLACE DULY ESTABLISHED FOR THE HOLDING OF SAID MEETING.**

**CALL TO ORDER**

The meeting was called to order at 6:30 p.m. by Mayor Perrone and those present were Jed in the Pledge of Allegiance.

**ATTENDANCE**

Mayor: Alex Perrone  
Mayor Pro Tem: Lewis Pacheco  
Councilman: John R. Renison  
Councilwoman: Carmen Durazo  
Councilman: David B. Ouzan

**APPROVAL OF AGENDA**

A motion was made by Councilman Ouzan, seconded by Councilman Renison and passed unanimously to approve the agenda as presented.

**ANNOUNCEMENTS/PUBLIC COMMENTS**

Ms. Patricia Mendez Leon asked the council to reconsider the replacement they chose for her seat on the Personnel Commission. She also stated that she was in favor of having a hospital in Calexico and supported Mr. Falcon and Perrone.

**GENERAL COMMENTS BY CITY COUNCIL I RDA BOARD MEMBERS**

Councilwoman Durazo requested an update on the Carnegie and Cultural Arts Center projects. She also requested that the park on Andrade and Second Street have the lights replaced.

Councilman Ouzan asked staff to contact the appropriate agency to help control the mosquito population in the City. He also asked if drinking fountains can be placed throughout the city in areas of high pedestrian traffic.

Mayor Pro Tem Pacheco requested an update on the Fire Fighter recruiting. He was informed by staff that twelve applicants were tested and would undergo additional testing within one week.

Councilman Renison requested that we actively pursue residents to take part in the casino discussions. He also suggested that gifts of land donated to the City be secured in writing.

Mayor Perrone announced he would be attending the designation of Carnegie Library as a Historical site by the State of California.

**CONSENT AGENDA**

A motion was made by Councilman Ouzan, seconded by Councilman Renison and passed unanimously to approve City Council/RDA minutes for May 17th, 2-5; Planning Commission minutes for April 25th and May 9th, 2005; Financial Report for quarter ending March 31, 2005; Claim Rejections for Arroyo v. City; Gonzalez v. City; Garcia v. City; Authorization to file Notice of Completion on the Andrade Lift station project; Authorization to issue a letter of release for the subdivision improvement performance bond, subdivision labor and material bond, and monument bond for Bravo Victoria subdivision Unit No. 3; Authorization to award bid for the Water Treatment Plant Chemical Bids Fiscal Year 2005/2006; Surplus Property Declaration; Approval of Agreement for Consulting Services between David Taussig and Associates and City; Resolution of support for Senate Bill 387-New River Legislation; Resolution declaring intention to establish the City of Calexico Community Facilities District No. 2005-1 (Hearthstone) and to levy a special tax therein to finance the acquisition and construction of certain public facilities and the payment of certain fees and the provision of city services in and for such community facilities district; Resolution declaring intention to incur a bonded indebtedness to finance the acquisition and construction of certain public facilities and the payment of certain fees in and for the provision of city services in and for such community facilities district; Resolution declaring intention to incur a bonded indebtedness to finance the acquisition and construction of certain public facilities and the community facilities district No. 2005-1 (Hearthstone); Second reading of Ordinance re: eliminating the time limit on establishment of loans, advances and indebtedness, extending the time limit of the effectiveness of the Redevelopment Plan, extending the time limit for payment of indebtedness and receipt of taxes under the Redevelopment Plan for the Merged Central Business District and Residential Redevelopment Project Area.

**REQUEST FROM HEFFERNAN MEMORIAL HOSPITAL DISTRICT TO APPROVE THE CALLING FOR A SPECIAL ELECTION FOR NOVEMBER 2005 TO CONSIDER THE RETENTION OF THE ½ CENT SALES TAX FOR THE PURPOSE OF PROVIDING MEDICAL CARE SERVICES.**

Motion was made by Councilman Renison, seconded by Councilman Ouzan and passed unanimously to provide direction to bring a business plan to the next meeting.

**AUTHORIZATION TO NEGOTIATE FUNDING FOR AMBULANCE SERVICE.**

Motion was made by Councilman Renison, seconded by Councilwoman Durazo and passed unanimously to provide direction to move forward with negotiations.

**CITY/RDA ITEM:****CALEXICO ARMORY FACILITY USE PLAN.**

There is no audio or minutes for this item.

**APOINTMENT TO HOUSING AUTHORITY BOARD OF COMMISSIONERS.**

Council appointed Mr. Frank Garcia.

**CITY MANAGER'S REPORT**

There is no audio or minutes for this item.

**CLOSED SESSION.**

Council met in closed session to discuss the following:

CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION-Initiation of litigation pursuant to subdivision (c) of Section 54956.9 (2 cases)

CONFERENCE WITH LABOR NEGOTIATORS-Government Code 54957.6-Agency designated representatives: Marlene Best, City Manager; Jim Lough, Assistant City, Attorney; A.J. Gaddis, Human Resources Director; Veronica Alvarado, Finance Director; Employee Organizations: CMEA, Supervisors Assoc., Wastewater/Water Operators Assoc.

There is no report available for closed session.

**ADJOURNMENT**

There being no further business, meeting was adjourned.

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Alex Perrone, Mayor

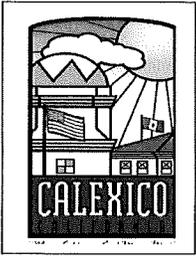
**ATTEST:**

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Erica Lacuesta, Deputy City Clerk

**AGENDA  
ITEM**

**6**



# AGENDA STAFF REPORT

**DATE:** July 5th, 2016

**TO:** Mayor and City Council

**APPROVED BY:** Armando Villa, City Manager

**PREPARED BY:** Eduardo Gutierrez, Acting Finance Director 

**SUBJECT:** Warrants from June 17th to June 24th 2016 & City Salaries & Benefits from June 11th to June 24<sup>th</sup> 2016

=====

**Recommendation:**

Approve the Affidavit of Warrants from June 17th to June 24th, 2016 & City Salaries & Benefits from June 11th to June 24<sup>th</sup> 2016.

**Background:**

The City Council approves the Acting Finance Director's Affidavit of Warrants.

**Discussion & Analysis:**

Attached is a list of claims paid. These warrants have been reviewed and audited by the Calexico Acting Finance Director. His affidavit is attached to this report.

**Fiscal Impact:**

Total disbursement is \$802,015.93 Included on this amount:  
\$233,963.11 for warrants from 6/17/16 – 06/24/16  
\$568,052.82 City Salaries and Benefits from 6/11/16 to 6/24/16

**Coordinated With:**

All Departments.

**Attachment:**

1. Affidavit of Warrants for 6/17/16 to 06/24/16
2. City Salaries & Benefits from 6/11/16 to 6/24/16





# City of Calexico

## Finance Department

608 HEBER AVENUE

• CALEXICO, CA 92231 •

(760) 768-2130

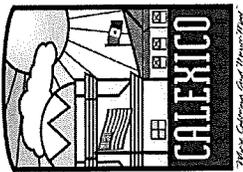
### AFFIDAVIT

I, Eduardo Gutierrez, Acting Finance Director do hereby declare and certify that the claims against the City of Calexico are from June 17th to June 24<sup>th</sup>, 2016, and City Salaries & Benefits are from June 11th to June 24<sup>th</sup>, 2016 totaling in the amount of \$802,015.93 are a valid and audited record of the purchases and reimbursements, and to the best of my knowledge, are a complete and accurate reflection of the bi-weekly warrants paid.

Date: 6/28/16

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

Eduardo Gutierrez  
Acting Finance Director



ACCOUNTS PAYABLE 6/17/16 - 6/24/16

CHECK#	CHECK	NAME	ACCOUNT	AMOUNT	DESCRIPTION	VENDOR
11638	6/24/2016	A1 GOLF CARTS	111-20-216-54001-0	\$307.02	PD/REPAIRS 2004 KAWASAKI PARKING	10020
				<b>TOTAL \$307.02</b>		
11639	6/24/2016	AGUILAR SAUL	111-20-210-55030-0	\$695.00	PD/CAR WASH & DETAILING FOR PATROL	10034
				<b>TOTAL \$695.00</b>		
0	6/24/2016	ALLIANT INSURANCE SERVICE	605-10-180-55019-0	\$2,825.00	CRIME INSURANCE PROGRAM INV#459193	10042
				<b>TOTAL \$2,825.00</b>		
11621	6/17/2016	ALSCO	111-10-180-53001-0	\$60.20	MATERIAL AND SUPPLIES	10046
11621	6/17/2016	ALSCO	111-10-180-53001-0	\$60.20	MATERIAL AND SUPPLIES	10046
11621	6/17/2016	ALSCO	111-20-250-53001-0	\$34.17	MATERIAL AND SUPPLIES	10046
11621	6/17/2016	ALSCO	111-20-250-53001-0	\$32.60	MATERIAL AND SUPPLIES	10046
11621	6/17/2016	ALSCO	111-20-250-53001-0	\$36.02	MATERIAL AND SUPPLIES	10046
11621	6/17/2016	ALSCO	111-20-250-53001-0	\$39.35	MATERIAL AND SUPPLIES	10046
11621	6/17/2016	ALSCO	111-40-410-53010-0	\$3.08	UNIFORMS AND SUPPLIES	10046
11621	6/17/2016	ALSCO	111-40-410-53010-0	\$3.08	UNIFORM AND CLEANING	10046
11621	6/17/2016	ALSCO	111-40-410-53010-0	\$3.08	UNIFORM AND CLEANING	10046
11621	6/17/2016	ALSCO	111-40-410-53010-0	\$3.08	UNIFORM AND CLEANING	10046
11621	6/17/2016	ALSCO	111-40-410-53010-0	\$3.08	UNIFORM AND CLEANING	10046
11621	6/17/2016	ALSCO	111-40-416-53001-0	\$8.02	MATERIAL AND SUPPLIES	10046
11621	6/17/2016	ALSCO	111-40-416-53001-0	\$14.42	MATERIAL AND SUPPLIES	10046
11621	6/17/2016	ALSCO	111-40-416-53001-0	\$15.77	MATERIAL AND SUPPLIES	10046
11621	6/17/2016	ALSCO	111-40-416-53001-0	\$14.42	MATERIAL AND SUPPLIES	10046
11621	6/17/2016	ALSCO	111-40-416-53001-0	\$16.22	MATERIAL AND SUPPLIES	10046
11621	6/17/2016	ALSCO	111-40-420-53001-0	\$21.21	MATERIAL AND SUPPLIES	10046
11621	6/17/2016	ALSCO	111-40-420-53001-0	\$26.56	MATERIAL AND SUPPLIES	10046
11621	6/17/2016	ALSCO	111-40-420-53001-0	\$65.01	MATERIAL AND SUPPLIES	10046
11621	6/17/2016	ALSCO	111-40-420-53001-0	\$4.00	MATERIAL AND SUPPLIES	10046

CHECK#	CHECK	NAME	ACCOUNT	AMOUNT	DESCRIPTION	VENDOR
11621	6/17/2016	ALSCO	111-40-420-53001-0	\$25.21	MATERIAL AND SUPPLIES	10046
11621	6/17/2016	ALSCO	111-40-420-53010-0	\$12.07	UNIFORM AND CLEANING	10046
11621	6/17/2016	ALSCO	111-40-420-53010-0	\$13.51	UNIFORMS AND CLEANING	10046
11621	6/17/2016	ALSCO	111-40-420-53010-0	\$10.28	UNIFORMS AND CLEANING	10046
11621	6/17/2016	ALSCO	111-40-420-53010-0	\$10.28	UNIFORMS AND CLEANING	10046
11621	6/17/2016	ALSCO	111-40-420-53010-0	\$8.68	UNIFORM AND CLEANING	10046
11621	6/17/2016	ALSCO	111-50-510-53001-0	\$42.50	MATERIAL AND SUPPLIES	10046
11621	6/17/2016	ALSCO	111-50-510-53001-0	\$42.50	MATERIAL AND SUPPLIES	10046
11621	6/17/2016	ALSCO	111-50-520-53001-0	\$30.07	MATERIAL AND SUPPLIES	10046
11621	6/17/2016	ALSCO	111-50-520-53001-0	\$30.07	MATERIAL AND SUPPLIES	10046
11621	6/17/2016	ALSCO	111-50-520-53001-0	\$28.57	MATERIAL AND SUPPLIES	10046
11621	6/17/2016	ALSCO	111-50-520-53001-0	\$28.57	MATERIAL AND SUPPLIES	10046
11621	6/17/2016	ALSCO	231-40-413-53001-0	\$1.50	MATERIAL AND SUPPLIES	10046
11621	6/17/2016	ALSCO	231-40-413-53001-0	\$1.50	MATERIAL AND SUPPLIES	10046
11621	6/17/2016	ALSCO	231-40-413-53001-0	\$3.30	MATERIAL AND SUPPLIES	10046
11621	6/17/2016	ALSCO	231-40-413-53001-0	\$2.85	MATERIAL AND SUPPLIES	10046
11621	6/17/2016	ALSCO	231-40-413-53001-0	\$1.50	MATERIAL AND SUPPLIES	10046
11621	6/17/2016	ALSCO	231-40-413-53010-0	\$10.91	UNIFORMS AND SUPPLIES	10046
11621	6/17/2016	ALSCO	231-40-413-53010-0	\$10.91	UNIFORM AND CLEANING	10046
11621	6/17/2016	ALSCO	231-40-413-53010-0	\$10.91	UNIFORMS AND SUPPLIES	10046
11621	6/17/2016	ALSCO	231-40-413-53010-0	\$2.52	UNIFORM AND CLEANING	10046
11621	6/17/2016	ALSCO	231-40-413-53010-0	\$2.52	UNIFORM AND CLEANING	10046
11621	6/17/2016	ALSCO	231-40-413-53010-0	\$2.52	UNIFORM AND CLEANING	10046
11621	6/17/2016	ALSCO	231-40-413-53010-0	\$10.91	UNIFORM AND CLEANING	10046
11621	6/17/2016	ALSCO	231-40-413-53010-0	\$2.52	UNIFORM AND CLEANING	10046
11621	6/17/2016	ALSCO	231-40-413-53010-0	\$2.52	UNIFORM AND CLEANING	10046
11621	6/17/2016	ALSCO	231-40-413-53010-0	\$10.91	UNIFORMS AND SUPPLIES	10046
11621	6/17/2016	ALSCO	513-81-813-53001-0	\$91.44	MATERIAL AND SUPPLIES	10046
11621	6/17/2016	ALSCO	513-81-813-53001-0	\$101.19	MATERIAL AND SUPPLIES	10046
11621	6/17/2016	ALSCO	513-81-813-53001-0	\$21.00	UNIFORMS AND SUPPLIES	10046
11621	6/17/2016	ALSCO	513-81-813-53001-0	\$91.44	MATERIAL AND SUPPLIES	10046
11621	6/17/2016	ALSCO	513-81-813-53001-0	\$91.44	MATERIAL AND SUPPLIES	10046
11621	6/17/2016	ALSCO	513-81-813-53001-0	\$98.79	MATERIAL AND SUPPLIES	10046
11621	6/17/2016	ALSCO	513-81-813-53010-0	\$21.00	UNIFORMS AND CLEANING	10046
11621	6/17/2016	ALSCO	513-81-813-53010-0	\$21.00	UNIFORMS AND CLEANING	10046
11621	6/17/2016	ALSCO	513-81-813-53010-0	\$21.00	UNIFORMS AND CLEANING	10046
11621	6/17/2016	ALSCO	513-81-813-53010-0	\$24.00	UNIFORMS AND CLEANING	10046
11621	6/17/2016	ALSCO	513-81-814-53010-0	\$10.06	UNIFORMS AND SUPPLIES	10046

CHECK#	CHECK	NAME	ACCOUNT	AMOUNT	DESCRIPTION	VENDOR
11621	6/17/2016	ALSCO	513-81-814-53010-0	\$10.06	UNIFORM AND CLEANING	10046
11621	6/17/2016	ALSCO	513-81-814-53010-0	\$101.00	UNIFORMS AND CLEANING	10046
11621	6/17/2016	ALSCO	513-81-814-53010-0	\$10.06	UNIFORM AND CLEANING	10046
11621	6/17/2016	ALSCO	513-81-814-53010-0	\$10.06	UNIFORM AND CLEANING	10046
11621	6/17/2016	ALSCO	522-83-830-53001-0	\$10.07	MATERIAL AND SUPPLIES	10046
11621	6/17/2016	ALSCO	522-83-830-53001-0	\$11.69	MATERIAL AND SUPPLIES	10046
11621	6/17/2016	ALSCO	522-83-830-53001-0	\$10.07	MATERIAL AND SUPPLIES	10046
11621	6/17/2016	ALSCO	522-83-830-53001-0	\$10.07	MATERIAL AND SUPPLIES	10046
11621	6/17/2016	ALSCO	522-83-830-53001-0	\$10.19	MATERIAL AND SUPPLIES	10046
11621	6/17/2016	ALSCO	544-82-823-53001-0	\$8.36	MATERIAL AND SUPPLIES	10046
11621	6/17/2016	ALSCO	544-82-823-53001-0	\$8.36	MATERIAL AND SUPPLIES	10046
11621	6/17/2016	ALSCO	544-82-823-53001-0	\$9.71	MATERIAL AND SUPPLIES	10046
11621	6/17/2016	ALSCO	544-82-823-53001-0	\$8.36	MATERIAL AND SUPPLIES	10046
11621	6/17/2016	ALSCO	544-82-823-53001-0	\$8.36	MATERIAL AND SUPPLIES	10046
11621	6/17/2016	ALSCO	544-82-823-53010-0	\$16.92	UNIFORM AND CLEANING	10046
11621	6/17/2016	ALSCO	544-82-823-53010-0	\$16.92	UNIFORM AND CLEANING	10046
11621	6/17/2016	ALSCO	544-82-823-53010-0	\$20.18	UNIFORM AND CLEANING	10046
11621	6/17/2016	ALSCO	544-82-823-53010-0	\$16.92	UNIFORM AND CLEANING	10046
11621	6/17/2016	ALSCO	544-82-823-53010-0	\$16.92	UNIFORM AND CLEANING	10046
11621	6/17/2016	ALSCO	544-82-824-53010-0	\$10.64	UNIFORM AND CLEANING	10046
11621	6/17/2016	ALSCO	544-82-824-53010-0	\$10.64	UNIFORM AND CLEANING	10046
11621	6/17/2016	ALSCO	544-82-824-53010-0	\$10.64	UNIFORM AND CLEANING	10046
11621	6/17/2016	ALSCO	544-82-824-53010-0	\$10.64	UNIFORM AND CLEANING	10046
11621	6/17/2016	ALSCO	544-82-824-53010-0	\$10.64	UNIFORM AND CLEANING	10046
				<b>TOTAL \$1,783.52</b>		
11624	6/17/2016	AT&T	111-10-150-55510-0	\$237.13	TELEPHONE SRVS 05/04 - 06/03/2016	10964
11624	6/17/2016	AT&T	111-10-160-55510-0	\$973.46	TELEPHONE SRVS 05/04 - 06/03/2016	10964
11622	6/17/2016	AT&T	111-20-210-55510-0	\$120.20	TELEPHONE SRVS FROM 06/07 - 07/06/16	10081
11623	6/17/2016	AT&T	111-20-210-55510-0	\$50.89	TELEPHONE MONTHLY SRVS JUNE 2016	10083
11624	6/17/2016	AT&T	111-20-210-55510-0	\$1,267.61	TELEPHONE SRVS 05/04 - 06/03/2016	10964
11624	6/17/2016	AT&T	111-20-250-55510-0	\$402.48	TELEPHONE SRVS 05/04 - 06/03/2016	10964
11624	6/17/2016	AT&T	111-30-310-55510-0	\$1,006.63	TELEPHONE SRVS 05/04 - 06/03/2016	10964
11624	6/17/2016	AT&T	111-40-410-55510-0	\$699.77	TELEPHONE SRVS 05/04 - 06/03/2016	10964
11622	6/17/2016	AT&T	111-50-510-55510-0	\$418.07	TELEPHONE SRVS FROM 05/26-06/25/2016	10081
11624	6/17/2016	AT&T	111-50-510-55510-0	\$773.51	TELEPHONE SRVS 05/04 - 06/03/2016	10964
11624	6/17/2016	AT&T	513-81-813-55510-0	\$83.47	TELEPHONE SRVS 05/04 - 06/03/2016	10964
11624	6/17/2016	AT&T	522-83-830-55510-0	\$39.32	TELEPHONE SRVS 05/04 - 06/03/2016	10964

CHECK#	CHECK	NAME	ACCOUNT	AMOUNT	DESCRIPTION	VENDOR
11624	6/17/2016	AT&T	847-60-610-55510-0	\$432.41	TELEPHONE SRVS 05/04 - 06/03/2016	10964
				<b>TOTAL \$6,504.95</b>		
11640	6/24/2016	AT&T MOBILITY	513-81-813-55514-0	\$63.32	WATER METERS IPAD CONNECT SERV 6/13-	11026
				<b>TOTAL \$63.32</b>		
0	6/24/2016	AVAYA, INC	111-20-250-55025-0	\$180.09	BILLING PERIOD 5/31 - 08/30/2016	10087
				<b>TOTAL \$180.09</b>		
11641	6/24/2016	BANK UP CORPORATION	513-81-813-55025-0	\$532.86	SERVICES REMOTE PUMNT PROCESSING MAY	10096
11641	6/24/2016	BANK UP CORPORATION	544-82-823-55025-0	\$532.85	SERVICES REMOTE PUMNT PROCESSING MAY	10096
				<b>TOTAL \$1,065.71</b>		
11642	6/24/2016	BENDER ROSENTHAL, INC	412-90-901-56001-0	\$10,363.11	CESAR CHAVEZ IMPR PRJT FED PROJECT	10915
				<b>TOTAL \$10,363.11</b>		
11643	6/24/2016	BJ ENGINEERING & SURVEYING,	412-90-901-56001-0	\$1,290.00	RIGHT OF WAY STAKING FOR CESAR CHAVEZ	11133
				<b>TOTAL \$1,290.00</b>		
0	6/24/2016	BNY MELLON	931-90-995-55001-0	\$1,250.00	PROJECT AREA TAX ALLOCATION BONDS	10110
0	6/24/2016	BNY MELLON	931-90-995-55001-0	\$2,098.80	PROJECT AREA TAX ALLOCATION BONDS	10110
				<b>TOTAL \$3,348.80</b>		
11644	6/24/2016	CALEXICO TOWING SERVICE	111-20-210-53011-0	\$153.07	VEHICLE PARTS AND EQUIPMENT	10139
11644	6/24/2016	CALEXICO TOWING SERVICE	111-20-210-53011-0	\$205.52	VEHICLE PARTS AND EQUIPMENT	10139
11644	6/24/2016	CALEXICO TOWING SERVICE	111-20-210-53011-0	\$684.17	VEHICLE PARTS AND EQUIPMENT	10139
11644	6/24/2016	CALEXICO TOWING SERVICE	111-20-210-53011-0	\$515.56	VEHICLE PARTS AND EQUIPMENT	10139
11644	6/24/2016	CALEXICO TOWING SERVICE	111-20-210-53011-0	\$277.50	VEHICLE PARTS AND EQUIPMENT	10139
11644	6/24/2016	CALEXICO TOWING SERVICE	111-20-210-53011-0	\$207.64	VEHICLE PARTS AND EQUIPMENT	10139
11644	6/24/2016	CALEXICO TOWING SERVICE	111-20-216-53011-0	\$214.97	VEHICLE PARTS AND EQUIPMENT	10139
11644	6/24/2016	CALEXICO TOWING SERVICE	111-20-216-53011-0	\$263.03	VEHICLE PARTS AND EQUIPMENT	10139
11644	6/24/2016	CALEXICO TOWING SERVICE	111-20-216-53011-0	\$133.36	VEHICLE PARTS AND EQUIPMENT	10139
				<b>TOTAL \$2,654.82</b>		
11645	6/24/2016	CALIFORNIA SUPER MARKET	513-81-812-55025-0	\$65.10	WTR PYMTS RCVD FOR MAY 2016	10153
11646	6/24/2016	CALIFORNIA SUPER MARKET	513-81-812-55025-0	\$6.44	WTR PYMTS RCVD FOR THE MONTH OF MAY	10154
11645	6/24/2016	CALIFORNIA SUPER MARKET	544-82-823-55025-0	\$65.10	WTR PYMTS RCVD FOR MAY 2016	10153
11646	6/24/2016	CALIFORNIA SUPER MARKET	544-82-823-55025-0	\$6.44	WTR PYMTS RCVD FOR THE MONTH OF MAY	10154

CHECK#	CHECK	NAME	ACCOUNT	AMOUNT	DESCRIPTION	VENDOR
11647	6/24/2016	CAMARENA MEMORIAL	111-50-510-54001-0	\$10.85	EQUIP REPAIRS & MAINTENANCE	10158
11647	6/24/2016	CAMARENA MEMORIAL	111-50-510-54001-0	\$26.03	EQUIP REPAIRS & MAINTENANCE	10158
11647	6/24/2016	CAMARENA MEMORIAL	221-50-510-53001-0	\$3.99	MATERIALS & SUPPLIES	10158
11647	6/24/2016	CAMARENA MEMORIAL	221-50-510-53001-6	\$131.74	MATERIALS & SUPPLIES	10158
11647	6/24/2016	CAMARENA MEMORIAL	222-50-510-53001-0	\$20.00	MATERIALS & SUPPLIES	10158
			<b>TOTAL</b>	<b>\$192.61</b>		
0 6/24/2016		CHEMTRADE CHEMICALS	513-81-813-53012-0	-\$712.82	CREDIT ON INV#91818521 DATED 05/31/16	10185
0 6/24/2016		CHEMTRADE CHEMICALS	513-81-813-53012-0	\$3,006.96	CHEMICALS	10185
			<b>TOTAL</b>	<b>\$2,294.14</b>		
0 6/24/2016		CINTAS FIRST AID & SAFETY	111-10-150-53001-0	\$27.38	608 HEBER AVE	10189
0 6/24/2016		CINTAS FIRST AID & SAFETY	111-10-160-53001-0	\$13.69	608 HEBER AVE	10189
0 6/24/2016		CINTAS FIRST AID & SAFETY	111-10-162-53001-0	\$13.69	608 HEBER AVE	10189
0 6/24/2016		CINTAS FIRST AID & SAFETY	111-20-210-53001-0	\$252.68	420 E 5TH ST POLICE DEPT	10189
0 6/24/2016		CINTAS FIRST AID & SAFETY	111-20-250-53001-0	\$117.23	900 GRANT ST FIRE STATION 2	10189
0 6/24/2016		CINTAS FIRST AID & SAFETY	111-20-250-53001-0	\$133.13	430 E 5TH ST FIRE DEPT	10189
0 6/24/2016		CINTAS FIRST AID & SAFETY	111-30-310-53001-0	\$13.69	608 HEBER AVE	10189
0 6/24/2016		CINTAS FIRST AID & SAFETY	111-30-330-53001-0	\$13.69	608 HEBER AVE	10189
0 6/24/2016		CINTAS FIRST AID & SAFETY	111-40-410-53001-0	\$13.67	608 HEBER AVE	10189
0 6/24/2016		CINTAS FIRST AID & SAFETY	111-40-410-53001-0	\$44.28	640 PIERCE AVE PUBLIC WORKS	10189
0 6/24/2016		CINTAS FIRST AID & SAFETY	111-40-410-53001-0	\$93.20	640 PIERCE AVE PUBLIC WORKS	10189
0 6/24/2016		CINTAS FIRST AID & SAFETY	111-40-410-53001-0	\$44.93	707 DOOL AVE RECREATION DEPT	10189
0 6/24/2016		CINTAS FIRST AID & SAFETY	111-50-510-53001-0	\$59.66	545 PIERCE AVE WATER PLANT	10189
0 6/24/2016		CINTAS FIRST AID & SAFETY	513-81-813-53001-0	\$31.51	545 PIERCE AVE WATER PLANT	10189
0 6/24/2016		CINTAS FIRST AID & SAFETY	544-82-820-53001-0	\$168.72	298 E ANZA RD	10189
0 6/24/2016		CINTAS FIRST AID & SAFETY	544-82-820-53001-0	\$144.27	298 E ANZA RD	10189
			<b>TOTAL</b>	<b>\$1,185.42</b>		
11625	6/17/2016	CITY OF CALEXICO WATER DEPT	513-00-000-22810-0	\$104.30	WTR DEPOSIT IN MOM NEED TO APPLY TO	10196
11648	6/24/2016	CITY OF CALEXICO WATER DEPT	513-00-000-22810-0	\$104.30	TRANSFER WTR DEP FROM MOM TO NEW	10196
			<b>TOTAL</b>	<b>\$208.60</b>		
11649	6/24/2016	COUNTY OF SAN DIEGO, RCS	111-20-250-55025-0	\$962.50	FIRE RADIOS FOR SRVS IN MAY 2016	10231
			<b>TOTAL</b>	<b>\$962.50</b>		

CHECK#	CHECK	NAME	ACCOUNT	AMOUNT	DESCRIPTION	VENDOR
11650	6/24/2016	CURTIS ROADRUNNER LOCK &	111-50-510-54010-0	\$85.00	BUILDING MAINTENANCE	10244
			TOTAL	\$85.00		
11626	6/17/2016	DEMCO, INC.	111-50-510-53001-0	\$216.49	MATERIALS & SUPPLIES	10262
			TOTAL	\$216.49		
11651	6/24/2016	DESERT VETERINARY GROUP	111-20-217-55029-0	\$37.00	PD / ANIMAL CARE INVOICE#143053	10275
			TOTAL	\$37.00		
11652	6/24/2016	EASTON AVIATION, LLC	522-83-830-53019-0	\$53.35	AIRPORT/AERONAUTICAL CHARTS FOR	10298
			TOTAL	\$53.35		
11653	6/24/2016	EMPIRE SOUTHWEST LLC	513-81-813-54001-0	\$205.00	WP/PERFORM FULL SYSTEM INSPECTION	10313
11653	6/24/2016	EMPIRE SOUTHWEST LLC	513-81-813-54001-0	\$249.00	WP/PERFORM FULL SYSTEM INSPECTION	10313
11653	6/24/2016	EMPIRE SOUTHWEST LLC	513-81-813-54001-0	\$249.00	WP/PERFORM FULL SYSTEM INSPECTION	10313
11653	6/24/2016	EMPIRE SOUTHWEST LLC	513-81-813-54001-0	\$205.00	WP/PERFORM FULL SYSTEM INSPECTION	10313
11653	6/24/2016	EMPIRE SOUTHWEST LLC	513-81-813-54001-0	\$249.00	WP/PERFORM FULL SYSTEM INSPECTION	10313
11653	6/24/2016	EMPIRE SOUTHWEST LLC	544-82-823-54001-0	\$360.00	WP/PERFORM FULL SYSTEM INSPECTION	10313
			TOTAL	\$1,517.00		
11627	6/17/2016	FEDERAL EXPRESS	111-10-150-53020-0	\$45.24	POSTAL SERVICE	10338
11627	6/17/2016	FEDERAL EXPRESS	513-81-812-53020-0	\$54.04	POSTAL SERVICE	10338
			TOTAL	\$99.28		
0 6/24/2016		FERGUSON ENTERPRISE, INC.	513-81-814-53001-0	\$2,120.91	PW/MATERIALS & SUPPLIES INV# 3369875	10342
0 6/24/2016		FERGUSON ENTERPRISE, INC.	513-81-814-53001-0	\$506.37	PW/MATERIALS & SUPPLIES INV# 3306149-1	10342
			TOTAL	\$2,627.28		
0 6/24/2016		FIRE ETC	111-20-250-54001-0	\$33.69	EQUIP REPAIRS & MAINTENANCE	10347
			TOTAL	\$33.69		
11654	6/24/2016	FIVE STAR ELECTRIC	544-82-823-54001-0	\$2,305.00	WP / #2 PONDS MOTOR STARTERS WASTE WTP	10351
11654	6/24/2016	FIVE STAR ELECTRIC	544-82-823-54001-0	\$922.25	WP / #2 PONDS MOTOR STARTERS WASTE WTP	10351
11654	6/24/2016	FIVE STAR ELECTRIC	544-82-823-54001-0	\$3,775.00	WP / #2 PONDS MOTOR STARTERS WASTE WTP	10351
			TOTAL	\$7,002.25		
11655	6/24/2016	FORENSIC DRUG TESTING	111-10-150-55025-0	\$49.00	JUNE 2016 INV#2016-01880 PLAN 2 DRUG PREVE	10157
			TOTAL	\$49.00		

CHECK#	CHECK	NAME	ACCOUNT	AMOUNT	DESCRIPTION	VENDOR
11656	6/24/2016	FR-AIRE MECHANICAL	111-20-250-55513-0	\$170.00	FD/INSPEC OF TEMP FIRE FACILITY AC UNIT	11339
			TOTAL	\$170.00		
11657	6/24/2016	FRAZER, LTD	111-20-250-54001-0	\$38.16	EQUIP REPAIRS & MAINTENANCE	10360
11657	6/24/2016	FRAZER, LTD	111-20-250-54001-0	\$123.36	EQUIP REPAIRS & MAINTENANCE	10360
			TOTAL	\$161.52		
11658	6/24/2016	FREEDOM AUTOMATION	513-81-813-54015-0	\$3,405.00	WP/ENG SERVICES SYSTEM UPGRADES INV	10362
			TOTAL	\$3,405.00		
11659	6/24/2016	FREELAND MCKINLEY &	412-90-901-56000-0	\$39,000.00	CESAR CHAVEZ IMPRPROJECT FED PROJ	11343
			TOTAL	\$39,000.00		
0	6/24/2016	HAAKER EQUIPMENT	231-40-413-53001-0	\$1,344.39	PW/MATERIALS FOR STREET SWEEPER	10402
			TOTAL	\$1,344.39		
0	6/24/2016	HECHOS Y OPINION/EL	712-60-610-55017-0	\$1,150.00	BANNER ADVT IMPERIAL AVENUE INV#Y16-06-	10407
			TOTAL	\$1,150.00		
0	6/17/2016	HINDERLITER, de LLAMAS	111-10-160-55001-0	\$1,490.49	PROFESSIONAL SRVS - AUDIT SRVS SALES TAX	10412
			TOTAL	\$1,490.49		
0	6/24/2016	I V WELDING & MECHANICAL	544-82-823-54001-0	\$2,193.76	WWTP/WELDING SERVICE INV#3126	10435
0	6/24/2016	I V WELDING & MECHANICAL	544-82-823-54001-0	\$4,250.12	WWTP/WELDING SERVICES INV#3093	10435
			TOTAL	\$6,443.88		
11629	6/17/2016	IMPERIAL IRRIGATION DISTRICT	231-40-413-53023-0	\$3,047.90	ELECTRIC SRVS 05/06-06/06/2016	10452
11628	6/17/2016	IMPERIAL IRRIGATION DISTRICT	513-81-813-53022-0	\$11,034.00	RAW WATER SRVS 05/01-05/31/2016	10452
			TOTAL	\$14,081.90		
11660	6/24/2016	IMPERIAL PRINTERS	111-10-160-53017-0	\$70.53	BUSINESS CARDS MAYOR KIM INV#89840	10454
			TOTAL	\$70.53		
11661	6/24/2016	IMPERIAL VALLEY PAINT	544-82-824-53001-0	\$64.75	PW/INVOICE 354670B PO#19783.0616	10455
11661	6/24/2016	IMPERIAL VALLEY PAINT	544-82-824-53001-0	\$1,484.84	PW/INVOICE 354559B PO#19783.0616	10455
			TOTAL	\$1,549.59		

CHECK#	CHECK	NAME	ACCOUNT	AMOUNT	DESCRIPTION	VENDOR
0	6/17/2016	INGRAM LIBRARY SERVICES	221-50-510-53019-6	\$260.38	BOOKS FOR STEP GRANT	10462
			TOTAL	\$260.38		
11662	6/24/2016	INTRAN SERVICES	111-10-150-55025-0	\$68.75	TRANSLATION SERVICES FOR MTNG 6/8/16	10473
11662	6/24/2016	INTRAN SERVICES	931-90-803-55025-0	\$68.75	TRANSLATION SERVICES FOR MTNG 6/8/16	10473
			TOTAL	\$137.50		
11663	6/24/2016	IVC EOA WORK STUDY PRGM	111-50-510-55032-0	\$1,214.70	STUDENTS EMPLOYED MARCH 11 - APRIL 10	10474
11663	6/24/2016	IVC EOA WORK STUDY PRGM	111-50-510-55032-0	\$1,198.45	COMM SERV/STUDENTS EMP 4/11/16 - 5/10/16	10474
11663	6/24/2016	IVC EOA WORK STUDY PRGM	111-50-520-55001-0	\$148.00	STUDENTS EMPLOYED MAY 11 - JUNE 30 2016	10474
			TOTAL	\$2,561.15		
11664	6/24/2016	J & S AIR CONDITIONING	111-20-216-54010-0	\$535.00	WP/REP FAN MOTOR, FAN BLADES, THERM	10478
11664	6/24/2016	J & S AIR CONDITIONING	111-20-216-54010-0	\$225.00	WP/REP RUN COMPRESSOR & FREON CHARGE	10478
11664	6/24/2016	J & S AIR CONDITIONING	513-81-813-54001-0	\$445.00	WP/REP FUSE & THERMOSTAT & CONTACTOR	10478
11664	6/24/2016	J & S AIR CONDITIONING	544-82-823-54001-0	\$195.00	WP/REPL ONE RUN CAPACITOR INV# JSA9218	10478
11664	6/24/2016	J & S AIR CONDITIONING	544-82-823-54001-0	\$445.00	WP/REPL OF MOTOR EVAPORATOR & FREON	10478
			TOTAL	\$1,845.00		
0	6/17/2016	JADE SECURITY SYSTEMS INC	111-10-162-55028-0	\$80.97	MONTHLY MONITORING SRVS	10479
			TOTAL	\$80.97		
11665	6/24/2016	K-C WELDING & RENTALS, INC	111-40-416-53001-0	\$467.51	MATERIALS & SUPPLIES PO 19718.0516	10491
11665	6/24/2016	K-C WELDING & RENTALS, INC	111-40-416-53001-0	\$120.53	MATERIALS & SUPPLIES PO 19718.0516	10491
11665	6/24/2016	K-C WELDING & RENTALS, INC	544-82-824-53001-0	\$465.94	MATERIALS & SUPPLIES PO 19324.011616	10491
11665	6/24/2016	K-C WELDING & RENTALS, INC	544-82-824-53001-0	\$142.43	MATERIALS & SUPPLIES PO 19324.011616	10491
			TOTAL	\$1,196.41		
0	6/24/2016	KS STATE BANK GOVERNMENT	111-10-160-55500-0	\$76.36	FIREKING CMS9620BXL SAFE WITH 18' RISER	11360
0	6/24/2016	KS STATE BANK GOVERNMENT	111-10-160-55500-0	\$76.36	FIREKING CMS9620BXL SAFE WITH 18' RISER	11360
0	6/24/2016	KS STATE BANK GOVERNMENT	513-81-813-55500-0	\$76.36	FIREKING CMS9620BXL SAFE WITH 18' RISER	11360
0	6/24/2016	KS STATE BANK GOVERNMENT	513-81-813-55500-0	\$76.36	FIREKING CMS9620BXL SAFE WITH 18' RISER	11360
0	6/24/2016	KS STATE BANK GOVERNMENT	544-82-823-55500-0	\$76.36	FIREKING CMS9620BXL SAFE WITH 18' RISER	11360
0	6/24/2016	KS STATE BANK GOVERNMENT	544-82-823-55500-0	\$76.36	FIREKING CMS9620BXL SAFE WITH 18' RISER	11360
			TOTAL	\$458.16		
11666	6/24/2016	LA BRUCHERIE IRRIGATION	111-40-416-53001-0	\$220.27	MATERIALS & SUPPLIES	10503
11666	6/24/2016	LA BRUCHERIE IRRIGATION	111-40-416-53001-0	\$1,051.70	MATERIALS & SUPPLIES	10503

CHECK#	CHECK	NAME	ACCOUNT	AMOUNT	DESCRIPTION	VENDOR
11666	6/24/2016	LA BRUCHERIE IRRIGATION	544-82-824-53001-0	\$391.56	MATERIALS & SUPPLIES	10503
				<b>TOTAL \$1,663.53</b>		
11668	6/24/2016	LOPEZ CARMEN A.	221-50-510-55001-0	\$300.00	SRVS FOR JUNE 2016 AMERICAN DREAM ESL	11032
				<b>TOTAL \$300.00</b>		
11630	6/17/2016	LOPEZ SYLVIA M	111-50-510-55001-0	\$100.00	PROGRAM EXPENSE FOR JUNE 2016	10528
				<b>TOTAL \$100.00</b>		
11669	6/24/2016	LORI'S SANITATION LLC	544-82-824-55025-0	\$1,098.67	PORTABLE SANITATION SERVICES	10931
				<b>TOTAL \$1,098.67</b>		
11631	6/17/2016	MANPOWER	522-83-830-55015-0	\$965.02	TEMPORARY STAFFING WEEK ENDING	11171
11631	6/17/2016	MANPOWER	522-83-830-55015-0	\$1,107.40	TEMPORARY STAFFING WEEK ENDING	11171
				<b>TOTAL \$2,072.42</b>		
11670	6/24/2016	McKINLEY ELEVATOR CORP	111-50-510-54001-0	\$131.26	REPLACEMENT BATTERY FOR LIFT AT CTC	10549
				<b>TOTAL \$131.26</b>		
11671	6/24/2016	MSC INDUSTRIAL SUPPLY CO	513-81-813-54015-0	\$525.84	CHLORINE SAFETY WIND DIRECTION	10570
				<b>TOTAL \$525.84</b>		
11672	6/24/2016	MTZ MOBILE SERVICE	111-20-250-53011-0	\$685.00	VEHICLE PARTS AND EQUIPMENT	10933
11672	6/24/2016	MTZ MOBILE SERVICE	111-20-250-53011-0	\$932.00	VEHICLE PARTS AND EQUIPMENT	10933
11672	6/24/2016	MTZ MOBILE SERVICE	111-20-250-53011-0	\$1,035.00	VEHICLE PARTS AND EQUIPMENT	10933
11672	6/24/2016	MTZ MOBILE SERVICE	111-20-250-53011-0	\$752.00	VEHICLE PARTS AND EQUIPMENT	10933
				<b>TOTAL \$3,404.00</b>		
11673	6/24/2016	NEW READERS PRESS PUB DIV	221-50-510-53019-2	\$433.62	BOOKS MAPS & PUBLICATIONS	10586
				<b>TOTAL \$433.62</b>		
11674	6/24/2016	NICE & EASY AUTO	111-20-210-55001-0	\$190.00	TOWING SERVICES FOR PD	10589
11674	6/24/2016	NICE & EASY AUTO	111-20-210-55001-0	\$190.00	TOWING SERVICES FOR PD	10589
11674	6/24/2016	NICE & EASY AUTO	111-20-210-55001-0	\$210.00	TOWING SERVICES FOR PD	10589
11674	6/24/2016	NICE & EASY AUTO	111-20-210-55001-0	\$190.00	TOWING SERVICES FOR PD	10589
11674	6/24/2016	NICE & EASY AUTO	111-20-210-55001-0	\$210.00	TOWING SERVICES FOR PD	10589
11674	6/24/2016	NICE & EASY AUTO	111-20-210-55001-0	\$100.00	TOWING SERVICES FOR PD	10589
				<b>TOTAL \$1,090.00</b>		

CHECK#	CHECK	NAME	ACCOUNT	AMOUNT	DESCRIPTION	VENDOR
11675	6/24/2016	NORTHEND AUTO PARTS, INC	111-30-330-53011-0	\$97.16	VEHICLE PARTS AND EQUIPMENT	10597
11675	6/24/2016	NORTHEND AUTO PARTS, INC	111-30-330-53011-0	\$38.28	VEHICLE PARTS AND EQUIPMENT	10597
11675	6/24/2016	NORTHEND AUTO PARTS, INC	111-40-414-53011-0	\$75.15	VEHICLE PARTS AND EQUIPMENT	10597
11675	6/24/2016	NORTHEND AUTO PARTS, INC	111-40-416-53011-0	\$2,061.50	VEHICLE PARTS AND EQUIPMENT	10597
11675	6/24/2016	NORTHEND AUTO PARTS, INC	231-40-413-53011-0	\$130.54	VEHICLE PARTS AND EQUIPMENT	10597
11675	6/24/2016	NORTHEND AUTO PARTS, INC	513-81-813-53011-0	\$310.00	VEHICLE PARTS AND EQUIPMENT	10597
11675	6/24/2016	NORTHEND AUTO PARTS, INC	513-81-813-53011-0	\$326.31	VEHICLE PARTS AND EQUIPMENT	10597
11675	6/24/2016	NORTHEND AUTO PARTS, INC	513-81-813-53011-0	-\$186.86	VEHICLE PARTS AND EQUIPMENT	10597
11675	6/24/2016	NORTHEND AUTO PARTS, INC	513-81-813-53011-0	\$40.52	VEHICLE PARTS AND EQUIPMENT	10597
11675	6/24/2016	NORTHEND AUTO PARTS, INC	513-81-813-53011-0	\$20.11	VEHICLE PARTS AND EQUIPMENT	10597
11675	6/24/2016	NORTHEND AUTO PARTS, INC	513-81-813-53011-0	\$108.19	VEHICLE PARTS AND EQUIPMENT	10597
11675	6/24/2016	NORTHEND AUTO PARTS, INC	513-81-813-53011-0	\$186.86	VEHICLE PARTS AND EQUIPMENT	10597
11675	6/24/2016	NORTHEND AUTO PARTS, INC	513-81-814-53011-0	\$60.29	VEHICLE PARTS AND EQUIPMENT	10597
11675	6/24/2016	NORTHEND AUTO PARTS, INC	544-82-824-53011-0	\$50.17	VEHICLE PARTS AND EQUIPMENT	10597
				<b>TOTAL \$3,318.22</b>		
11676	6/24/2016	O'MALLEY JIM	412-90-950-53001-0	\$135.68	PW/ ADAPTORS FOR HEBER PARK INV#93691	10602
				<b>TOTAL \$135.68</b>		
11677	6/24/2016	ORANGE COMMERCIAL CREDIT	513-81-813-53033-0	\$3,204.00	LAB SAMPLES	10607
				<b>TOTAL \$3,204.00</b>		
11678	6/24/2016	PACIFIC INDUSTRIAL PARTS &	513-81-813-54001-0	\$1,764.76	WP/FILTER BLOWER #1 & 2 AIR RELIEF	11293
				<b>TOTAL \$1,764.76</b>		
0	6/24/2016	PADRE USA IMPERIAL VALLEY	111-50-520-54020-0	\$560.27	COMMCCENTER/JANITORIAL SUPPLIES	10618
				<b>TOTAL \$560.27</b>		
11679	6/24/2016	PONTON INDUSTRIES INC	544-82-823-54001-0	\$7,500.00	PD ANIMAL SHELTER INVOICE 16941-20632	11125
				<b>TOTAL \$7,500.00</b>		
11680	6/24/2016	PRO RECORD STORAGE	111-10-110-55500-0	\$11.15	CITY MNGR MONTHLY CHARGE FOR STORAGE	10666
11680	6/24/2016	PRO RECORD STORAGE	111-10-150-55500-0	\$48.63	CCLERK/MONTHLY CHARGE FOR STORAGE	10666
11680	6/24/2016	PRO RECORD STORAGE	111-10-150-55500-0	\$46.87	HR/MONTHLY CHARGE FOR STORAGE MAY	10666
11680	6/24/2016	PRO RECORD STORAGE	111-10-160-55500-0	\$210.32	FINANCE MONTHLY CHARGE FOR STORAGE	10666
11680	6/24/2016	PRO RECORD STORAGE	111-30-310-55500-0	\$32.16	PLANN MONTHLY CHARGE FOR STORAGE	10666
11680	6/24/2016	PRO RECORD STORAGE	111-30-310-55500-0	\$5.72	ENG MONTHLY CHARGE FOR STORAGE MAY	10666
11680	6/24/2016	PRO RECORD STORAGE	111-30-330-55500-0	\$116.56	BUILDING MONTHLY CHARGE FOR STORAGE	10666

CHECK#	CHECK	NAME	ACCOUNT	AMOUNT	DESCRIPTION	VENDOR
11680	6/24/2016	PRO RECORD STORAGE	931-90-995-55500-0	\$48.31	RDA MONTHLY CHARGE FOR STORAGE MAY	10666
				<b>TOTAL \$519.72</b>		
0	6/24/2016	PRUDENTIAL INSURANCE CO.	606-10-180-52015-0	\$1,412.70	PREMIUM FOR JUNE 2016	11151
				<b>TOTAL \$1,412.70</b>		
0	6/24/2016	PYRAMID CONSTRUCTION AND	231-40-413-53001-0	\$97.20	PW/TACK OIL INVOICE# 13715 O#19653.0416	10677
				<b>TOTAL \$97.20</b>		
11681	6/24/2016	QEI PUBLISHING	522-83-830-53019-0	\$99.85	BOOKS, MAPS & PUBLICATIONS	11358
				<b>TOTAL \$99.85</b>		
11682	6/24/2016	QUILL CORPORATION	111-20-210-53017-0	\$247.25	OFFICE SUPPLIES	10679
11682	6/24/2016	QUILL CORPORATION	111-20-210-53017-0	\$133.52	OFFICE SUPPLIES	10679
11682	6/24/2016	QUILL CORPORATION	111-50-510-53017-0	\$22.77	OFFICE SUPPLIES	10679
11682	6/24/2016	QUILL CORPORATION	111-50-510-53030-0	\$439.75	CLEANING SUPPLIES	10679
11682	6/24/2016	QUILL CORPORATION	513-81-813-53017-0	\$295.10	OFFICE SUPPLIES	10679
				<b>TOTAL \$1,138.39</b>		
11683	6/24/2016	R&H CLEAN-TEK	111-20-210-54020-0	\$1,878.00	JANITORIAL SRVS FOR THE MONTH OF JUNE	10683
				<b>TOTAL \$1,878.00</b>		
11684	6/24/2016	RECREATION DEPARMENT CITY	111-50-520-53001-0	\$22.78	MATERIALS FOR DADDY DAUGHTER DANCE	10192
11684	6/24/2016	RECREATION DEPARMENT CITY	111-50-520-53001-0	\$54.25	PIZZA FOR KIDS NIGHT OUT	10192
11684	6/24/2016	RECREATION DEPARMENT CITY	111-50-520-53001-0	\$16.28	PIZZA FOR TEENS NIGHT OUT	10192
11684	6/24/2016	RECREATION DEPARMENT CITY	111-50-520-53001-0	\$7.33	KEY DUPLICATE FOR FIELD LOCKS	10192
				<b>TOTAL \$100.64</b>		
0	6/24/2016	RISK MANAGEMENT	513-81-813-55001-0	\$5,505.09	PROFESSIONAL SERVICES	10707
				<b>TOTAL \$5,505.09</b>		
11685	6/24/2016	ROMAN'S WATER SYSTEM	111-10-150-53034-0	\$11.82	DRINKING WATER	10722
11685	6/24/2016	ROMAN'S WATER SYSTEM	111-10-150-53034-0	\$8.07	DRINKING WATER	10722
11685	6/24/2016	ROMAN'S WATER SYSTEM	111-10-150-53034-0	\$9.95	DRINKING WATER	10722
11685	6/24/2016	ROMAN'S WATER SYSTEM	111-10-150-53034-0	\$11.82	DRINKING WATER	10722
11685	6/24/2016	ROMAN'S WATER SYSTEM	111-10-150-53034-0	\$8.07	DRINKING WATER	10722
11685	6/24/2016	ROMAN'S WATER SYSTEM	111-10-150-53034-0	\$15.57	DRINKING WATER	10722
11685	6/24/2016	ROMAN'S WATER SYSTEM	111-10-150-53034-0	\$11.82	DRINKING WATER	10722



CHECK#	CHECK	NAME	ACCOUNT	AMOUNT	DESCRIPTION	VENDOR
11685	6/24/2016	ROMAN'S WATER SYSTEM	111-40-410-53034-0	\$2.68	DRINKING WATER	10722
11685	6/24/2016	ROMAN'S WATER SYSTEM	111-40-410-53034-0	\$3.93	DRINKING WATER	10722
11685	6/24/2016	ROMAN'S WATER SYSTEM	111-40-410-53034-0	\$3.31	DRINKING WATER	10722
11685	6/24/2016	ROMAN'S WATER SYSTEM	111-40-410-53034-0	\$3.93	DRINKING WATER	10722
11685	6/24/2016	ROMAN'S WATER SYSTEM	111-40-410-53034-0	\$3.93	DRINKING WATER	10722
11685	6/24/2016	ROMAN'S WATER SYSTEM	111-40-410-53034-0	\$3.93	DRINKING WATER	10722
11685	6/24/2016	ROMAN'S WATER SYSTEM	111-40-410-53034-0	\$2.68	DRINKING WATER	10722
			<b>TOTAL</b>	<b>\$251.50</b>		
0	6/24/2016	RTK ENERGY,LLC	231-40-413-54012-0	\$1,435.46	LIGHTING FOR DOWNTOWN CLX	11002
			<b>TOTAL</b>	<b>\$1,435.46</b>		
0	6/24/2016	SAVMART PHARMACEUTICAL	111-20-250-53002-0	\$125.00	MEDICAL SUPPLIES	10740
0	6/24/2016	SAVMART PHARMACEUTICAL	111-20-250-53002-0	\$48.34	MEDICAL SUPPLIES	10740
			<b>TOTAL</b>	<b>\$173.34</b>		
11686	6/24/2016	SERRANO JESUS	111-20-210-55505-0	\$422.13	TRAINING POST III - HOTEL	10754
11686	6/24/2016	SERRANO JESUS	111-20-210-55505-0	\$500.00	TRAINING POST III - TUITION	10754
11686	6/24/2016	SERRANO JESUS	111-20-210-55505-0	\$155.00	TRAINING POST III - MEAL ALLOWANCE	10754
			<b>TOTAL</b>	<b>\$1,077.13</b>		
11687	6/24/2016	SINTRA GROUP	111-20-210-55001-0	\$5,646.00	BACKGROUND CHECK FOR POLICE CHIEF	11361
			<b>TOTAL</b>	<b>\$5,646.00</b>		
11688	6/24/2016	SMART ENERGY SOLAR INC.	111-30-310-55501-0	\$132.00	REFUND FOR ELECTRICAL PERMIT 16-532	11278
			<b>TOTAL</b>	<b>\$132.00</b>		
11689	6/24/2016	SPEAKWRITE BILLING DEPT	111-20-210-55025-0	\$281.96	PD DICTATION & TRANSCRIPTION SRVS	10780
			<b>TOTAL</b>	<b>\$281.96</b>		
11690	6/24/2016	SPECTRUM	111-30-310-55025-0	\$400.00	APRIL PLANNING COMMISION MTG	10781
			<b>TOTAL</b>	<b>\$400.00</b>		
11691	6/24/2016	STANLEY ACCESS TECH, INC	111-50-510-54010-0	\$277.50	BUILDING MAINTENANCE	10789
			<b>TOTAL</b>	<b>\$277.50</b>		
11632	6/17/2016	STAPLES CREDIT PLAN	111-10-160-53017-0	\$163.78	OFFICE SUPPLIES	10790
11632	6/17/2016	STAPLES CREDIT PLAN	111-10-160-53017-0	\$11.16	OFFICE SUPPLIES	10790

CHECK#	CHECK	NAME	ACCOUNT	AMOUNT	DESCRIPTION	VENDOR
11632	6/17/2016	STAPLES CREDIT PLAN	513-81-812-53017-0	\$163.78	OFFICE SUPPLIES	10790
11632	6/17/2016	STAPLES CREDIT PLAN	513-81-812-53017-0	\$11.16	OFFICE SUPPLIES	10790
				<b>TOTAL \$349.88</b>		
11692	6/24/2016	STEWART TITLE OF	412-90-901-56000-0	\$13,811.00	APN:058-244-001	10981
				<b>TOTAL \$13,811.00</b>		
11693	6/24/2016	SUN BADGE CO	111-20-210-53028-0	\$335.69	POLICE GEAR	10802
				<b>TOTAL \$335.69</b>		
11694	6/24/2016	SUSAN G. MAYER	111-10-160-55001-0	\$3,050.89	MUNICIPAL FINANCE CONSULTING SRVS	11121
				<b>TOTAL \$3,050.89</b>		
11695	6/24/2016	THATCHER COMPANY OF CA	513-81-813-53012-0	\$4,295.00	CHEMICALS	10818
				<b>TOTAL \$4,295.00</b>		
11633	6/17/2016	THE GAS COMPANY	111-50-510-53024-0	\$50.35	GAS- SRVS 04/29-05/31/2016	10774
11633	6/17/2016	THE GAS COMPANY	111-50-520-53024-0	\$107.34	GAS- SRVS 04/29-05/31/2016	10774
				<b>TOTAL \$157.69</b>		
11634	6/17/2016	THE HOME DEPOT CREDIT	111-20-210-53001-0	\$108.93	MATERIALS & SUPPLIES	10822
11634	6/17/2016	THE HOME DEPOT CREDIT	111-20-250-53026-0	\$2,260.31	APPLIANCES FOR FIRE STATION (415 4TH ST)	10822
11634	6/17/2016	THE HOME DEPOT CREDIT	111-40-410-53030-0	\$91.98	CLEANING SUPPLIES	10822
11634	6/17/2016	THE HOME DEPOT CREDIT	111-40-416-53001-0	\$42.58	MATERIALS & SUPPLIES	10822
11634	6/17/2016	THE HOME DEPOT CREDIT	231-40-413-53001-0	\$178.31	MATERIALS & SUPPLIES	10822
11634	6/17/2016	THE HOME DEPOT CREDIT	412-90-950-54012-0	\$272.46	HEBER PARK GRANT	10822
11634	6/17/2016	THE HOME DEPOT CREDIT	513-81-814-53001-0	\$178.31	MATERIALS & SUPPLIES	10822
11634	6/17/2016	THE HOME DEPOT CREDIT	544-82-823-53001-0	\$348.49	MATERIALS & SUPPLIES	10822
11634	6/17/2016	THE HOME DEPOT CREDIT	544-82-824-53001-0	\$178.31	MATERIALS & SUPPLIES	10822
				<b>TOTAL \$3,659.68</b>		
11696	6/24/2016	TIME WARNER CABLE	111-20-210-55514-0	\$14.52	CABLE SRVS 06/16-07/15/2016	10830
				<b>TOTAL \$14.52</b>		
11697	6/24/2016	TIRES & WHEELS OF AMERICA	111-20-210-53011-0	\$181.14	VEHICLE PARTS AND EQUIPMENT	10831
11697	6/24/2016	TIRES & WHEELS OF AMERICA	111-20-210-53011-0	\$146.14	VEHICLE PARTS AND EQUIPMENT	10831
11697	6/24/2016	TIRES & WHEELS OF AMERICA	111-20-210-53011-0	\$14.00	VEHICLE PARTS AND EQUIPMENT	10831
11697	6/24/2016	TIRES & WHEELS OF AMERICA	111-20-217-53011-0	\$617.54	VEHICLE PARTS AND EQUIPMENT	10831

CHECK#	CHECK	NAME	ACCOUNT	AMOUNT	DESCRIPTION	VENDOR
				TOTAL \$958.82		
11698	6/24/2016	TURBO DATA SYSTEMS, INC	111-20-216-55025-0	\$2,006.46	CITATION PROCESSING FOR THE MONTH OF	10839
11698	6/24/2016	TURBO DATA SYSTEMS, INC	111-20-216-55025-0	\$162.75	RUGBY PRO CARRY SHELL	10839
11698	6/24/2016	TURBO DATA SYSTEMS, INC	111-20-216-55025-0	\$949.38	HANDHELD TICKETWRITER ENVELOPES	10839
11698	6/24/2016	TURBO DATA SYSTEMS, INC	111-20-216-55025-0	\$150.00	DEDUCTIBLE FOR NEW TPM PHONE	10839
				TOTAL \$3,268.59		
0 6/24/2016		UNIFIRST CORPORATION	111-20-210-53001-0	\$29.71	MATERIALS & SUPPLIES	10848
0 6/24/2016		UNIFIRST CORPORATION	111-20-210-53001-0	\$34.63	MATERIALS & SUPPLIES	10848
0 6/24/2016		UNIFIRST CORPORATION	111-20-210-53001-0	\$28.15	MATERIALS & SUPPLIES	10848
0 6/24/2016		UNIFIRST CORPORATION	111-20-210-53001-0	\$28.15	MATERIALS & SUPPLIES	10848
0 6/24/2016		UNIFIRST CORPORATION	111-20-210-53030-0	\$14.77	CLEANING SUPPLIES	10848
0 6/24/2016		UNIFIRST CORPORATION	111-20-210-53030-0	\$15.15	CLEANING SUPPLIES	10848
0 6/24/2016		UNIFIRST CORPORATION	111-20-216-53010-0	-\$132.17	UNIFORMS CLEANING	10848
0 6/24/2016		UNIFIRST CORPORATION	111-20-216-53010-0	\$233.60	UNIFORM CLEANING	10848
0 6/24/2016		UNIFIRST CORPORATION	111-20-216-53010-0	\$218.71	UNIFORM CLEANING	10848
0 6/24/2016		UNIFIRST CORPORATION	111-20-216-53010-0	\$204.21	UNIFORM CLEANING	10848
0 6/24/2016		UNIFIRST CORPORATION	111-20-216-53010-0	\$278.26	UNIFORM CLEANING	10848
0 6/24/2016		UNIFIRST CORPORATION	111-20-216-53010-0	\$116.62	UNIFORM CLEANING	10848
0 6/24/2016		UNIFIRST CORPORATION	111-20-216-53010-0	-\$132.17	UNIFORMS CLEANING	10848
0 6/24/2016		UNIFIRST CORPORATION	111-20-216-53010-0	-\$213.79	UNIFORMS CLEANING	10848
0 6/24/2016		UNIFIRST CORPORATION	111-20-216-53010-0	\$203.56	UNIFORM CLEANING	10848
				TOTAL \$927.39		
11699	6/24/2016	USA BLUE BOOK	544-82-823-54001-0	\$807.73	EQUIP REPAIRS & MAINTENANCE	11007
				TOTAL \$807.73		
11700	6/24/2016	VALLEY AUTO GLASS CO.	111-40-416-53001-0	\$2,581.75	MATERIAL & SUPPLIES	10863
				TOTAL \$2,581.75		
11701	6/24/2016	VERIZON WIRELESS	111-20-210-55511-0	\$729.16	MOBILE BROADBRAND SRVS MAY 26 - JUNE 06	10872
				TOTAL \$729.16		
0 6/24/2016		WAXIE SANITARY SUPPLY	111-20-216-53030-0	\$925.72	CLEANING SUPPLIES	10888
0 6/24/2016		WAXIE SANITARY SUPPLY	111-20-217-53030-0	\$1,546.97	CLEANING SUPPLIES	10888
0 6/24/2016		WAXIE SANITARY SUPPLY	236-84-840-53001-0	\$436.53	MATERIAL AND SUPPLIES	10888
				TOTAL \$2,909.22		

CHECK#	CHECK	NAME	ACCOUNT	AMOUNT	DESCRIPTION	VENDOR
11702	6/24/2016	WEST 80 ELECTRIC	544-82-823-54001-0	\$908.05	EQUIP REPAIRS & MAINTENANCE	10891
11702	6/24/2016	WEST 80 ELECTRIC	544-82-823-54001-0	\$201.76	EQUIP REPAIRS & MAINTENANCE	10891
11702	6/24/2016	WEST 80 ELECTRIC	544-82-823-54001-0	\$557.15	EQUIP REPAIRS & MAINTENANCE	10891
			<b>TOTAL</b>	<b>\$1,666.96</b>		
11635	6/17/2016	WITTMAN ENTERPRISES, LLC	111-20-250-55024-0	\$4,135.83	AMB BILLING SRVS FOR APRIL 2016	10896
11635	6/17/2016	WITTMAN ENTERPRISES, LLC	111-20-250-55024-0	\$4,050.83	AMB BILLING SRVS FOR MARCH 2016	10896
			<b>TOTAL</b>	<b>\$8,186.66</b>		
11636	6/17/2016	W-PNP, INC	111-10-180-55025-0	\$4,000.00	IT SRVS FOR THE MONTH OF APRIL 2016	10902
11636	6/17/2016	W-PNP, INC	111-10-180-55025-0	\$4,000.00	IT SRVS FOR THE MONTH OF MAY 2016	10902
11703	6/24/2016	W-PNP, INC	513-81-813-55025-0	\$400.00	SCADA SECURITY INTERNET ACCESS SETUP	10902
			<b>TOTAL</b>	<b>\$8,400.00</b>		
11637	6/17/2016	YEPEZ JR JOSE L.	111-20-250-54010-0	\$4,345.00	BUILDING MAINTENANCE (415 4TH ST)	11359
11704	6/24/2016	YEPEZ JR JOSE L.	111-20-250-54010-0	\$955.00	FD/ LABOR SERVICES & MATERIALS COURT	11359
			<b>TOTAL</b>	<b>\$5,300.00</b>		
		GENERAL FUND TOTAL		\$78,091.90		
		OTHER FUNDS TOTAL		\$155,871.21		
		TOTAL GENERAL & OTHER		\$233,963.11		

# Payroll

## Pay Type Register

User: sfonseca  
 Printed: 06/27/2016 - 1:43PM  
 Check Date Range: 06/11/2016 to 06/24/2016  
 Period Date Range: All  
 Batch Info: All  
 Pay Types: A, ADJ, AL, AS, AW, B, BL, BN, BV, C, CB, CE, CNF, COP, CT, D, DAP, DP, DT, EDU, F, FL, FLAT, FTO, H, HAZ, HL, HR, J, JD, JOP, LD, LNG, LV, LVM, ME, MIP, MOP, NDP, O, OC, OCT, OH, OSA, OSP, OT, OTS, P, PIP, PMD, POS, R, RNP, S, SAL, SB, SFC, SGV, SHR, SK, SLD, SLV, SML, SOF, SOH, SOJ, SOT, SP, SPC, SSC, SSW, SV, T, TDP,



Department	Pay Type	Description	Hours	Amount
<b>C MNGR</b>				
	C	Comp Time Taken FLSA/	2.00	45.60
	CNF	Confidential Pay	0.00	274.49
	COP	Computer Operations	0.00	91.93
	EDU	Education Incentive	0.00	353.95
	F	Floating Holiday FLSA	9.00	220.73
	LNG	Longevity	0.00	360.13
	LV	MD Leave FLSA Includ	2.00	45.59
	ME	Misc Expense	0.00	73.84
	O	FLSA Overtime	37.50	1,562.66
	OC	Out of Class	0.00	100.00
	OTS	Overtime Special	0.00	171.10
	P	Permanent	418.25	13,971.11
	S	Sick FLSA Included	26.25	622.19
	TUP	Temporary Upgrade	0.00	367.07
	V	Vacation FLSA Included	18.00	410.35
		<b>Department Total</b>	<b>513.00</b>	<b>18,670.74</b>
<b>DVLPMNT</b>				
	LNG	Longevity	0.00	327.86
	ME	Misc Expense	0.00	36.92
	MIP	Management Incentive	0.00	81.22
	O	FLSA Overtime	14.00	640.64
	OSA	Off Salary Schedule	0.00	135.37
	OTS	Overtime Special	0.00	12.49
	P	Permanent	363.75	10,850.11
	S	Sick FLSA Included	3.75	91.97
	V	Vacation FLSA Included	16.31	449.83
		<b>Department Total</b>	<b>397.81</b>	<b>12,626.41</b>
<b>ENFORCER</b>				
	LNG	Longevity	0.00	87.69
	O	FLSA Overtime	8.25	296.06
	OTS	Overtime Special	0.00	6.90
	P	Permanent	120.25	2,809.87
	S	Sick FLSA Included	24.75	578.33
	V	Vacation FLSA Included	7.25	169.41
		<b>Department Total</b>	<b>160.50</b>	<b>3,948.26</b>
<b>FINANCE</b>				

Department	Pay Type	Description	Hours	Amount
	CNF	Confidential Pay	0.00	133.33
	F	Floating Holiday FLSA	1.50	27.38
	LNG	Longevity	0.00	164.14
	O	FLSA Overtime	58.50	2,042.27
	OSA	Off Salary Schedule	0.00	72.33
	OTS	Overtime Special	0.00	75.39
	P	Permanent	472.00	12,366.36
	TUP	Temporary Upgrade	0.00	177.29
	V	Vacation FLSA Included	10.75	243.09
	VC	Vacation	2.00	98.03
		<b>Department Total</b>	<b>544.75</b>	<b>15,399.61</b>

**FIRE**

	CNF	Confidential Pay	0.00	67.64
	EDU	Education Incentive	0.00	2,545.75
	FL	Floating Holiday	72.00	1,431.85
	HAZ	Hazmat Pay	0.00	553.74
	HL	Holiday	24.00	444.89
	LD	Light Duty	80.00	2,529.60
	LNG	Longevity	0.00	432.05
	ME	Misc Expense	0.00	36.92
	O	FLSA Overtime	4.75	197.88
	OTS	Overtime Special	0.00	525.16
	P	Permanent	67.00	1,643.24
	PMD	Paramedic Pay	0.00	3,463.98
	S	Sick FLSA Included	10.75	263.65
	SAL	SF Admn Leave	96.00	1,652.52
	SFC	SF Out Of Class	24.00	27.36
	SHR	SF Regular Holiday	-24.00	-444.89
	SK	Sick	29.50	537.35
	SOF	Fire FLSA Overtime	564.50	5,347.11
	SOH	SF Holiday Overtime	24.00	667.34
	SOT	SF Overtime	5.75	318.64
	SP	SF Permanent	3,227.25	65,820.09
	VC	Vacation	192.00	3,703.79
		<b>Department Total</b>	<b>4,397.50</b>	<b>91,765.66</b>

**GENERAL**

	DP	Differential Pay	116.00	174.98
	F	Floating Holiday FLSA	3.00	61.96
	LD	Light Duty	57.00	1,299.43
	LNG	Longevity	0.00	301.72
	LV	MD Leave FLSA Includ	2.00	45.59
	O	FLSA Overtime	37.50	1,170.40
	OC	Out of Class	0.00	30.00
	OSA	Off Salary Schedule	0.00	78.48
	OTS	Overtime Special	0.00	31.66
	P	Permanent	611.25	12,935.33
	S	Sick FLSA Included	27.00	557.63
	SK	Sick	18.00	665.76
	V	Vacation FLSA Included	46.00	989.03
		<b>Department Total</b>	<b>917.75</b>	<b>18,341.97</b>

Department	Pay Type	Description	Hours	Amount
<b>H-E DIV</b>				
	A	Admn Taken	7.00	322.99
	C	Comp Time Taken FLSA/	7.00	181.52
	CE	Comp Time Earned	5.81	0.00
	CNF	Confidential Pay	0.00	66.12
	F	Floating Holiday FLSA	7.00	180.55
	LNG	Longevity	0.00	193.80
	LVM	MD Leave	2.00	86.64
	ME	Misc Expense	0.00	36.92
	O	FLSA Overtime	8.50	349.79
	OTS	Overtime Special	0.00	12.12
	P	Permanent	288.25	10,335.82
	V	Vacation FLSA Included	1.00	25.79
		<b>Department Total</b>	<b>326.56</b>	<b>11,792.06</b>
<b>LIBRARY</b>				
	A	Admn Taken	2.00	93.30
	C	Comp Time Taken FLSA/	0.50	8.27
	CNF	Confidential Pay	0.00	66.13
	EDU	Education Incentive	0.00	186.40
	FL	Floating Holiday	7.00	185.06
	LNG	Longevity	0.00	218.93
	ME	Misc Expense	0.00	36.92
	O	FLSA Overtime	12.00	373.44
	OSA	Off Salary Schedule	0.00	168.59
	OTS	Overtime Special	0.00	34.92
	P	Permanent	421.00	11,080.63
	SK	Sick	16.00	423.00
	V	Vacation FLSA Included	12.00	208.66
	VC	Vacation	9.50	251.16
		<b>Department Total</b>	<b>480.00</b>	<b>13,335.41</b>
<b>POLICE</b>				
	A	Admn Taken	7.00	326.56
	AL	Admn Leave	80.00	1,693.54
	BL	Bilingual	0.00	339.04
	C	Comp Time Taken FLSA/	25.50	686.30
	CB	Callback	4.25	125.32
	CE	Comp Time Earned	11.61	0.00
	CNF	Confidential Pay	0.00	69.60
	CT	Comp Time	9.00	188.64
	DP	Differential Pay	248.25	357.09
	EDU	Education Incentive	0.00	767.94
	F	Floating Holiday FLSA	43.25	1,395.30
	FTO	FTO School	0.00	205.04
	LNG	Longevity	0.00	847.39
	NDP	Narcotic Division	0.00	139.94
	O	FLSA Overtime	69.50	2,185.76
	OC	Out of Class	0.00	120.00
	OTS	Overtime Special	0.00	833.67
	P	Permanent	1,081.75	21,415.78
	PIP	Police Investigator	0.00	423.25
	POS	Peace Officer Certificate	0.00	5,039.09
	S	Sick FLSA Included	116.00	3,824.03

Department	Pay Type	Description	Hours	Amount
	SAL	SF Admn Leave	73.00	3,405.59
	SGV	Safety Graveyard	570.50	1,332.44
	SK	Sick	30.00	660.65
	SOJ	SF Permanent	80.00	2,798.81
	SOT	SF Overtime	178.25	10,164.51
	SP	SF Permanent	1,491.50	54,507.45
	SSC	SF Officer Charge	0.00	140.00
	SSW	Safety Swing	604.00	648.10
	TDP	Traffic Detail	0.00	145.91
	TUP	Temporary Upgrade	0.00	92.00
	V	Vacation FLSA Included	243.50	8,254.83
		<b>Department Total</b>	<b>4,966.86</b>	<b>123,133.57</b>
<b>PUB WRKS</b>				
	LNG	Longevity	0.00	39.91
	O	FLSA Overtime	4.25	159.82
	OTS	Overtime Special	0.00	3.32
	P	Permanent	76.50	1,878.07
	V	Vacation FLSA Included	0.25	6.14
		<b>Department Total</b>	<b>81.00</b>	<b>2,087.26</b>
<b>RCRTION</b>				
	C	Comp Time Taken FLSA	38.00	783.27
	CE	Comp Time Earned	13.75	0.00
	LNG	Longevity	0.00	126.64
	O	FLSA Overtime	16.25	539.05
	OTS	Overtime Special	0.00	10.02
	P	Permanent	262.75	5,732.87
	S	Sick FLSA Included	3.00	75.49
		<b>Department Total</b>	<b>333.75</b>	<b>7,267.34</b>
<b>WASTE</b>				
	CB	Callback	2.00	68.72
	CE	Comp Time Earned	30.00	0.00
	CT	Comp Time	41.00	1,226.21
	DP	Differential Pay	41.50	71.30
	DT	Double Time	2.00	91.62
	LNG	Longevity	0.00	495.10
	O	FLSA Overtime	17.50	831.78
	OSA	Off Salary Schedule	0.00	56.93
	OTS	Overtime Special	0.00	54.25
	P	Permanent	624.00	18,739.48
	S	Sick FLSA Included	24.40	415.58
	SB	Stand-By	72.00	1,880.30
	SK	Sick	3.00	74.01
	V	Vacation FLSA Included	10.16	231.62
	VC	Vacation	24.50	905.09
	WC	Water Certification	0.00	926.39
		<b>Department Total</b>	<b>892.06</b>	<b>26,068.38</b>
<b>WATER</b>				
	CB	Callback	31.75	1,226.05

Department	Pay Type	Description	Hours	Amount
	CE	Comp Time Earned	18.55	0.00
	CT	Comp Time	33.00	1,098.95
	DP	Differential Pay	191.25	412.67
	DT	Double Time	9.00	438.06
	EDU	Education Incentive	0.00	125.68
	FL	Floating Holiday	4.50	103.08
	LNG	Longevity	0.00	423.87
	LVM	MD Leave	1.25	53.62
	O	FLSA Overtime	57.25	2,725.37
	OSA	Off Salary Schedule	0.00	68.34
	OTS	Overtime Special	0.00	278.49
	P	Permanent	851.50	23,273.40
	S	Sick FLSA Included	18.00	244.61
	SB	Stand-By	68.00	1,763.56
	V	Vacation FLSA Included	29.25	598.64
	VC	Vacation	45.50	1,459.25
	WC	Water Certification	0.00	1,611.47
<b>Department Total</b>			<u>1,358.80</u>	<u>35,905.11</u>
<b>Report Total</b>			<u>15,370.34</u>	<u>380,341.78</u>

# Payroll

## Deduction Register - Totals Only



User: sfonseca  
Printed: 6/27/2016 - 1:40 PM  
Check Date Range: 06/11/2016 to 06/24/2016  
Period End Range: All  
Batch Info: All  
Deductions: FICAR, FLEXR, H-EPOR, H-LIFR, H-PPOR, H-PTR, ICMAR, MEDIR, P-PEPM, P-PPFR, P-PPMR, P-PPS, P-PPSR, P-PSFR, P-PSMR, P-PSS, P-PSSR, P-PSTM, SUI, VA-CAR, V-AHR, VA-ICR, VA-SER, VA-STR, VC-ACR, VC-CAR, VC-CRR, VC-ICR, VC-STR, VC-TLR, VC-ULR, VC-WLR, V-LSR, WCTotals Only

	<b>Amount</b>
<b>FICAR:</b> FICA Employer Portion	12,023.42
<b>FLEXR:</b> Flex Plan Emplr Portion	85.90
<b>H-EPOR:</b> Health EPO	59,350.22
<b>H-LIFR:</b> Life Insurance	515.70
<b>H-PPOR:</b> Health PPO	17,859.89
<b>H-PTR:</b> Health PT	38.26
<b>ICMAR:</b> Def Comp Plan - Emplr Allow	615.34
<b>MEDIR:</b> Medicare Employer Portion	5,282.24
<b>P-PPMR:</b> Pers Pepra Misc Emplr Portion	147.78
<b>P-PPSR:</b> Pers Pepra Safety Emplr Prtion	282.53
<b>P-PSFR:</b> Pers Post Fire Emplr Portion	700.65
<b>P-PSMR:</b> Pers Post Misc Emplr Portion	15,766.23
<b>P-PSS:</b> Pers Post Safety Emp Portion	7,780.57
<b>P-PSSR:</b> Pers Post Safety Emplr Portion	22,654.67
<b>P-PSTM:</b> Pers Post Misc Emp Portion	12,142.17
<b>SUI:</b> State Unemployment Insurance	7,606.89
<b>VA-CAR:</b> Aflac Cancer - Emp Allowance	43.99
<b>VA-ICR:</b> Aflac Intensive Care - Emp All	13.46
<b>VA-SER:</b> Aflac Specif Event - Emp Allow	7.69
<b>VA-STR:</b> Aflac Short Term - Emp Allow	22.71
<b>VC-ACR:</b> Colonial Accidental - Emp Allo	67.86
<b>VC-CAR:</b> Colonial Cancer - Emp Allowanc	76.00
<b>VC-CRR:</b> Colonial Criticalill - Emp All	26.95
<b>VC-STR:</b> Colonial Short Term - Emp Allo	63.08
<b>VC-TLR:</b> Colonial T Life - Emplr Allow	62.40
<b>VC-ULR:</b> Colonial U Life - Emplr Allow	7.69
<b>WC:</b> Workers Comp	24,466.75

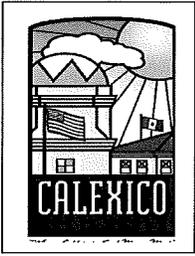
**Amount**

Report Total:

187,711.04

**AGENDA  
ITEM**

**7**

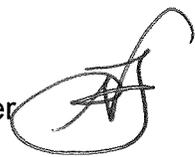


# AGENDA STAFF REPORT

**DATE:** July 5, 2016

**TO:** Mayor and City Council

**APPROVED BY:** Armando G. Villa, City Manager

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

**SUBJECT:** Award Request for Proposal from AG Tech, LLC and Authorize City Manager to Sign Agreement between the City of Calexico and AG Tech, LLC. for the Removal of Biosolids for the Wastewater Treatment Plant

=====

**Recommendation:**

It is recommended that the City Council of the City of Calexico authorize the following:

1. Award Request for Proposal from AG Tech, LLC for the Removal of Biosolids for the Wastewater Treatment Plant.
2. Authorize City Manager to sign agreement between the City of Calexico and AG Tech, LLC for the Removal of Biosolids for the Wastewater Treatment Plant.

**Background:**

On May 17, 2016, the Public Works Department requested proposals for the removal of biosolids generated and stored at the Calexico Wastewater Treatment Plant, located at 298 W. Second Street, Calexico, California. Approximately 3,500 tons of biosolids are removed per year.

**Discussion & Analysis:**

On June 2, 2016, the Office of the City Clerk received two (2) proposals from the following companies:

<u>Companies</u>	<u>Price Per Ton</u>
1. AG Tech, LLC	\$28.85
2. Lucky Recycling Group	\$59.55

After carefully reviewing all proposals, Public Works Staff has found that AG



Tech, LLC. meets all required guidelines and are the lowest responsible bidder. For this reason, Public Works Staff is requesting City Council award the proposal and authorize City Manager to sign an agreement with AG Tech, LLC.

**Fiscal Impact:**

Estimated cost \$100,975.00 per year

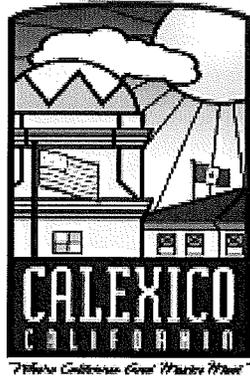
**Coordinated With:**

Public Works Department.

**Attachment(s):**

1. Request for Proposals for the Removal of Biosolids at Wastewater Treatment Plant.
2. AG Tech, LLC Proposal
3. AG Tech, LLC Agreement
4. Lucky Recycling Group Proposal

# CITY OF CALEXICO



## Request for Proposals For Removal of Biosolids At Wastewater Treatment Plant

Office of the City Manager  
Public Works Division  
608 Heber Avenue  
Calexico, California 92231  
760/768-2110  
760/357-3831 Fax  
[www.calexico.ca.gov](http://www.calexico.ca.gov)

**CITY OF CALEXICO  
OFFICE OF THE CITY MANAGER  
PUBLIC WORKS DIVISION**

**NOTICE REQUESTING PROPOSALS**

The City of Calexico is requesting proposals for the removal of biosolids generated and stored at the Calexico Wastewater Treatment Plant, located at 298 W. Second Street, Calexico, California.

Additional information may be obtained by contacting:

Jose A. Lopez, WWTP Chief Plant Operator  
Wastewater Treatment Plant  
City of Calexico  
298 W. Second Street  
Calexico, CA 92231  
(760) 768-2167  
[jlopez@calexico.ca.gov](mailto:jlopez@calexico.ca.gov)

All proposals must be submitted before 2:00 p.m. on Thursday, June 2, 2016, to the following location:

City of Calexico  
Office of the City Clerk  
608 Heber Ave.  
Calexico, CA 92231-2840

Note: Please mark envelope "REMOVAL OF BIOSOLIDS." Late, emailed or faxed proposals will not be considered.

Copies of the Request for Proposal can be obtained at the Office of the City Manager, City of Calexico, City Hall, 608 Heber Avenue, Calexico, California 92231 or by visiting the City of Calexico website at [www.calexico.ca.gov](http://www.calexico.ca.gov).

Selected firm will be required to obtain a City of Calexico Business License once proposal is awarded.

If you have any questions or require additional information, please do not hesitate to contact the Office of the City Manager at 760/768-2110.

Nick Fenley, Interim City Manager  
City of Calexico

**City of Calexico  
Office of the City Manager  
Public Works Division**

**Terms and Conditions**

Biosolids Removal, Transport and Reuse

1. Proposals must be submitted in a sealed envelope showing on the outside the name of the bidder, bid title, and date of opening. Late, emailed or faxed proposals will not be considered.
2. Proposals submitted may be withdrawn by the written request before the time set for the opening. After that time proposals may not be withdrawn by the bidder for a period of sixty (60) days and at no time in the case of the successful bidder.
3. Proposal to list the name of license contractor that will be hauling the Biosolids. Names of contact persons involved with proposal and actual hauling. Location of where sludge will be disposed of. Statement setting forth Contractor experience with this type of work. List of five different agencies Contractor has done similar work and/or is currently hauling sludge from. Estimate of the overall time that it will require completing the project. Price per ton for removal, transportation and final disposal of biosolids.
4. The scope of work covered under this proposal is the removal, transportation and final disposal of biosolids stored at the Calexico Wastewater Treatment Plant. Successful bidder to provide all equipment and personnel to load, transport and dispose of biosolids.
5. The right is reserved to reject any or all proposals and to waive any informality or technical defects in a proposal.
6. Bidder's signed proposal and written acceptance by the City of Calexico shall be in the form of Contractor's standard agreement.
7. Submission of a signed proposal will be interpreted to mean that the bidder has agreed to all the terms and conditions set forth in all of the sheets, which make up this invitation.
8. Where applicable, the quote by bidder in his/her proposal shall include sales or use tax levied by the California Revenue and Taxation Code, and shall exclude Federal Excise taxes pursuant to the exemption of political subdivisions in the Revenue Act of 1935 or other acts of Congress.
9. The decision of the City will be final.
10. Biosolids have been treated by Anaerobic digestion and air-drying, and meet class B standards.

11. Estimated quantity of processed Biosolids of approximately 3,500 metric tons.
12. All proposed Biosolids reused or disposal options must conform to 40 CFR Part 503 STANDARDS FOR THE USE OR DISPOSAL OF SEWAGE SLUDGE and all other applicable Federal, State and local guidelines.
13. The City may conduct inspections of the Biosolids transport operation, reuse and/or final destination site of the Biosolids removed from the City during the duration of and/or following completion of the contract.
14. Biosolids removal to be completed in ongoing manner.
15. INSURANCE: Contractors performing work shall carry and maintain Motor Vehicle Public Liability and Property Damage Insurance on each automobile, truck or other vehicle used in performance of this work. Bodily injury and property damage coverage shall be for no less than \$1,000,000.00 combined single limit for each occurrence and aggregate. Contractor performing work shall also carry General Liability Insurance in the amount of \$1,000,000.00. Certificates of insurance shall be provided to the City prior to the start of work, and shall include proof of required Worker's Compensation insurance. Consultant shall maintain prior to the beginning of and for the duration of this Agreement, insurance coverage as specified in Exhibit "C" attached to and part of this agreement.
16. The Contractor and Sub-Contractor shall have a business license issued by the City prior to commencing work.
17. Payment/Performance Bonds. The contractor shall pay all claims for labor, services, materials, plans or specifications performed, furnished, procured, used or consumed that pertain to the Work. The contractor shall maintain a list of all subcontractors, suppliers and service providers performing, furnishing or procuring labor, services, materials plans or specifications under the Contract. Provided the Contract Price is less than \$25,000, no payment or performance bond will be required; however the City of Calexico shall be authorized to make direct payment to subcontractors or to pay the contractor and any subcontractors with checks that are made payable to the contractor and to one or more subcontractors. In the event the Contract Price shall exceed \$25,000, payment and performance bonds shall be provided as required by law.
18. Payment: Per agreement.
19. Any question(s) should be directed to:

Jose A. Lopez, WWTP Chief Plant Operator  
Site address: 298 W. Second Street, Calexico, CA  
(760) 768-2167  
Mailing: 608 Heber Ave., Calexico, CA, Calexico, CA 92231-2840

## EXHIBIT "A"

### SPECIAL PROVISIONS HAULING AND BENEFICIAL REUSE OF BIOSOLIDS

1 IMPLEMENTATION SCHEDULE.

Contractor will haul biosolids currently stockpiled at the WWTP for reuse in the State of Arizona and if permitted, in Imperial County, California. Contractor will schedule hauling within thirty (30) days of receiving a notice to proceed, and copies of the City's Title 22 CAM analysis and Class B Pathogen Reduction Certification.

2 LOADING SCHEDULE.

Normally, sludge shall be loaded between hours of 7:00 a.m. and 2:00 p.m., Monday through Friday, excluding City-observed holidays. At the direction of the Chief Plant Operator, the loading times may be altered. If the Chief Plant Operator is unable to accommodate any loading operations, he shall provide a minimum of eight (8) hours notice to Contractor. As much notice as possible shall be given to Contractor if changes in the normal loading times are necessary. Normally, once loading of equipment has begun, sludge shall be loaded continually until the work is completed.

The times allowed for sludge hauling and disposal are subject to variation in accordance with the laws, regulations and requirements of State and local government organizations and the City. These hauling and disposal times may be limited to seven (7) hours per day or less. Contractor is responsible to be aware of the current restrictions and of the possibility of additional restrictions in the future. Loading shall not be done on holidays observed by the City.

3 SPILLAGE AND FACILITY UPKEEP.

Contractor shall keep the work area free of safety hazards and debris at the WWTP. Contractor shall be responsible for the immediate cleanup of any spillage or leakage of oil or sludge at the WWTP, or while in transit. No sludge shall be dumped from the vehicle while at the WWTP. Adjustments to loads to correct overloaded conditions are acceptable. In case of spillage, Contractor shall immediately notify the Chief Plant Operator at (760) 768-2167 and tell the person taking the message that the information must be passed on to the Chief Plant Operator immediately; in addition to the notification requirements of his permits. If Contractor is unable to contact the WWTP, he/she shall call the WWTP Standby Operator at (760) 457-6764 or the Calexico Public Works Department at (760) 768-2110 for assistance in contacting the WWTP. Information to be provided shall include the location of the spill, approximate quantities, all notifications made, problems caused by the spill and the action taken for clean up. The City shall deduct from monies due, or to become due to Contractor, any expense incurred by the City as a result of Contractor failing to correct any safety hazard or failure to promptly and completely clean up any spill or leakage, or remove any debris which in the opinion of the Chief Plant Operator has resulted from Contractor operations.

4 DISPOSAL SITES AND STORAGE FACILITIES.

The sludge hauled under this Agreement, shall be stored and/or disposed of at Contractor's permitted site(s).

(a) Contractor shall submit to the Chief Plant Operator prior to

Commencing work under this Agreement, complete copies of all permits representing an inventory of permitted disposal sites, available for immediate use at the commencement date of this Agreement, which can accept the biosolids currently stored at the facility.

Complete copies of all permits shall include, but are not limited to, all applicable reference papers showing the location, size, permitted loading rate, and proposed haul route for all permitted disposal sites as well as any documents submitted to the State or other regulatory body to obtain such permits. In the event that a disposal site is also permitted for receipt of sludge from plants other than the City's facility, Contractor shall so indicate and advise how much of the capacity, in dry tons, at that site has been allocated for the City's sludge.

It is required that these designated permitted disposal sites be available for use at the commencement and thereafter for the performance of this Agreement. However, if at any time, Contractor should wish to substitute different permitted sites for the inventory of permitted disposal sites previously submitted and during the performance of the Agreement, or if for any reason the capacity, in dry tons, allocated for the City's sludge becomes unavailable, Contractor shall submit a new inventory of the substitute permitted disposal sites to the Chief Operator together with complete copies (as defined above) of such permits for approval for immediate use under this Agreement.

(b) Storage of sludge shall not be permitted without the express written approval of the City.

Thereafter, Contractor must continually maintain fully constructed permitted storage facility (ies) ready for immediate use to accommodate the intended yearly amount of sludge dedicated to the storage of the Calxico WWTP sludge during the full term of this Agreement. Complete copies of additional permits necessary to maintain this storage capacity shall be submitted by Contractor to the Chief Operator within five (5) days after receipt by Contractor. Complete copies of all permits shall include, but are not limited to, all applicable reference papers showing the location, size, permitted capacity in dry tons, and proposed haul route for all permitted storage facilities as well as any documents submitted to the State or other regulatory body to obtain such permits.

(c) Contractor shall submit to the Chief Plant Operator prior to commencing work under this Agreement all haul route permits required for utilizing any proposed disposal site of storage facility at the commencement date of this Agreement.

Proposed haul route(s) with all necessary regulatory approvals for each subsequent disposal site, storage facility and/or alternative facility obtained to maintain the capacities required in this Agreement shall be submitted by Contractor seven (7) days prior to use. The sludge disposal and storage capacities of the permits required in this Agreement may not be offered or committed to other sludge disposal or storage programs. The intent of the preceding sentence is to ensure that Contractor reserves enough capacity to dispose of or store the sludge quantities required under this Agreement.

In addition, Contractor shall:

(I) Monitor all disposal sites in accordance with applicable permits and will forward a copy of any and all reports to the Chief Plant Operator at the same time reports are forwarded to the appropriate agencies in accordance with permits.

(II) Maintain a daily record on site of City review, showing compliance with all parameters of applicable permits, regulations, and agreements.

(III) Assure that the City or its representatives shall be afforded the right of access to all disposal sites, or other facilities used in fulfilling this Agreement.

(IV) Forward a complete copy of each disposal site permit to the Chief Plant Operator within five (5) days after receipt by Contractor. In the event that a site is also permitted for receipt of sludge from facilities other than the City's, Contractor shall indicate which treatment plants and advise how much of the capacity, in dry tons, has been allocated to the Calxico WWTP's sludge.

(V) Not store sludge in excess of the permitted disposal capacity available to Contractor.

(VI) Follow all Federal and State regulations for disposal of sludge in 100-year floodplain.

(VII) Provide sufficient water and adequate pressure, at the disposal site and other facilities for the proper cleaning of the sludge vehicles. Contractor shall take the necessary steps to ensure that there is not a buildup of sludge in or on the vehicles that could cause odors at the WWTP or along the haul route.

(VIII) Keep roads cleared of air dust and all dirt tracked by any equipment used to fulfill this Agreement.

5 SLUDGE ACCEPTABILITY.

Sludge from the Calexico WWTP shall be suitable for land application under the Federal Sewage Sludge Management Regulations No. 503, and any applicable State of California and Arizona Regulations. If sludge becomes unacceptable for land application as set forth in the above regulations, Contractor shall not be required to dispose of such sludge.

6 COMPLIANCE WITH APPLICABLE LAW, PERMITS AND ORDINANCES.

Contractor shall conform to any and all applicable Federal, State, County and City laws, permits, regulations, ordinances and directives governing the hauling and disposal of sludge.

7 WORK PLAN.

Contractor shall submit to the Chief Plant Operator a weekly written schedule of anticipated work locations for each week. This work plan shall be submitted at least ten (10) days prior to the beginning of the month and is subject to the Chief Plant Operator acceptance. The Chief Plant Operator shall be verbally notified of any changes from this schedule prior to the commencement of work and any changes are also subject to the Chief Operator's acceptance.

8 USE OF FACILITIES/UTILITIES.

Contractor shall keep all of its operations at the Calexico WWTP separate from the Calexico WWTP operations. Contractor shall not be allowed to use any of the City's telephones at the Calexico WWTP. Contractor shall not be allowed to use other City utilities, unless the Chief Plant Operator approves it in advance. Furthermore, Contractor shall not utilize any space or equipment without prior approval of the Chief Plant Operator.

9 REPORTS.

Contractor shall monitor all disposal sites and storage facilities as described herein and shall report their findings to the appropriate governmental agencies. Copies of these monthly monitoring reports shall be given to the Chief Plant Operator. Copies of any analysis completed by Contractor on the sludge and the surface water/groundwater surrounding the disposal sites and storage facilities, as required by State permits, shall also be provided to the Chief Plant Operator within five (5) days of its submission to the State.

Contractor shall also provide the Chief Plant Operator with a monthly status report of its progress in acquiring any additional disposal sites and storage facilities when they become necessary for maintaining the inventories required for the continued performance and requirements of this Agreement. This report shall indicate all permitted disposal sites available and showing tax map references, parcel numbers, the proposed haul route and capacity in dry tons. The report shall be submitted by the tenth <sup>th</sup> day of each month for the preceding month.

10 INSPECTION.

Contractor shall assure the City of its representative(s)' access to the disposal site(s) and storage facilities, etc, on a daily basis for the purpose of inspecting the overall operations and performing test as required.

11 PRICING.

Contractor will provide the above described services for the fee described in the proposal submitted. Any chemicals such as lime required by Contractor disposal permit, shall be furnished and added by Contractor at no cost whatsoever or in any way to the City. The unit price shall be all-inclusive and shall constitute the sole basis for computing the payment amount to Contractor. Except as otherwise provided herein, no additional compensation above the unit prices shall be paid for any variation in quantities, or for any changes in the Processing/Loading schedule.

12 SAMPLE SLUDGE ANALYSIS.

Prior to hauling, the City of Calexico will provide an independent laboratory analysis of the sludge to be hauled and disposed of under this Agreement from the WWTP. Questions regarding the sampling method, chain of custody, parameters tested, or test results may be directed to the Chief Operator.

13 FAILURE TO PERFORM.

Should Contractor fail to perform as indicated herein, the City reserves the right to procure the required services elsewhere at its discretion, either temporarily or permanently, and to either suspend or cancel all or part of the Agreement. Should such action be taken, Contractor shall be responsible for all excess costs incurred by the City. In addition, should Contractor fail to perform as indicated herein, a charge may be assessed against Contractor for any additional costs suffered by the City.

14 WEIGHTS AND BILLING.

Contractor will provide a weight ticket for each load hauled. These tickets will be used for billing the City. Contractor will also prepare a load record for each load hauled, indicating time, equipment numbers, and other pertinent information. Contractor will submit an invoice on a monthly basis after hauling is completed, supported by load record and weight tickets.

**AGREEMENT BETWEEN THE CITY OF CALEXICO AND CONTRACTOR  
FOR  
WASTEWATER TREATMENT PLANT  
HAULING AND BENEFICIAL REUSE OF BIOSOLIDS**

**THIS AGREEMENT**, is entered into and effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by the **CITY OF CALEXICO, CALIFORNIA, municipal government** (hereinafter referred to as "City"), and \_\_\_\_\_, Contractor (hereinafter referred to as "Contractor").

**RECITALS**

**WHEREAS**, the City is in need of services to assist with the hauling and disposal of anaerobically digested dewatered municipal sludge from the Calexico Wastewater Treatment Plant (hereinafter referred to as "WWTP") located at 298 W. Second Street, Calexico, California, and to provide labor and management for such service; and

**WHEREAS**, the City has found and determined that the most practical and financially responsible method for providing such service is through the utilization of an independent contractor; and

**WHEREAS**, the City has determined that Contractor is experienced and qualified to provide reliable, timely and environmentally sound Biosolids disposal services described herein; and

**WHEREAS**, the City finds that entering into this Agreement is in the best interest of the City of Calexico, California.

**NOW, THEREFORE**, the parties agree as follows:

1. That the above and foregoing is true and correct and agreed upon.
2. **DUTIES OF CONTRACTOR.** Contractor shall provide the following services:
  - A. Any and all supervision, labor, equipment, materials, permitted disposal sites, permitted storage facilities, permits, licenses, and any other resources necessary for the proper performance of the Agreement, except as otherwise indicated in this Agreement.
  - B. The loading and removal of the stockpiled sludge from the WWTP and for the transportation of sludge from the WWTP to Contractor permitted disposal sites(s) and/or permitted storage facility(ies) and for the ultimate disposal of such sludge. Contractor shall be responsible for compliance with any and all applicable laws, statues, regulations, ordinances, directives, licenses, and permits during the performance of this Agreement.

- C. Performance of the services. Specified in detail in Exhibit "A," "Special Provisions," which is attached hereto and incorporated herein.
- D. Workmanship and Supervision. In performing pursuant to this Agreement, Contractor shall provide the highest quality workmanship available. All work shall be performed by personnel directly employed and supervised by Contractor.

Contractor shall provide management and technical supervision as required to implant the work.

The Chief Plant Operator or designee shall make inspections to determine the Contractor's conformity with the specifications as denoted in this Agreement and the adequacy of the work being performed.

- E. Equipment. Contractor shall use and furnish, unless otherwise indicated herein, at its own expense, all labor, equipment and materials necessary for the satisfactory performance of the work set forth in this Agreement. Prior to commencing work, Contractor shall make all equipment they plan on using, available for inspection and approval by the Chief Operator. Only City-inspected equipment may be used for this Agreement. All vehicles must be clearly numbered for identification purposes.

Equipment used for hauling sludge shall comply with all permit requirements, and all Federal, State DOT, and local requirements for the state(s) where the vehicle will be used. Sludge hauling vehicles shall be equipped with seals, and splash plates, etc., as needed to prevent leakage or spillage. Tailgate seals, if required, shall be cleaned after each delivery, and equipment shall be scraped free of any sludge that could be dropped on the road. In order to minimize the number of vehicle trips, Contractor should maximize the use of large-capacity vehicles. A sufficient number of vehicles shall be available to allow for standby(s) in case of vehicle failure. In the event of equipment breakdown, it shall be Contractor responsibility to provide substitute equipment as needed. All equipment used for this Agreement shall be kept in good mechanical repair and present an acceptable appearance to the Chief Plant Operator.

Contractor shall park their equipment at the WWTP in orderly manner and only in areas designated by the Chief Operator. Contractor shall be responsible for any damage done to the asphalt roadway or loading area due to the failure of his drivers to properly support the landing wheels of a vehicle. Contractor will not be responsible for normal wear. Parking at the WWTP of Contractor equipment, other than the equipment being loaded is strictly prohibited unless prior approval by the Chief Plant Operator has been obtained.

Contractor must comply with State, County and City road and site dust control laws and regulations. Personnel, equipment and/or materials used for this purpose, is sole responsibility of Contractor.

Contractor must take whatever steps it feels necessary, including the use of chemicals, to ensure that offensive odors are not generated from their vehicles at the WWTP, disposal site, storage facility, or along the haul route. There shall be a thorough washing of all haul vehicles, at a location other than the WWTP, to remove any sludge that may be responsible for odors. In addition, Contractor shall provide to the Chief Plant Operator, copies of Material Safety Data Sheets for all chemicals used and stored on City property.

- F.** Holidays. The following days are City Holidays on which Contractor shall not be obligated to perform any service:

New Year's Eve	New Year's Day	Martin Luther King Day
President's Day	Cesar Chavez BD	Memorial Day
Independence Day	Labor Day	Admission Day
Veterans' Day	Thanksgiving Day	Day After Thanksgiving
Christmas Eve	Christmas Day	

Access to the facility will be denied on these days. It is the responsibility of Contractor to determine which dates these holidays are observed by the City.

- G.** Security. Contractor shall comply with the City's regular security and safety regulations, specifically:

(a) Contractor shall develop and implement an Illness and Injury Prevention Program (IIPP) for all employees of the Contractor at the WWTP.

(b) The use, possession, sale or distribution of drugs or intoxicants by Contractor, subcontractor, or any of their employees while on City premises or while actively representing or performing work for the City is prohibited. It shall be responsibility of Contractor to prevent such activities and to remove any employee or subcontractor employee whose ability to perform appears to be affected by the use of drugs or intoxicants. Failure of Contractor to comply with this provision may result in termination of this Agreement. All obligations under this whole or in part to the performance of this Agreement.

- 3. TERM OF AGREEMENT.** This Agreement shall be for the period of one year, commencing on the \_\_\_\_\_ and ending on the \_\_\_\_\_.
- 4. COMPENSATION.** Compensation and payment shall be as provided in the Special Provision of Exhibit "A."
- 5. STANDARD OF PERFORMANCE.** Consultant agrees to undertake and complete these services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services.

6. **PRINCIPAL IN CHARGE.** Consultant hereby designates \_\_\_\_\_ as its principal-in-charge and person responsible for necessary coordination with City Manager or his or her designee.

7. **HOLD HARMLESS.** To the full extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney fees incurred by City, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever incurred in relation to, as a consequence of or arising out of or in any way attributable in whole or in part to the performance of this Agreement. All obligations under this provision are to be paid by Contractor as the City incurs them.

Without affecting the rights of City under any provision of this Agreement or this section, Contractor shall not be required to indemnify and hold harmless City as set forth above for liability attributable to the sole fault of City, provided such sole fault is determined by Agreement between the parties or the findings of a court of competent jurisdiction. This exception will apply only in instances where the City shown to have been solely at fault and not in instance where Contractor is solely or partially at fault or in instances where City's fault accounts for only a percentage of the liability involved. In those instances, the obligation of Contractor will be all-inclusive and City will be indemnified for all liability incurred, even though a percentage of the liability is attributable to conduct of the City.

8. **CONTRACTOR ACKNOWLEDGES THAT ITS OBLIGATION PURSUANT TO THIS SECTION EXTENDS TO LIABILITY ATTRIBUTABLE TO CITY, IF THAT LIABILITY IS LESS THAN THE SOLE FAULT OF CITY.**

Contractor agrees to obtain executed indemnity agreement with provisions identical to those set forth here this section from each and every subcontractor, sub tier contractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this Agreement or this section.

9. **INSURANCE AND ADDITIONAL REQUIREMENTS FOR HAZARDOUS MATERIALS.** Without in any manner limiting the City's right to indemnification, it is agreed that Contractor shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, special and additional insurance coverage provided by insurance companies authorized to transact insurance business in the State of California as follows:

Worker's Compensation Insurance as required by California statutes.

Commercial or Comprehensive General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability (including death) and Products/Completed Operations Liability in an amount of not less than one million (\$1,000,000) per occurrence, combined single limit.

Comprehensive Excess Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injuring Liability (including death) and Products/Completed Operations Liability in an amount of not less than one million dollars (\$1,000,000) per occurrence combined single limit.

Comprehensive Automobile Liability Coverage, including owned, non-owned and hired vehicles, in an amount of no less than one million (\$1,000,000) per occurrence combined single limit, no aggregate.

Environmental Impairment (Pollution Legal Liability) Insurance in an amount of not less than one million dollar (\$1,000,000) per occurrence, combined single limit, no aggregate, and Contractor's Pollution Liability Insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) aggregate.

Prior to commencing any work under this Agreement, Contractor shall deliver to the City certificates of insurance in the standard accord form confirming coverage required by this Agreement and providing thirty (30) days prior written notice to the City in case of limitations of scope or coverage, cancellation or termination. The City of Calexico, and its officers, and employees (collectively, the "City") shall be named as an additional insured on each insurance policy required by this Agreement, excepting policies for Worker's Compensation and Environmental Impairment Liability provided; however, that the City shall not be included as an additional insured for claims, suits, demands or losses arising out of the City's negligence, omissions or misconduct. Said endorsement(s) shall be signed by an authorized representative of the insurance company, and shall include the signatures of company affiliation and title, and shall be delivered to the City prior to the City's execution of this Agreement. Should it be deemed necessary by the City, it shall be Contractor's responsibility to see that the City receives documentation acceptable to the City, which confirms that the individual signing said endorsement is authorized to do so by the insurance company. It is agreed that any insurance maintained by the City shall apply in excess of and shall not contribute to insurance provided by Contractor.

In addition to any remedies the City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, the City may at its sole option:

A. Order Contractor to stop work under this Agreement and withhold payment(s), which become due to Contractor, hereunder until Contractor demonstrates compliance with the requirements hereof; or

**B. Terminate this Agreement.**

Exercise of any of the above remedies, however, is an addition to other remedies the City may have and is not exclusive remedy for Contractor failure to maintain insurance or secure appropriate endorsements.

- 10. COMPLIANCE WITH ALL LAWS.** In performing the services hereunder, Contractor shall comply with all applicable laws, including, without limitation, those relating to health and safety, licensing, environmental, and the like.
- 11. PERMITS, LICENSES, CERTIFICATE.** Consultant, at Consultant's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of services under this Agreement, including a City business license.
- 12. INDEPENDENT CONTRACTOR.** In performing the services described herein, Contractor, its agents, officers, and employees shall be independent contractor of City and shall not be treated or considered employees of City.
- 13. CONSULTANT NOT AGENT.** Except as City Manager may specify in writing, Consultant, and its agents, employees, subcontractors and sub consultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.
- 14. CONFLICT OF INTEREST.** No member, officer, or employee of City, during his tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof and Contractor agrees not to allow, permit, grant, transfer or otherwise do anything which will result in such member, officer, or employee of the City from having such interest.
- 15. LAW GOVERNING.** This Agreement shall be governed by the laws of the State of California. Any suit, brought by either party against the other, arising out of performance of this Agreement shall be filed and maintained in a court of competent jurisdiction in the County of Imperial or in the U.S. District Court, Southern District of California.

Consultant shall promptly inform City Manager, or his or her designee, of any contract, agreement, arrangement, or interest that Consultant may enter into or have during the performance of this Agreement that may conflict with City's interests. This requirement includes contracts, agreements and arrangements with manufacturers, suppliers, contractors or other clients whose interests might be served by the services performed under this Agreement and Consultant's or Consultant's clients' interest in land that might be affected by the services. Consultant shall take such measures as are necessary in the performance of this Agreement to prevent actual or appearances of conflicts of interest.

**16. MODIFICATION OF AGREEMENT.** This Agreement may be modified only by a written amendment signed by both parties hereto.

**17. ASSIGNABILITY.** Contractor shall not assign or transfer any interest in this Agreement nor the performance of any of Contractor obligations hereunder, without the prior written consent of City, and any attempt by Contractor to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

**18. TERMINATION.** Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated at any time by either party for any reason of whatever nature upon sixty (60) days written notice as follows:

**CONTRACTOR:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CITY:** City Manager  
City of Calexico  
608 Heber Ave  
Calexico, CA 92231

**19. FAIR EMPLOYMENT PRACTICES.** Consultant agrees that all persons employed by Consultant shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

**20. NON-DISCRIMINATION.** Contractor shall comply with the provisions of Presidential Executive Order No. 11246 of September 24, 1965, and all other orders, regulations and laws governing non-discrimination in employment, including in particular, Section 122 (a) of the State and Local Fiscal Assistance Act of 1972.

- 21. FORCE MAJEURE.** Neither party shall be considered in default in the performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered or prevented by any cause which is beyond the reasonable control of such party (hereinafter called "Forced Majeure"). Force Majeure includes but is not limited to any of the following, if reasonably beyond the control of the party claiming Force Majeure: delays caused by the other Party, war (declared or undeclared), blockades, hostilities, riots, strikes, lockout or other labor disturbances, epidemics, fires, storms, delays or interruptions in transportation, or any laws, regulations or ordinances of any government, governmental agency or court having or claiming to have jurisdiction over any part to this Agreement, or any other cause (whether or not of kinds specifically mentioned herein). Notwithstanding anything in this Agreement, Force Majeure does not include Contractor failure to obtain necessary permits, licenses, exceptions, or other authorization required to perform this Agreement.
- 22. WAIVER.** City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.
- 23. ENTIRE AGREEMENT.** This Agreement represents the entire understanding of the parties as to these matters, contained herein. No prior oral or written understanding shall be of any force or effect with respect to these matters covered hereunder.

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

“City”

**CITY OF CALEXICO**

BY: \_\_\_\_\_

Nick Fenley, Interim City Manager

“Contractor”:

BY: \_\_\_\_\_

**APPROVED AS TO FORM:**

Office of the City Attorney

\_\_\_\_\_

Carlos Campos, Interim City Attorney

**ATTEST:**

\_\_\_\_\_

Gabriela Garcia, Deputy City Clerk



# AG TECH LLC

P.O. 2854 Yuma, AZ 85366 Office: 928-341-9625 Fax: 928-341-4794

To: City of Calexico  
Office of the City Clerk  
608 Heber Ave  
Calexico, CA 92231

30 May 2016

From: Cal Mullenix  
Director of Operations  
P.O. Box 2854  
Yuma, AZ 85365

RE: Subject: Request for Proposal, Biosolids Management Services

Ag Tech LLC and Western Express Transporters are subsidiary companies of Tule Ranch, a family owned enterprise that has managed biosolids for well over 30 years now. We currently operate almost 100 trucks providing service to Water Districts and Municipalities throughout Southern California and Arizona creating solutions specific to our customer's needs. We would be happy to offer our services to you, The City of Calexico.

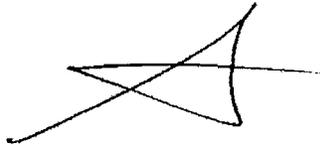
Ag Tech has many years of proven experience in providing comprehensive biosolids management services on behalf of several large metropolitan wastewater agencies including the Orange County Sanitation District (OCSD), Los Angeles County Sanitation Districts, City of Los Angeles, Eastern Municipal Water District, and many others. Ag Tech has operated similar type services requested in the City of Calexico's RFP successfully for over 30 years.

Ag Tech is our 3000 acre farm located in Yuma Arizona where we produce foliage crops through the established and effective management of Biosolids. Our crops return exceptional yields and produce a high nutrient product which we supply to the Livestock Feed Industry. We support the re-use of biosolids as a soil amendment over landfilling or composting.



Ag Tech is pleased to respond to The City of Calexico's Request for Proposals (RFP) for Land Application Recycling and Landfill Disposal Options for Biosolids Management. In hopes of securing this opportunity, we have included our completed Proposal including the requested forms and attachments as per instructions. This proposal shall remain valid for a period of not less than 120 calendar days for the date of this submittal.

Thank You



Cal Mullenix

**Director of Operations**

**AG TECH LLC**

**Western Express Transporters**

**602-377-7250**

[Cal@Westexp.com](mailto:Cal@Westexp.com)



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## **Project Approach**

We are the closest registered and permitted land application site to the City of Calexico. We will provide all equipment necessary to load our trucks, and have back-up loaders available should the need arise. We manage a fleet of CARB Compliant Trucks and trailers that can easily accommodate the required tasks. Our trucks arrive on schedule and run until the day's mission is completed. We own all of our own equipment and do not use sub-haulers to shirk our responsibilities or to place our customers at risk.

Given an estimated volume of 3,500 tons of biosolids, we can predict the need to move 140 truckloads of material from Calexico to our Facility in Yuma Arizona. Depending upon the needs of the City of Calexico, and the Chief Plant Operator, we could complete the project at a sustainable pace within 30 days. Failing to handle biosolids correctly often leads to a never ending series of disappointing results, increased vector activity, odors and public complaints.

We will meet or exceed all insurance requirements, DOT filing requirements, and the high standard of equipment safety and maintenance that have always done. We will not attempt to gain an economic advantage over our competitors by using sub-haulers or owner operators to create a guise of insurance compliance while placing the city at risk and liable for the actions of what could result in a very expensive and lengthy legal matter. Though this would certainly result in a huge insurance cost savings for the contractor, it could be devastating for the City, Imagine getting the call that the contractor's sub-hauler was just involved in an accident with fatalities while transporting materials from the City of Calexico, and it has been determined that the sub-hauler is in fact not covered by the contractors insurance,

We will continue to perform safety inspections on our equipment daily, provide service as per the manufactures maintenance schedule, and comply with all state and federal laws applicable to our geographical location and our operations. We own and operate our own maintenance facility here in Yuma and also support our drivers with "road service" whenever needed.

We own all of our trucks and equipment, we provide our personnel in every aspect of our operations, we own our own maintenance facility, we own our own Farms, we own our own proprietary treatment facility, and we own the very sites where the City of Calexico's Biosolids are land applied....we control every step of our operations giving our customer confidence that, "we are the right choice".



Ag Tech LLC has been providing Biosolids Management Services since 1980. We are the Largest and most experienced Biosolids Management Company in the Southwest United States, and have been managing municipal biosolids for decades. Many of our developments in Biosolids Management techniques have been adopted by other states as well as the United States Environmental Protection Agency as is evident by program inclusions found within many EPA Publications today.



Ag Tech is the only authorized and permitted Biosolids Sub-surface Injection facility within 200 miles of the City of Calexico. We have spent many years honing our craft and improving our infrastructure through both capital investments and modern advancements in Injection Technology. We can currently manage a daily inflow of 200,000 gallons of both Class B Biosolids, with a solids % less than 10, and untreated domestic septage at our Facility with long term sustainable back-up contingencies allowing us to operate continuously around the clock without interruption.



Ag Tech shall be responsible for the following:

**1 Environmental Conditions**

Ag Tech will ensure that the frequency of biosolids hauling meets the needs of the individual treatment facilities and that all uses and/or disposal methods comply with the applicable state and federal requirements, including but not limited to:

- a. 40 CFR 503 Subpart C: for biosolids that are placed on the land (surface disposal) for the purpose of disposal (dedicated land disposal sites or monofills)
- b. 40 CFR 258 for biosolids disposed of in municipal solid waste landfills; and
- c. 40 CFR 257 for all biosolids use and disposal practices not covered under 40 CFR 258 or 503
- d. Applicable portions of Arizona Administrative Code Title 18 Chapter 9, Article 10

**2. Duty to Mitigate**

Ag Tech shall, as to the City's biosolids, take all reasonable steps to prevent or minimize the use or disposal of those biosolids which have a likelihood of adversely affecting human health or the environment

**3. Ag Tech shall ensure that:**

- a. The City's biosolids do not enter wetlands or other waters of the United States
- b. Treatment of the City's biosolids in addition to that provided by the City, storage, use, or disposal does not contaminate groundwater.
- c. Treatment of the City's biosolids in addition to that provided by the City, storage, use, or disposal of those biosolids does not create a nuisance including objectionable odors or attraction of flies or other disease carrying vectors.

**4. Monitoring Program**

If biosolids generated by the City are placed in a surface disposal site, dedicated land disposal site, or monofill; Ag Tech shall develop a groundwater monitoring program for the site, or certifies that the placement of biosolids on the site will not contaminate any aquifer.



## **5. Biosolids Storage**

- a. Ag Tech shall not store The City of Calexico's biosolids.
- b. Ag Tech may store the City's biosolids for a period which is less than two years provided Ag Tech submits information to the Arizona Department of Environmental Quality (ADEQ) and the City on the storage location and date of final use or disposal.

## **6. Surface Water Protection**

Ag Tech shall ensure that all disposal or storage sites that received biosolids generated by the City are designed and operated to:

- a. Divert surface runoff from adjacent areas
- b. Protect the site boundaries from erosion
- c. Prevent any drainage that has contacted biosolids from escaping the site
- d. These features shall be designed to be protective for a 24 hour, 25-year storm event.

## **7. Inspection and Entry**

Ag Tech shall allow authorized representatives of the City, ADEQ or EPA to:

- a. Enter all premises where the City's biosolids are stored, used, or disposed; and
- b. Have access to and copy any records that must be kept under the conditions of Arizona Administrative Code Title 18 Chapter 9, Article 10 and 40 CFR 503, Subpart C; and
- c. Inspect any facilities, equipment (including monitoring and control equipment), practices, or operations used in the storage, use, or disposal of biosolids generated by the City.

## **8. Monitoring**

- a. Ag Tech shall test biosolids generated by the City which are land applied for organic Nitrogen, Ammonia-Nitrogen and Nitrate-Nitrogen at least once per month
- b. Ag Tech shall ensure that biosolids are tested using methods which are specified by EPA and required by ADEQ. Ag Tech shall also ensure that all



testing is performed by a laboratory which is certified by the Arizona Department of Health Services for environmental compliance testing.

c. Test results for all biosolids sampling shall be expressed in milligrams of pollutant per kilogram (mg/kg) of biosolids on a 100% dry weight basis.

d. The results of laboratory tests of the City's municipal wastewater biosolids performed by the City or at its request shall be made available to Ag Tech upon request.

e. The results of laboratory tests of the City's municipal wastewater biosolids performed Ag Tech or at his request shall be made available to the City upon request.

#### **9. Documentation**

Ag Tech shall document operational practices used to ensure vector attraction reduction. Records shall be retained and made available to the City, ADEQ and/or EPA upon request.

#### **10. Modifications**

Ag Tech will be responsible for making any modifications to the injection site(s) which may become necessary as the result of changes in state and federal requirements governing the disposal of municipal wastewater biosolids.

#### **11. Notification of Land Application**

a. The biosolids disposal site shall meet all state and federal requirements for the land application of municipal wastewater biosolids at all times.

b. Ag Tech will provide written documentation demonstrating that the injection site is permitted and approved by all applicable state and federal agencies.

c. Prior to the application of any biosolids generated by the City on a new or previously unreported site, Ag Tech shall notify the City and the ADEQ Biosolids Coordinator. The notification shall include a description and topographic map of the proposed site(s), slope of land surface, names and addresses of the applier and the site owner, and a listing of any state or local permits which must be obtained. The plan shall include a description of the crops, or vegetation to be grown, proposed loading rates and determination of agronomic rates. Additionally, if biosolids are to be land applied, in Arizona, applicators must



complete and submit to the ADEQ Biosolids Coordinator, a Request for Registration per Arizona Administrative Code R18-9-1004.

## **12. Notification of Non Compliance**

- a. Ag Tech shall notify ADEQ and the City of any non-compliance with the provisions of Arizona Administrative Code Title 18 Chapter 9, Article 10 which may endanger health or the environment. Ag Tech shall provide the information orally within 24 hours of becoming aware of the circumstances.
- b. For instances of non-compliance which do not present a threat to health or the environment, the Ag Tech shall notify the City and ADEQ in writing within five working days of becoming aware of the circumstances.
- c. Ag Tech shall notify the City with 24-hours of any enforcement action involving the use or disposal of the City wastewater biosolids.

## **13. Shipment to or from another state**

- a. If biosolids generated by the City are shipped to another State or to Indian Lands, Ag Tech shall send a notice of shipment to the City, the ADEQ Biosolids Coordinator, and to the permitting authorities in the receiving State or Indian Land (EPA region for the area and the State/Indian authorities respectively) at least 60 days before the biosolids are shipped.
- b. If biosolids generated in another State, Indian Lands, or any area other than the City of Calexico are applied at the same disposal site used to dispose of biosolids generated by the City of Calexico, Ag Tech shall notify the City in writing at least 30 days prior to receiving such biosolids. The notification shall include at a minimum, the place where the biosolids were generated, the amount of biosolids to be applied, estimated application dates, and certification by the Ag Tech that the biosolids comply with all the requirements of the Arizona Department of Environmental Quality either separately or when combined with the City's biosolids and the U.S. Environmental Protection Agency for the land application of biosolids, including land application rates.

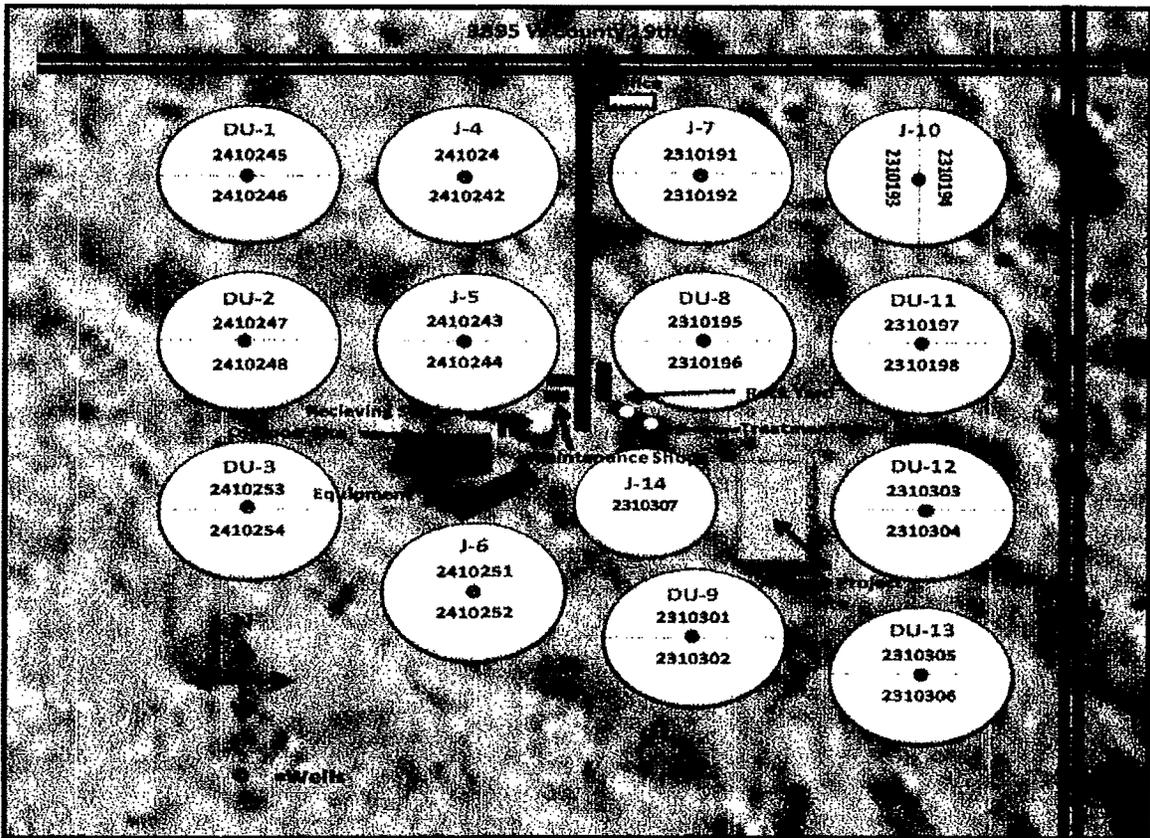
## **14. Annual report**

With respect to the disposal of biosolids generated by the City of Calexico, Ag Tech shall submit the following information to the City, the EPA and the ADEQ Biosolids Coordinator by February 19th of each year for the period covering the previous calendar year under the Agreement:



- a. Locations of land application sites (with field names and numbers) used that calendar year, size of each field applied to, name of the applier and name of the site owner;
- b. Volumes applied to each field (in wet tons and dry metric tons), nitrogen applied, calculated plant available nitrogen;
- c. Types of crop planted, the date of planting, and date of harvesting;
- d. For any biosolids exceeding Arizona Administrative Code R18-9-1005, Table 2 metals concentrations, the locations of sites where applied and cumulative metals loading at that site to date;
- e. Certifications of management practices in Arizona Administrative Code R18-9-1007 or Arizona Administrative Code R18-9-1008; and
- f. Certifications of site restrictions in Arizona Administrative Code R18-9-1009

**15. Site Specific Data**



## Biosolids Management

Ag Tech accepts biosolids from, Eastern Municipal Water District, Orange County Sanitation District, San Elijo Water Treatment Facility, Escondido and others. The above generators process their biosolids through anaerobic digestion followed by dewatering. The consistency is that of a paste with a moisture content that varies between 20 and 30% solids. Biosolids contain large amounts of organic matter which are bound as plant nutrients, such as nitrogen and phosphorous, as well as plant micronutrients, such as copper, selenium, and zinc. Biosolids, on an average dry basis, show a plant fertilizer value of 4.5 – 2.5 – 1 NPK.

The content of metals in biosolids is comparable or lower than other commonly used fertilizers. The 40 CFR Part 503 biosolids regulations define the metal limits as “Ceiling Concentration” and “Exceptional Quality”. Biosolids qualify for land application if, at a minimum, they meet the ceiling concentration with the condition that the sites receiving biosolids can track, on an annual basis, the cumulative soil loading for all metals.

## Application Rates

Application rates are based on the nitrogen content in biosolids, expressed in milligrams of Nitrogen per kilogram, and the specific crop nitrogen needs. Nitrogen content in biosolids is determined from the average shown in the generator’s reports provided monthly. Each crop has a specific nutrient requirement determined in the literature (e.g. Western Fertilizer Handbook). Biosolids are applied to approved and registered applications sites at volumes/rates complimentary of the crops specific nitrogen needs. also known as the “agronomic rate”. Table 1 summarizes the plant nutrient requirement for the most common crops we produce.

Crop	Crop Yield (tons)	Biosolids Application Rate (lb/acre)		
		N	P	K
Barley	2.5	200	60	160
Cotton	0.75	250	65	125
Silage Corn	12.0	250	60	150
Sorghum	3.5	225	60	165
Sudan	6	280	70	185
Wheat	3.0	250	70	200
Alfalfa	8.0	600	95	480



## Crop Specific Application Rate

The application rate for each specific site is first estimated from the site size, the crop to be planted, and the average nutrients in biosolids.

The results of the biosolids from different sources and a projection of the quantities of biosolids loads that are expected from each source are factored into the application rate calculation. This estimate is produced by the Compliance Manager and provided to the Farm Manager.

The primary factors used to calculate the application rate are;

1. The percent solids
2. The nitrogen content of the biosolids
3. The nitrogen mineralization Rate
4. The volatilization rates,
5. and the nitrogen needs for the crop to be planted (also known as plant available nitrogen or PAN).

Ag Tech integrates the process of determining target application rates and nutrient loading limits with a computerized tracking system. The compliance manager determines target application rates after consultation with the farm manager. The farm manager determines the desired nitrogen and other nutrient levels utilizing soil and crop analyses, crop yield, and standard agronomic tables. He inputs this data into an electronic calculation table for a determination of the appropriate biosolids application rate required in order to reach the desired soil fertility levels. The system utilizes current biosolids analysis data to compute the target application rate needed to meet the fertility goals while maintaining a safe level of trace metals loading following an algorithm outlined below. The criteria for the critical parameter monitoring are included in the 40 CFR Part 503 Rule.

**Step 1)** Determine the crop's nitrogen requirement (CNR) by the method described in the preceding paragraph.

**Step 2)** Compute the pounds of available Nitrogen per ton of biosolids applied using the following embedded formula or nitrate testing of soil:

$$\text{Pounds N/Ton Biosolids} = ((\% \text{NH}_4\text{-Ni}) \times \% \text{Solids} \times 500) + ((\% \text{NO}_3\text{-Nj}) \times \% \text{Solids} \times 2000) + ((\% \text{No}) \times \% \text{Solids} \times 400)$$

Where: Ni = inorganic nitrogen in biosolids  
No = organic nitrogen in biosolids

**Step 3)** Compute residual nitrogen from previous land application as a measure of the percentage of original applied amount:

- a) for current proposed crop = 20%



- b) for second crop rotation = 10%
- c) for third crop rotation = 5%
- d) for fourth crop rotation = 3%
- e) for fifth crop rotation = 3%

$$\text{Residual Nitrogen (RN)} = 3.a + 3.b + 3.c + 3.d + 3.e$$

or use most recent soil test data to determine PAN.

**Step 4) Compute Target Application Rate (TAR):**

$$\text{CNR} - \text{RN} = \text{TAR (pounds of N/acre)}$$

$$\text{TAR (pounds of N/acre)} / \text{Step 2 (lb. N/ ton biosolids)} = \text{TAR (tons biosolids/acre)}$$

**Step 5) Determine application limits based on annual whole sludge application rate (AWSAR)**

Cumulative Pollutant Loading Rates, in Kg/ha, from Table 3, according to 40 CFR 503.13

A) Maximum Annual Pollutant Loading Rate, in Kg/ha, according to 40 CFR 503.13(b)(4):

<u>Kg/ hectare</u>	
Arsenic .....	2.0
Cadmium.....	1.9
Chromium.....	150.0
Copper .....	75.0
Lead .....	15.0
Mercury .....	0.85
Molybdenum.....	0.90
Nickel .....	21.0
Selenium .....	5.0
Zinc .....	140.0

B) Cumulative Pollutant Loading Rate, in Kg/ha, according to 40 CFR 503.13 (b)(2):

<u>Kg/ hectare</u>	
Arsenic .....	41
Cadmium.....	39
Chromium.....	3000
Copper .....	1500



Lead .....	300
Mercury .....	17
Molybdenum.....	18
Nickel .....	420
Selenium .....	100
Zinc .....	2800

**Step 6) Determine the Target Application Rate (TAR)**

The computer will default to the lowest sum in Steps 4 and 5 and this will be the TAR.

**Step 7) Compute the remaining site life in years:**

Determine the number of pounds of each metal that were added throughout the year utilizing the Annual Pollutant Loading Rates, Ceiling Concentration Limits (APLR), prior application amounts, and Cumulative Pollutant Loading Rates, compute the remaining site life at current application rates:

$$AWSAR = APLRC \times 0.001$$

The target application rate is monitored using the consolidated reporting forms and the computerized tracking system. The data is entered into the computer daily except weekends and holidays.

**Tracking Site Lifetime Application**

The tracking of site lifetime application is not required by 40 CFR 503 for exceptional quality biosolids, however this is done. The potential biosolids application life for a particular site is calculated on a yearly basis and depends on the metals content of the biosolids and the application rate.

**1. Management Plan**

**A. General Operating Constraints**

Land application via Sub-surface Injection of biosolids is regulated at the federal level by the 40 CFR 503 Rule, which defines the minimum standards required for land application of biosolids. The 503 Rule, as it is commonly referred, establishes processing methods, which determine the vector attraction reduction and the pathogen level, as well as defining the concentration of metals, crops allowed, and site access restrictions.

At the state level, the Arizona Department of Environmental Quality's 18 A.A.C. 9, Article 10, - Arizona Pollutant Discharge Elimination System Disposal, Use,



and Transportation of Biosolids, is a primary source for regulatory information. All land application sites have the applicable permits with the county or state agency that oversees this activity. The permits in Yuma County are issued by our friends at the Arizona Department of Environmental Quality (ADEQ).

## **B. Management Practices**

Land application and sub-surface injection follows harvest of any standing crop and the disking of the site to remove any furrows. The Farm Manager then flags any restricted areas by measuring the appropriate setback as defined in Arizona's Article 10. (whichever is applicable), or the local requirement, whichever is stricter.

The following management practices will be followed:

- Biosolids will not be applied at an application rate greater than the agronomic rate of the crop planned for the site
- Biosolids will not be applied to land that is flooded
- Biosolids will not be spread if the weather prohibits its incorporation
- Biosolids will be incorporated into the soil as soon as possible
- Every site will grow a viable crop prior to any additional biosolids application

## **C. Equipment Utilized**

Ag Tech and its sister company, Western Express Transporters provides all the equipment used to transport and land apply biosolids. Biosolids from the City of Calexico are transported in semi tanker trailers pulled by tandem-axle truck tractors. The net volume capacity of the trailers is 6800 gallons, which correspond to a net weight capacity of between 25 and 27 tons. The trailers are equipped with 4 and 6 inch discharge valves and are top loaded. 8 tankers are assigned to Yuma.

## **D. Transportation**

### **a. Permits**

Both Ag Tech and Western Express Transporters are permitted as a motor vehicle contract carrier by the Interstate Commerce Commission and as a highway contract carrier by the US Department of Transportation.

### **b. Truck Routes**

On a daily basis, the dispatcher, routes truck drivers to the assigned fields. The factors that influence routing selection include traffic (accidents, road construction), weather, location of residences, potential for dust, and school bus routes.

### **c. Delivery Windows**



The general manager coordinates with the municipal customer's loading coordinator the best delivery window, which depends on the travel distance, traffic, route, and impact on the public.

**d. Truck Maintenance, Appearance, and Recordkeeping**

All trucks and trailers are properly maintained to provide the safe transport of biosolids and to prevent release of biosolids as per the Biosolids Release Plan. The mechanical maintenance schedule of truck tractors and trailers follow the manufacturer's recommendations and records are kept in the Western Express Trucking office. The structural integrity of truck trailers are also tested by visual inspection and fixed accordingly to avoid accidents and biosolids releases. This includes the placing and maintenance of adequately working safety pins on trailer gates, hatches and lids. All repairs are logged and records are kept in the Western Express Trucking office. All truck maintenance records are made available to municipal customers upon request.

**e. Driver Training**

Ag Tech/Western Express Transporters truck drivers receive training on an annual basis on the following:

- Loading and procedures at wastewater treatment plants
- Safety and biosolids
- Do's and don'ts of biosolids transportation
- Release prevention and release cleanup procedure
- Unloading and cleaning procedure
- Recordkeeping
- Public relations
- Customer Service

The records of this training are kept in the Western Express Trucking office and are made available to clients upon request.

**f. WET Contact Information**

Mark Pemberton (Yuma, AZ).....	(928) 941-3655
Kevin Good (Yuma AZ) .....	(928) 919-4667

**E. Incorporation**

After injection, any visible material is disked into the soil with a disk pulled by an agricultural tractor. For certain soil conditions, and to assure better blending and incorporation into the soil, the material can be injected in two complete cycles. Prompt and adequate incorporation is done to avoid public nuisances, such as odors and flies.



**F. Soil types**

Yuma County, Arizona

The sites permitted for biosolids land application contain Indio Silt Loam soils which are formed in mixed alluvium. The permeability is moderate with a rooting depth of 64 inches or more, high water capacity, and medium surface runoff. This soil is used for irrigated alfalfa hay, small grains, cotton, sugar beets, grain sorghum, citrus fruit, vegetables, and Bermuda grass.

**G. Groundwater Depth**

The groundwater level underlying the Yuma County sites are about 90 feet with a southwest gradient.

**H. Prevailing Winds**

In Yuma County, the prevailing winds are from northeast characterized by a weak breeze and reversing directions during the afternoon.

**2. Controls**

**A. Soil Testing**

Soils from each field are analyzed prior to the initial biosolids application and subsequently after every 40 dry metric tons applied per acre of application. A composite of soil from a depth ranging from 12-18 inches are sampled at 6 separate, randomly selected locations per field, and are analyzed by an Arizona Certified laboratory.

**B. Biosolids Quality**

Biosolids received for land application must be endorsed by a Certificate of Biosolids Quality to ensure receiving at least Class B material. In the event Sub-class B biosolids is received it will be redirected for Further Treatment, Composting or, as a last resort, land fill disposal.

**C. Odor Control**

Odors at the site are not a major impact due to the remoteness of Ag Tech's site locations and restricted public access.

**D. Noise Control**

Truck and trailers are maintained in accordance with the Department of Transportation requirements for noise control.

**E. Water Quality Controls**

**a. Surface Water**

The setbacks from application sites to surface water courses, either dry or flowing, are 100 feet.



**b. Groundwater**

The setbacks to drinking water wells are 500 feet and to non-domestic wells are 250 feet.

**F. Inspections**

Verification of regulatory compliance is done by several different agencies. The Arizona Department of Environmental Quality and the biosolids generators perform periodic inspections and report with verbal and written notifications and recommendations for improvement.

**3. Emergency response**

**A. Weather**

No application will be done when the precipitation is greater than 0.025 inches per hour or when the soil is saturated. When either of this occurs, the operation will be halted and, depending on the situation, may be moved to another more appropriate site. The project manager will inform the dispatcher and the customers of any change in schedules. The dispatcher, in turn, informs the drivers of any change in routes and delivery locations.

**B. Biosolids Release Response**

Available upon Request.

**C. Fire**

Need for evacuation of fields or offices will be determined by field manager or dispatcher in event of threat of fire.

**4. Monitoring**

**A. Soil Testing**

Soils from each field are analyzed prior to the initial biosolids application. A composite of soil from ranging from 12-18 inches are sampled at 6 separate, randomly selected locations, and are analyzed on each permitted site. Soils are analyzed by AZ certified Labs.

Plant Macro Nutrients & others: (analyzed prior to application)

- Total Kjeldahl Nitrogen
- Phosphorous
- Ammonia Nitrogen
- Nitrate Nitrogen
- Phosphate
- Potassium
- Cation Exchange Capacity
- Soil pH



- Arsenic
- Cadmium
- Copper
- Lead
- Mercury
- Nickel
- Selenium
- Zinc
- PCBs
- Dioxins

Periodically, samples are tested for other parameters such as Boron, Total Petroleum Hydrocarbons, Toxic Organics indicators, Sodium Adsorption Ratio.

#### **B. Recordkeeping**

Ag Tech collects and maintains the following information indefinitely:

- The location, by quarter section, section, township, range and assessor's parcel number, of each site on which biosolids is applied, including a map, of scale 1:24,000 or larger, accurately showing the location.
- The number of hectares in each site on which biosolids is applied.
- The date biosolids was applied to each site.
- The cumulative amount of each pollutant, in mg/kg in the biosolids applied to each site.
- The amount of biosolids, in dry tons, applied to each site.
- A description of how the requirements to obtain information in the above paragraph are met.

#### **5. Available upon request**

- A. Maps of Permitted Sites (including landmarks, major farm roads, dwellings, wells, field numbers, and acreage)
- B. Copy of Permits
- C. Biosolids Release Response Plan

### **EXPERIENCE AND QUALIFICATIONS**

**Qualifications, Related Experience and References of AG TECH** –Ag Tech is confident that The City of Calexico will find the following information more than sufficient to establish that Ag Tech has the ability to continue to satisfactorily perform the required biosolids management work by reasons of: Experience in performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability



of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

The following information provides a brief profile of Ag Tech/Tule Ranch, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees:

Ag Tech offers an existing turnkey transportation and Class B land application management service to The City of Calexico to use approximately 4,000 acres of permitted land in Yuma County, Arizona for the land application of its Class B biosolids. Ag Tech also offers biosolids (Class B and sub-Class B) landfill services at the South Yuma County landfill, with backup landfill services available at the Allied Waste Landfill located in Buckeye, Arizona.

Western Express Transporters, Inc. owns and operates a dedicated fleet of on-road equipment specifically designed for the needs of treatment agencies. Ag Tech will subcontract the transportation services to Western Express, Inc. and Western Express Transporter's, Inc., a reputable and proven biosolids transporter. Western Express has been transporting material for over 14 years, and Western Express Transporter's, Inc. for over 8 years. Also, both companies own and operate a combined fleet of 80+ Freightliners and water tight bottom dump trailers, walking floor trailers, and end dump trailers.

Ag Tech is dedicated to providing biosolids services to municipal wastewater treatment plants. It does so by transporting, processing, and beneficially using the plant nutrients, micronutrients, and organic matter present in biosolids to grow feed crops in accordance with federal, state, and local regulations. All told, Ag Tech probably has more experience than any other permitted operator in Yuma County in safely and the effectively reuse of organic residuals.

Ag Tech has been in business for over 40 years. AgTech/Tule Ranch and Western Express have significant land holdings and equipment assets and has been successful in not relying on outside financial influences and has been self-financed for over 20 years.

The following information describes Ag Tech's experience in performing work of a similar nature to that solicited in this RFP, and highlights the participation in such work by the key personnel proposed for assignment to this Scope of Work/Technical Specifications.

Ag Tech has been providing biosolids and other organic residuals reuse services at its farm site since 1978. All told, our company probably has more experience than any other permitted Arizona/California operator in safely and effectively using organic residuals. As a family-run operation, we have continually provided



the same point of contact, do not have to deal with a major corporate structure and maintain positive professional working relationships with all of our clients.

Our company prides itself on its track record of continual, unfaltering service to dozens of publicly owned treatment agencies including:

- **OCSD** – Land application and chemical stabilization of biosolids in Kings and Kern County from 1997 through 2003. Land application of biosolids, and occasional landfilling in Yuma County, Arizona from 2003, and still currently operating in Yuma County Arizona. Fifteen total years of service.
- **LACSD** – Land application and chemical stabilization of an average of 35 loads per week from Carson to Kings and Kern County from 1994 through April 2012. Valencia from 2000 to April 2012. Eighteen total years of service.
- **Goleta** - Chemical stabilization and land application of biosolids in Kern County from 2000 and still currently operating. Twelve total years of service.
- **Ventura Moorpark** – Chemical stabilization and land application of biosolids in Kern County from 2003 and still currently operating. Nine total years of service.
- **Mission Springs** – Chemical stabilization and land application of biosolids since 2015
- **Palm Springs** – Landfilling at the South Yuma Landfill from 2012 and still currently operating.
- **Eastern Municipal** – Three facilities use land application of biosolids, and in Yuma County, Arizona and one facility producing sub Class B biosolids compost its biosolids at the Arizona Soils facility since 2008, and still currently operating. Four total years of service.

## PROJECT TEAM

Proposed Staffing and Project Organization – The following information describes the method that Ag Tech will use to manage the Scope of Work/Technical Specifications as well as identify key personnel assigned.

Ag Tech has provided information that describes the education, experience, and applicable professional credentials of Ag Tech's staff assigned to provide the services requested in this RFP as part of the information included in the resumes requested.





Ryan Unruh,  
Ag Tech LLC Farm Manager

Ryan joined Ag Tech in 2011, bringing years of experience in agriculture and biosolids operations.

As our Farm Manager he oversees the day to day operation of Ag Tech. He supervises the farm staff in everything from planting through harvesting and facilitates the biosolids application operation.

The responsibilities of Farm Manager include deciding which crops to plant and in what quantities, drawing up planting and harvesting schedules, and coordinating these activities with farm operators. A farm manager might plan the work schedules of full-time employees and decide when temporary workers will be needed. At harvest time the manager may be responsible for deciding when and to whom crops should be sold for maximum profit. If production goals have not been met, the manager is responsible for identifying and correcting the problem to ensure that the farm runs as efficiently and profitably as possible.



Mark Pemberton

General Manager, Western Express Transporter's, Inc.

Mr. Pemberton manages and ensures that shipments into or out of an organization are handled quickly, safely, and within budget constraints. This includes oversight of transportation equipment and personnel operated by our company. He also evaluates shipment options, legal issues, government regulations, and safety procedures as required.



Mr. Pemberton develops and executes policies and procedures for efficient transportation operations. He is in charge of personnel activities and schedules, and he oversees shipment coordination and routing. Mr. Pemberton ensures that customer problems are researched and corrected. He is responsible for staying current with various regulations including those related to hazardous shipments, employee safety, and freight classifications. Maintenance, repair, and replacement of shipping equipment or vehicles are also additional responsibilities.



Kevin Good

Transportation Manager Western Express Transporter's, Inc.

Mr. Good has over 30 years of experience in the transportation industry. Also, Kevin Good is responsible for training, drug screening, safety, insurance and personnel records, responsible for payroll, and various reports, responsible for all DMV, DOT, and FMCSA regulations enforcement and records. Kevin Good is responsible for the daily dispatching of loads and driver assignments.

Ag Tech LLC, its staff and employees would like to thank the City of Calexico for allowing us to participate in the City's RFP for Biosolids Management.

Thank You



## **ATTACHMENT A**

### **COST PROPOSAL**

AG Tech LLC, will, provide Loader/Loaders to load trucks From Calexico's WWTP.

Ag Tech LLC will, provide, Carb Compliant, Registered, and Insured trucks and trailers necessary to accomplish the goals and loading schedules approved by the City of Calexico and the Chief Plant Operator.

AgTech LLC will provide all trained,, experienced and qualified personnel to operate loaders and Commercial Trucks required to meet established goals.

Ag Tech LLC will provide all EPA and ADEQ authorized and registered Land Application Sites required to effectively, and responsibly land apply Class B biosolids from the Calexico WWTP.

Ag Tech LLC will provide all personnel and equipment required to efficiently land apply and beneficially re-use the Class B Biosolids Generated from the Calexico WWTP to produce High Yielding, Nutrient Rich foliage crops.

Ag Tech LLC will track monitor and report all such activities to the EPA, ADEQ and the City of Calexico to include Annual reporting requirements.

Ag Tech LLC will maintain all documentation and records of these events indefinitely.

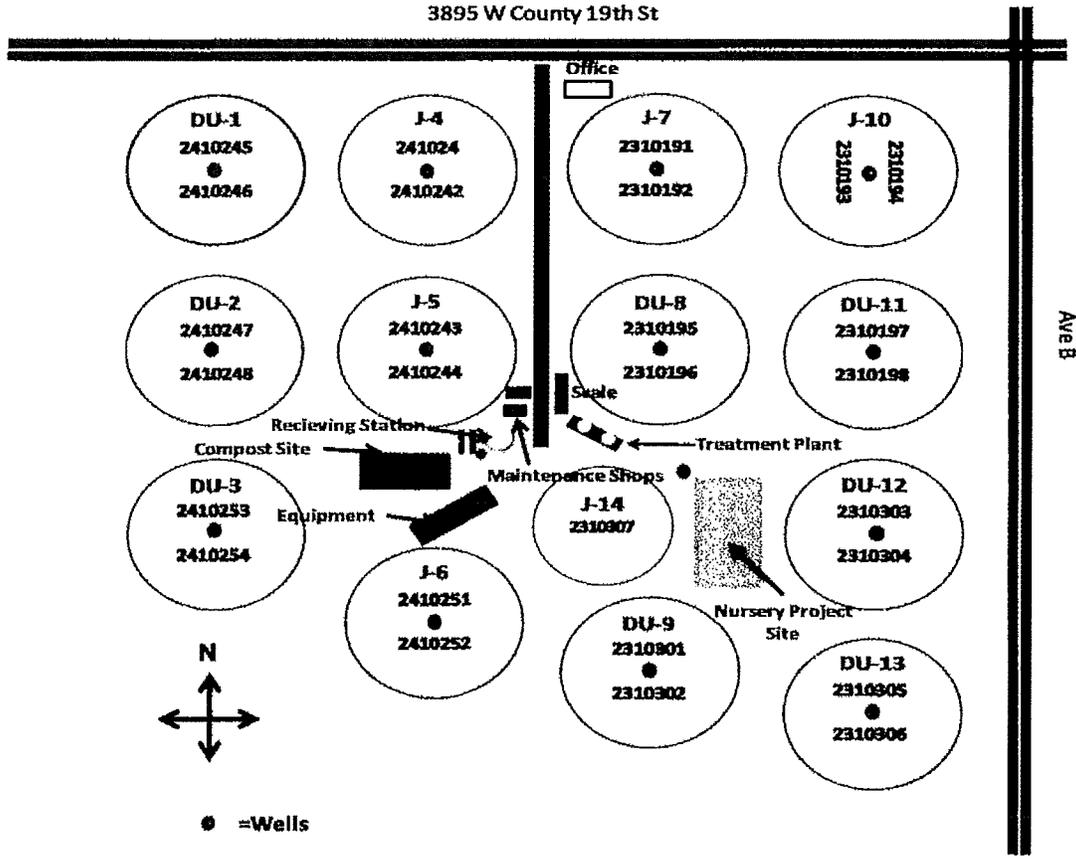
After careful consideration of The City of Calexico's RFP for Biosolids Management, Ag Tech LLC, respectfully submits the offer of \$28.85, per wet ton (Twenty Eight dollars, and eighty five cents per wet ton) as compensation for "Full Service" Biosolids Management.





# AG TECH LLC

## Site Map



Site	Latitude	Longitude	Legal Description			
J-1	N32 32 56.8	W 114 40 46.5	NW4	Section 24	Township 10S	Range 24W,
J-2	N 32 32 30.4	W114 40 46.3	SW4	Section 24	Township 10S	Range 24W,
J-3	N 32 32 04.3	W 114 40 46.3	NW4	Section 25,	Township 10S	Range 24W,
J-4	N 32 32 56.9	W 114 40 15.4	NE4	Section 24	Township 10S	Range 24W,
J-5	N 32 32 30.5	W 114 40 15.4	SE4	Section 24	Township 10S	Range 24W,
J-6	N 32 32 04.2	W 114 40 15.4	NE4	Section 25	Township 10S	Range 24W,
J-7	N 32 32 57.0	W 114 39 44.6	NW4	Section 19	Township 10S	Range 24W,
J-8	N 32 32 30.6	W 114 39 44.4	SW4	Section 19	Township 10S	Range 24W,
J-9	N 32 32 04.4	W 114 39 44.4	SW4	Section 30	Township 10S	Range 24W,
J-10	N 32 32 57.1	W 114 39 13.4	NE4	Section 19	Township 10S	Range 24W,
J-11	N 32 32 30.7	W 114 39 13.1	SE4	Section 19	Township 10S	Range 24W,
J-12	N 32 32 04.4	W 114 39 13.1	NE4	Section 30	Township 10S	Range 24W,
J-13	N 32 31 38.4	W 114 39 12.9	SE4	Section 30	Township 10S	Range 24W,
J-14	N 32 32 15.6105	W 114 39 44.2899	NW4	Section 30	Township 10S	Range 24W,



**Attachment C**

**REFERENCE SHEET**

The following are the names addresses and telephone numbers for three (5) municipal or industrial contacts which proposer has provided similar service to within the past five (5) years.

<p>1  <u>Company: Orange County Sanitation District</u>  <u>Contact: Jim Colston</u>  <u>Address: 10844 Ellis Avenue</u>  <u>Fountain Valley, CA 92708-7018</u></p>	<p><u>Telephone: (714)962-2411</u>  <u>Fax: (714)962-2591</u>  <u>Email: jcolston@ocsd.com</u></p>
<p>2  <u>Company: City of Somerton</u>  <u>Contact: Jose Palomares</u>  <u>Address: P.O. Box 638</u>  <u>501 S. Tumbaga Somerton, AZ 85350</u></p>	<p><u>Telephone: (928)627-7840</u>  <u>Fax: (928)341-4794</u>  <u>Email: josepalomares@somertonaz.gov</u></p>
<p>3  <u>Company: Eastern Municipal Water District</u>  <u>Contact: Daniel Howell</u>  <u>Address: 2270 Trumble Road, Perris CA 92570</u></p>	<p><u>Telephone: (805)378-3005</u>  <u>Fax: (805)529-7542</u>  <u>Email: reddy.pakala@ventura.org</u></p>
<p>4  <u>Company: City of Yuma</u>  <u>Contact: Jermev McCall</u>  <u>Address: P.O. Box 13012</u>  <u>Yuma City Hall, One City Plaza, Yuma, AZ 85364</u></p>	<p><u>Telephone: (928)373-5000</u>  <u>Fax: (928)373-5012</u>  <u>Email: Jmccall@cityofyuma.com</u></p>
<p>5  <u>Company: San Elijo Joint Powers</u>  <u>Authority</u>  <u>Contact: Chris Trees</u>  <u>Address: 2695 Manchester Ave P.O. Box 1077</u>  <u>Cardiff by the Sea 92007</u></p>	<p><u>Telephone: (760)753-6203</u>  <u>Fax: (760)753-5935</u>  <u>Email: ctrees@sejpa.com</u></p>



Ag tech LLC Proposal to the City of Calexico, Biosolids RFP 2016



**AGREEMENT BETWEEN THE CITY OF CALEXICO AND CONTRACTOR  
FOR  
WASTEWATER TREATMENT PLANT  
HAULING AND BENEFICIAL REUSE OF BIOSOLIDS**

**THIS AGREEMENT**, is entered into and effective as of the 5<sup>th</sup> day of July, 2016, by the **CITY OF CALEXICO, CALIFORNIA, municipal government** (hereinafter referred to as “City”), and AG Tech, LLC, Contractor (hereinafter referred to as “Contractor”).

**RECITALS**

**WHEREAS**, the City is in need of services to assist with the hauling and disposal of anaerobically digested dewatered municipal sludge from the Calexico Wastewater Treatment Plant (hereinafter referred to as “WWTP”) located at 298 W. Second Street, Calexico, California, and to provide labor and management for such service; and

**WHEREAS**, the City has found and determined that the most practical and financially responsible method for providing such service is through the utilization of an independent contractor; and

**WHEREAS**, the City has determined that Contractor is experienced and qualified to provide reliable, timely and environmentally sound Biosolids disposal services described herein; and

**WHEREAS**, the City finds that entering into this Agreement is in the best interest of the City of Calexico, California.

**NOW, THEREFORE**, the parties agree as follows:

1. That the above and foregoing is true and correct and agreed upon.
2. **DUTIES OF CONTRACTOR.** Contractor shall provide the following services:
  - A. Any and all supervision, labor, equipment, materials, permitted disposal sites, permitted storage facilities, permits, licenses, and any other resources necessary for the proper performance of the Agreement, except as otherwise indicated in this Agreement.
  - B. The loading and removal of the stockpiled sludge from the WWTP and for the transportation of sludge from the WWTP to Contractor permitted disposal sites(s) and/or permitted storage facility(ies) and for the ultimate disposal of such sludge. Contractor shall be responsible for compliance with any and all applicable laws, statues, regulations, ordinances, directives, licenses, and permits during the performance of this Agreement.
  - C. Performance of the services. Specified in detail in Exhibit “A,” “Special Provisions,” which is attached hereto and incorporated herein.

- D.** Workmanship and Supervision. In performing pursuant to this Agreement, Contractor shall provide the highest quality workmanship available. All work shall be performed by personnel directly employed and supervised by Contractor.

Contractor shall provide management and technical supervision as required to implant the work.

The Chief Plant Operator or designee shall make inspections to determine the Contractors conformity with the specifications as denoted in this Agreement and the adequacy of the work being performed.

- E.** Equipment. Contractor shall use and furnish, unless otherwise indicated herein, at its own expense, all labor, equipment and materials necessary for the satisfactory performance of the work set forth in this Agreement. Prior to commencing work, Contractor shall make all equipment they plan on using, available for inspection and approval by the Chief Operator. Only City-inspected equipment may be used for this Agreement. All vehicles must be clearly numbered for identification purposes.

Equipment used for hauling sludge shall comply with all permit requirements, and all Federal, State DOT, and local requirements for the state(s) where the vehicle will be used. Sludge hauling vehicles shall be equipped with seals, and splash plates, etc., as needed to prevent leakage or spillage. Tailgate seals, if required, shall be cleaned after each delivery, and equipment shall be scraped free of any sludge that could be dropped on the road. In order to minimize the number of vehicle trips, Contractor should maximize the use of large-capacity vehicles. A sufficient number of vehicles shall be available to allow for standby(s) in case of vehicle failure. In the event of equipment breakdown, it shall be Contractor responsibility to provide substitute equipment as needed. All equipment used for this Agreement shall be kept in good mechanical repair and present an acceptable appearance to the Chief Plant Operator.

Contractor shall park their equipment at the WWTP in orderly manner and only in areas designated by the Chief Operator. Contractor shall be responsible for any damage done to the asphalt roadway or loading area due to the failure of his drivers to properly support the landing wheels of a vehicle. Contractor will not be responsible for normal wear. Parking at the WWTP of Contractor equipment, other than the equipment being loaded is strictly prohibited unless prior approval by the Chief Plant Operator has been obtained.

Contractor must comply with State, County and City road and site dust control laws and regulations. Personnel, equipment and/or materials used for this purpose, is sole responsibility of Contractor.

Contractor must take whatever steps it feels necessary, including the use of chemicals, to ensure that offensive odors are not generated from their vehicles at the WWTP, disposal site, storage facility, or along the haul route. There shall be a thorough washing of all haul vehicles, at a location other than the WWTP, to remove any sludge that may be responsible for odors. In addition, Contractor shall provide to the Chief Plant Operator, copies of Material Safety Data Sheets for all chemicals used and stored on City property.

- F. Holidays. The following days are City Holidays on which Contractor shall not be obligated to perform any service:

New Year's Eve	New Year's Day	Martin Luther King Day
President's Day	Cesar Chavez BD	Memorial Day
Independence Day	Labor Day	Admission Day
Veterans' Day	Thanksgiving Day	Day After Thanksgiving
Christmas Eve	Christmas Day	

Access to the facility will be denied on these days. It is the responsibility of Contractor to determine which dates these holidays are observed by the City.

- G. Security. Contractor shall comply with the City's regular security and safety regulations, specifically:

(a) Contractor shall develop and implement an Illness and Injury Prevention Program (IIPP) for all employees of the Contractor at the WWTP.

(b) The use, possession, sale or distribution of drugs or intoxicants by Contractor, subcontractor, or any of their employees while on City premises or while actively representing or performing work for the City is prohibited. It shall be responsibility of Contractor to prevent such activities and to remove any employee or subcontractor employee whose ability to perform appears to be affected by the use of drugs or intoxicants. Failure of Contractor to comply with this provision may result in termination of this Agreement. All obligations under this whole or in part to the performance of this Agreement.

- 3. TERM OF AGREEMENT.** This Agreement shall be for the period of one year, commencing on the July 5, 2016 and ending on the July 5, 2017.
- 4. COMPENSATION.** Compensation and payment shall be as provided in the Special Provision of Exhibit "A."
- 5. STANDARD OF PERFORMANCE.** Consultant agrees to undertake and complete these services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services.

6. **PRINCIPAL IN CHARGE.** Consultant hereby designates \_\_\_\_\_ as its principal-in-charge and person responsible for necessary coordination with City Manager or his or her designee.

7. **HOLD HARMLESS.** To the full extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney fees incurred by City, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever incurred in relation to, as a consequence of or arising out of or in any way attributable in whole or in part to the performance of this Agreement. All obligations under this provision are to be paid by Contractor as the City incurs them.

Without affecting the rights of City under any provision of this Agreement or this section, Contractor shall not be required to indemnify and hold harmless City as set forth above for liability attributable to the sole fault of City, provided such sole fault is determined by Agreement between the parties or the findings of a court of competent jurisdiction. This exception will apply only in instances where the City shown to have been solely at fault and not in instance where Contractor is solely or partially at fault or in instances where City's fault accounts for only a percentage of the liability involved. In those instances, the obligation of Contractor will be all-inclusive and City will be indemnified for all liability incurred, even though a percentage of the liability is attributable to conduct of the City.

8. **CONTRACTOR ACKNOWLEDGES THAT ITS OBLIGATION PURSUANT TO THIS SECTION EXTENDS TO LIABILITY ATTRIBUTABLE TO CITY, IF THAT LIABILITY IS LESS THAN THE SOLE FAULT OF CITY.**

Contractor agrees to obtain executed indemnity agreement with provisions identical to those set forth here this section from each and every subcontractor, sub tier contractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this Agreement or this section.

9. **INSURANCE AND ADDITIONAL REQUIREMENTS FOR HAZARDOUS MATERIALS.** Without in any manner limiting the City's right to indemnification, it is agreed that Contractor shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, special and additional insurance coverage provided by insurance companies authorized to transact insurance business in the State of California as follows:

Worker's Compensation Insurance as required by California statutes.

Commercial or Comprehensive General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability (including death) and Products/Completed Operations Liability in an amount of not less than one million (\$1,000,000) per occurrence, combined single limit.

Comprehensive Excess Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injuring Liability (including death) and Products/Completed Operations Liability in an amount of not less than one million dollars (\$1,000,000) per occurrence combined single limit.

Comprehensive Automobile Liability Coverage, including owned, non-owned and hired vehicles, in an amount of no less than one million (\$1,000,000) per occurrence combined single limit, no aggregate.

Environmental Impairment (Pollution Legal Liability) Insurance in an amount of not less than one million dollar (\$1,000,000) per occurrence, combined single limit, no aggregate, and Contractor's Pollution Liability Insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) aggregate.

Prior to commencing any work under this Agreement, Contractor shall deliver to the City certificates of insurance in the standard accord form confirming coverage required by this Agreement and providing thirty (30) days prior written notice to the City in case of limitations of scope or coverage, cancellation or termination. The City of Calexico, and its officers, and employees (collectively, the "City") shall be named as an additional insured on each insurance policy required by this Agreement, excepting policies for Worker's Compensation and Environmental Impairment Liability provided; however, that the City shall not be included as an additional insured for claims, suits, demands or losses arising out of the City's negligence, omissions or misconduct. Said endorsement(s) shall be signed by an authorized representative of the insurance company, and shall include the signatures of company affiliation and title, and shall be delivered to the City prior to the City's execution of this Agreement. Should it be deemed necessary by the City, it shall be Contractor's responsibility to see that the City receives documentation acceptable to the City, which confirms that the individual signing said endorsement is authorized to do so by the insurance company. It is agreed that any insurance maintained by the City shall apply in excess of and shall not contribute to insurance provided by Contractor.

In addition to any remedies the City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, the City may at its sole option:

A. Order Contractor to stop work under this Agreement and withhold payment(s), which become due to Contractor, hereunder until Contractor demonstrates compliance with the requirements hereof; or

**B. Terminate this Agreement.**

Exercise of any of the above remedies, however, is an addition to other remedies the City may have and is not exclusive remedy for Contractor failure to maintain insurance or secure appropriate endorsements.

- 10. COMPLIANCE WITH ALL LAWS.** In performing the services hereunder, Contractor shall comply with all applicable laws, including, without limitation, those relating to health and safety, licensing, environmental, and the like.
- 11. PERMITS, LICENSES, CERTIFICATE.** Consultant, at Consultant's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of services under this Agreement, including a City business license.
- 12. INDEPENDENT CONTRACTOR.** In performing the services described herein, Contractor, its agents, officers, and employees shall be independent contractor of City and shall not be treated or considered employees of City.
- 13. CONSULTANT NOT AGENT.** Except as City Manager may specify in writing, Consultant, and its agents, employees, subcontractors and sub consultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.
- 14. CONFLICT OF INTEREST.** No member, officer, or employee of City, during his tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof and Contractor agrees not to allow, permit, grant, transfer or otherwise do anything which will result in such member, officer, or employee of the City from having such interest.
- 15. LAW GOVERNING.** This Agreement shall be governed by the laws of the State of California. Any suit, brought by either party against the other, arising out of performance of this Agreement shall be filed and maintained in a court of competent jurisdiction in the County of Imperial or in the U.S. District Court, Southern District of California.

Consultant shall promptly inform City Manager, or his or her designee, of any contract, agreement, arrangement, or interest that Consultant may enter into or have during the performance of this Agreement that may conflict with City's interests. This requirement includes contracts, agreements and arrangements with manufacturers, suppliers, contractors or other clients whose interests might be served by the services performed under this Agreement and Consultant's or Consultant's clients' interest in land that might be affected by the services. Consultant shall take such measures as are necessary in the performance of this Agreement to prevent actual or appearances of conflicts of interest.

**16. MODIFICATION OF AGREEMENT.** This Agreement may be modified only by a written amendment signed by both parties hereto.

**17. ASSIGNABILITY.** Contractor shall not assign or transfer any interest in this Agreement nor the performance of any of Contractor obligations hereunder, without the prior written consent of City, and any attempt by Contractor to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

**18. TERMINATION.** Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated at any time by either party for any reason of whatever nature upon sixty (60) days written notice as follows:

**CONTRACTOR:** AG Tech, LLC.  
P.O. Box 2854  
Yuma, AZ 85366

**CITY:** City Manager  
City of Calexico  
608 Heber Ave  
Calexico, CA 92231

**19. FAIR EMPLOYMENT PRACTICES.** Consultant agrees that all persons employed by Consultant shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

**20. NON-DISCRIMINATION.** Contractor shall comply with the provisions of Presidential Executive Order No. 11246 of September 24, 1965, and all other orders, regulations and laws governing non-discrimination in employment, including in particular, Section 122 (a) of the State and Local Fiscal Assistance Act of 1972.

**21. FORCE MAJEURE.** Neither party shall be considered in default in the performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered or prevented by any cause which is beyond the reasonable control of such party (hereinafter called "Forced Majeure"). Force Majeure includes but is not limited to any of the following, if reasonably beyond the control of the party claiming Force Majeure: delays caused by the other Party, war (declared or undeclared), blockades, hostilities, riots, strikes, lockout or other labor disturbances, epidemics, fires, storms, delays or interruptions in transportation, or any laws, regulations or ordinances of any government, governmental agency or court having or claiming to have jurisdiction over any part to this Agreement, or any other cause (whether or not of kinds specifically mentioned herein). Notwithstanding anything in this Agreement, Force Majeure does not include Contractor failure to obtain necessary permits, licenses, exceptions, or other authorization required to perform this Agreement.

**22. WAIVER.** City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

**23. ENTIRE AGREEMENT.** This Agreement represents the entire understanding of the parties as to these matters, contained herein. No prior oral or written understanding shall be of any force or effect with respect to these matters covered hereunder.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement on the date first above written.

**"City"**

**CITY OF CALEXICO**

BY: \_\_\_\_\_

Armando G. Villa, City Manager

**"Contractor":**

BY: \_\_\_\_\_

**APPROVED AS TO FORM:**

Office of the City Attorney

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Carlos Campos, Interim City Attorney

**ATTEST:**

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Gabriela Garcia, Deputy City Clerk

**Lucky Recycling Group  
702 Industry Way  
El Centro, Ca 92243**

# **Removal of Biosolids Bid**

**Bid 6-2-16**

**Attention: Jose A. Lopez**

**City of Calexico  
298 W Heber Ave  
Calexico, Ca 92231**



**LUCKY**  
**RECYCLING GROUP, INC.**  
Recycling - Waste Disposal - Reclamation - Processing

May 31, 2016  
City of Calexico  
Wastewater Treatment Plant  
Calexico, CA 92231

**Requested Proposal for Removal of Biosolids from Wastewater Treatment Plant**

Mr Lopez,

Our bid to load, haul, and dispose of wastewater biosolids from City of Calexico Water Treatment Plant is as follows:

- Loading of biosolids from City of Calexico Water Treatment Plant
- Transportation to disposal location: Salton City Landfill Hwy 86 Salton City, CA
- Documentations and manifesting, if required.

Total cost per ton: \$59.55

Respectfully,

Dan Drewek  
Lucky Recycling Group  
702 Industry Way  
El Centro, Ca 92243



# LUCKY

**RECYCLING GROUP, INC.**

Recycling • Waste Disposal • Reclamation • Processing

Reference list

**R.D. Brown Co.**

1850 Willowhaven Rd  
Encinitas, CA 92024  
760-994-8500  
[rdbcinc@sbcglobal.net](mailto:rdbcinc@sbcglobal.net)

**Jackson Property**

11583 Big Canyon Lane  
San Diego CA 92131  
Mary Jackson  
760-455-6020  
[jessicastzer@gmail.com](mailto:jessicastzer@gmail.com)

**Calexico Unified School District**

1085 Andrade Ave. C  
Calexico, CA 92231  
Jeremy Nielsen 760-768-3888  
[jnielsen@cusdk12.org](mailto:jnielsen@cusdk12.org)

**Mike Abatti Farms**

702 Industry Way  
El Centro, CA 92243  
Gloria Trantham  
760-352-0755  
[glottt@sbcglobe.net](mailto:glottt@sbcglobe.net)

**Havens & Sons Trucking, Inc**

603 E. Main St  
El Centro, CA 92243  
Kathy Havens  
760-352-6735  
[kathy@havensandsons.com](mailto:kathy@havensandsons.com)

# Proposers' Background Attachment

- A. Lucky Recycling Group is a merger of several different entities that range back to 1947. Formal corporation consolidation date is January, 2016.
- B. California office: 702 Industry Way El Centro, CA 92243
- C. Office, shop, and field staff total: 12. Part-time staff total: 3.
- D. All employees report to home office: 702 Industry Way El Centro, CA 92243
- E. Point of contact for this contract:

Daniel Drewek	760-460-1499	<a href="mailto:dandrewek@gmail.com">dandrewek@gmail.com</a>
Edwin C. Mealey	760-427-9230	
Rod Mealey	760-556-8921	

F. Ed Mealey Construction Company, Desert Recycling, and Lucky Tire merged to form Lucky Recycling Group on the first of January 2016. Ed Mealey Construction Co. has been actively working in Imperial County since the early 1960's. Lucky Tire recycling has been in operation since 1998 and Desert Recycling started service in our area in 2012. Waste industry experience began in 1993 for Dan Drewek.

G. Dan Drewek, has been the manager of several waste management companies and is also currently part-owner of ADC Compactors. Over the last 23 years he has had experience in all aspects of the waste and recycling industry. He has also operated contracts ranging from several thousands to 8 million dollars annually.

Dan Drewek worked his way through the ranks from driver, lead driver, crew leader, driver trainer, safety manager, transfer station manager, supervisor, large account manager, employee relation manager/negotiator, operations manager, site manager, general manager and owner. Due to all this experience, Dan Drewek is very knowledgeable in every aspect of the waste and recycling industry.

Edwin C. Mealey started his first trucking company in 1947, adding, building, and expanding his company in 1955. In 1977 Edwin received his C-21 demolition license and in 1998 Edwin opened Lucky Tire Recycling.

Lucky Recycling Group or any of its affiliated companies have never failed to complete governmental or private business agreements.



**IMPERIAL COUNTY**  
**PUBLIC HEALTH DEPARTMENT**  
 DIVISION OF ENVIRONMENTAL HEALTH

**Permit**

*This is to certify that the facility shown on this permit has complied with the rules and regulations of this department, and is hereby granted permission to operate the type of facility indicated.*

**Facility ID # FA0006861**

**FACILITY PERMITTED**

Lucky Recycling Group  
 702 Industry Way  
 El Centro, CA 92243

**OWNER ON RECORD**

Edwin Mealey  
 1805 Bass Cove Rd  
 El Centro, CA 92243

**VALIDATED**

**JAN 12 2016**

County of Imperial  
 Division of  
 Environmental Health

**ISSUED FOR**

Solid Waste Bin(s) - Annual Permit  
 240 Bins

**PERMIT NUMBER**

PT0016231

**DATE ISSUED**

01/12/2016

**PERMIT EXPIRES**

12/31/2016

*IN THE EVENT A FACILITY IS 1) EXTENSIVELY REMODELED, OR 2) A CHANGE OF OWNERSHIP OCCURS, OR 3) THE NATURE OF THE OPERATION CHANGES, YOU MUST NOTIFY THE IMPERIAL COUNTY, PUBLIC HEALTH DEPARTMENT AT 442-265-1888.*

**THIS PERMIT IS NON-TRANSFERABLE AND MUST BE DISPLAYED IN A PROMINENT LOCATION**

**THIS PERMIT MUST BE PROMINENTLY DISPLAYED WITHIN THE PERMITTED FACILITY**

**PLEASE FORWARD THIS PERMIT TO THE FACILITY SHOWN BELOW**

Lucky Recycling Group  
 702 Industry Way  
 El Centro, CA 92243

DATE PRINTED : 01/12/2016  
 INVOICE # : IN0024856

Edwin C. Mealey  
 Lucky Recycling Group  
 702 Industry Way  
 El Centro, CA 92243