



**CALEXICO CITY COUNCIL/CALEXICO REDEVELOPMENT SUCCESSOR
AGENCY/CALEXICO FINANCING AUTHORITY
REGULAR MEETING AGENDA**

**City of Calexico
Fernando "Nene" Torres Council Chambers
608 Heber Avenue
Calexico, California
www.calexico.ca.gov**

**Tuesday, April 19, 2016
6:30 p.m.**

Council Members

**Joong S. Kim, Mayor/Chairman
Luis J. Castro, Mayor Pro Tem/Vice Chair
Armando Real, Councilman
Maritza Hurtado, Councilwoman
John M. Moreno, Councilman**

Interim City Manager

Nick Fenley

Interim City Attorney

Carlos Campos

City Clerk

Gabriela T. Garcia

**Next City Ordinance Number: 1170
Next City Resolution Number: 2016-04**

CLOSED SESSION AGENDA

5:30 P.M.

CALL TO ORDER

Roll Call.

Public Comments.

(Not to Exceed 3 Minutes) This is the time for the public to address the City Council on Closed Session Items only. The Mayor will recognize you and when you come to the microphone, please state your name and place of residence for the record. While members of the public are encouraged to participate, it is unlawful to disturb or delay the Council meeting with personal or slanderous remarks. The City Council is prohibited by State law from taking action or discussing items not included on the printed agenda. Please direct your questions and comments to the City Council.

Adjourn to Closed Session.

A "Closed" Session of the City Council/Calexico Community Redevelopment Agency Successor Agency/ Calexico Financing Authority may be held in accordance with state law which may include, but is not limited to, the following types of items: personnel matters, labor negotiations, security matters, providing instructions to real property negotiators and conference with legal counsel regarding pending litigation. The Closed Session will be held in the City Hall Conference Room located at 608 Heber Avenue, Calexico, California. Any public comment on Closed Session items will be taken before the Closed Session. Any required announcements or discussion of Closed Session items or actions following the Closed Session will be made in the City Council Chambers, 608 Heber Avenue, Calexico, California.

CLOSED SESSION

- 1. PUBLIC EMPLOYEE APPOINTMENT
Government Code 54957 (b)
Title: City Manager
- 2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant Exposure to Litigation, Pursuant to Government Code Section 54956.9(d)(2)/(e)(1)
One (1) potential case
- 3. PUBLIC EMPLOYEE EVALUATION
Government Code 54957(b)
Title: Interim Finance Director

**CALEXICO CITY COUNCIL/CALEXICO REDEVELOPMENT
SUCCESSOR AGENCY/CALEXICO FINANCING AUTHORITY
REGULAR SESSION AGENDA
6:30 P.M.**

CALL TO ORDER

Call to Order and Attendance.
Pledge of Allegiance.
Closed Session Announcements.
Approval of the Agenda.

ANNOUNCEMENTS

These proceedings may be viewed on the City of Calexico website at www.calexico.ca.gov the Friday following the City Council meeting.

PRESENTATIONS

- 4. Proclamation of May 2016 as Veteran's Appreciation Month.
- 5. Proclamation for Arbor Day on April 29, 2016 (Kennedy Gardens Subdivision)
- 6. Proclamation for Arbor Day on April 29, 2016 (San Diego State University/Imperial Valley Campus)
- 7. Proclamation of Parental Alienation Awareness Day – April 25, 2016.
- 8. Presentation by Chief Gomez to Introduce Two Award Winning Officers.

PUBLIC COMMENTS AND PUBLIC APPEARANCES

NOTE: (Not to Exceed 3 Minutes) This is the time for the public to address the City Council on any item not appearing on the agenda that is within the subject matter jurisdiction of the City Council. The Mayor will recognize you and when you come to the microphone, please state your name and place of residence for the record. While members of the public are encouraged to participate, it is unlawful to disturb or delay the Council meeting with personal or slanderous remarks. If the item you wish to comment on is a closed session or consent item, please comment now. The City Council is prohibited by State law from taking action or discussing items not included on the printed agenda. If the item you wish to comment on is on the public portion of the agenda, we will take your comment when we get to the item on the agenda. Please direct your questions and comments to the City Council.

CITY COUNCIL COMMENTS AND REPORTS OF MEETINGS ATTENDED

CITY MANAGER'S REPORT

CONSENT AGENDA

All matters listed under the Consent Calendar are to be considered routine by the City Council/Calexico Community Redevelopment Agency Successor Agency or Calexico Financing Authority and will be enacted by one motion in the form listed. Any item may be removed from the Consent Calendar and considered separately by the City Council.

9. Approval of City Council/Calexico Community Redevelopment Agency Successor Agency/Calexico Financing Authority Minutes for Meeting of April 5, 2016.
10. Warrants from March 29th to April 8th 2016.
11. A Resolution of the City Council of the City of Calexico Approving a Certificate of Acceptance for Real Property Received Pursuant to a Land Exchange with Bordertown Investments LP.
12. A Resolution of the City Council of the City of Calexico Authorizing Interim City Manager to Execute Grant Application, Master Agreement and/or any Documentation Pertaining to the Department of Transportation for the New River Improvement Project – Calexico Area Project Plan.

ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION

DISCUSSION AND POTENTIAL ACTION ITEMS

13. Award Bid from A&R Construction in the amount of \$148,200.00 and Authorize Interim City Manager to sign Construction Agreement with A&R Construction for the Relocation and Abandonment of Waterline on Birch Street (HWY 98).
14. Charter City Formation, Timeline and Materials.

INFORMATIONAL ITEMS

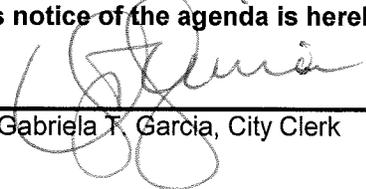
15. Cesar Chavez Blvd. Improvement Project Update (Councilman Moreno).
16. Calexico West Land Port-of-Entry Project Update (Councilman Moreno).
17. Adrian Cordova Park Project Update (Council Member Hurtado and Mayor Kim).

FUTURE AGENDA ITEMS

ADJOURNMENT

It is the intention of the City of Calexico to comply with the Americans with Disabilities Act in all respects. If you are a person with a disability who requires a disability-related modification or accommodation in order to participate in a meeting, including auxiliary aids or services, please request such modification or accommodation from the City Clerk at (760) 768-2102. Notification at least 48 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to the meeting. Please advise us at the time whether you will require accommodations to participate in meetings on a regular basis. Any person affected by any application on this agenda may submit their concerns in writing prior to the meeting or appear in person and be heard in support or opposition to the proposal at the time the matter is considered on the agenda. The staff reports, applications and environmental documents may be viewed at either the office of the office of the City Clerk, 608 Heber Avenue from 8:30 a.m. until 5:30 p.m. Monday through Thursday, except legal holidays. Telephone inquiries may be made at (760) 768-2102. If you challenge any agenda issue in court, you may be limited to raising only those issues that you or someone else raised at the public meeting described in this notice, or in written correspondence delivered to the City of Calexico at, or prior to, the public meeting.

This notice of the agenda is hereby certified to have been posted on or before 5:30 p.m., April 15, 2016.



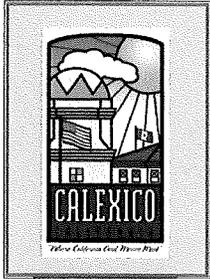
Gabriela T. Garcia, City Clerk

5:30 p.m. / April 15, 2016.

Time/Date

**AGENDA
ITEM
4**

Callexico City Council



Proclamation

Veterans Appreciation Month - May 2016

WHEREAS, the people of Imperial Valley appreciate and admire the thousands of men and women who served in the armed forces to protect and preserve their country and the freedoms enjoyed by all Americans; and

WHEREAS, in war, international conflicts and peacekeeping missions, men and women have been wounded, taken as Prisoners and died in the line of duty; and

WHEREAS, veterans possess a wide variety of valuable qualities, including experience, maturity, leadership and loyalty, that make them ideal candidates for employment; and

WHEREAS, the City of Callexico is committed to ensuring that veterans receive the services and programs to which they are entitled, and to promoting employer interest in hiring veterans; and

WHEREAS, during Veterans Appreciation Month, state and local agencies increase employer awareness about the benefits of hiring veterans; and

NOW, THEREFORE, I, Joong S. Kim, Mayor of the City of Callexico on behalf of the Callexico City Council do hereby proclaim May 2016 as Veterans Appreciation Month in the City of Callexico.

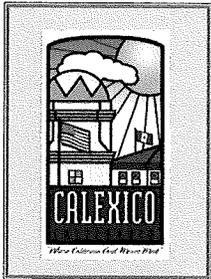
IN WITNESS WHEREOF, I hereunto affix my signature and Official Seal of the City of Callexico on the 5th day of April, 2016.

Joong S. Kim, Mayor

**AGENDA
ITEM**

5

Callexico City Council



Proclamation

Arbor Day - April 29, 2016

WHEREAS, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal, and

WHEREAS, Kennedy Gardens Subdivision is commended for their efforts to commemorate Arbor Day.

NOW, THEREFORE, I, Joong S. Kim, Mayor of the City of Callexico on behalf of the Callexico City Council do hereby proclaim April 29, 2016 as Arbor Day and Furthermore, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

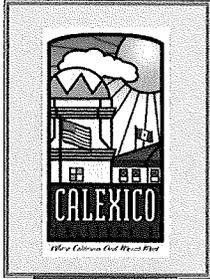
IN WITNESS WHEREOF, I hereunto affix my signature and Official Seal of the City of Callexico on the 19th day of April, 2016.

Joong S. Kim, Mayor

**AGENDA
ITEM**

6

Callexico City Council



Proclamation

Arbor Day - April 29, 2016

WHEREAS, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

WHEREAS, San Diego State University/Imperial Valley Campus is commended for their efforts to commemorate Arbor Day.

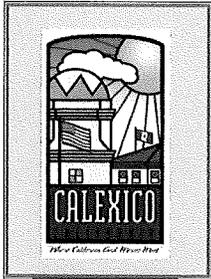
NOW, THEREFORE, I, Joong S. Kim, Mayor of the City of Callexico on behalf of the Callexico City Council do hereby proclaim April 29, 2016 as Arbor Day and Furthermore, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

IN WITNESS WHEREOF, I hereunto affix my signature and Official Seal of the City of Callexico on the 19th day of April, 2016.

Joong S. Kim, Mayor

**AGENDA
ITEM
7**

Calexico City Council



Proclamation

Parental Alienation Awareness Day - April 25, 2016

WHEREAS, Parental Alienation, sometimes called Hostile Aggressive Parenting is a behavior by a parent or an adult a child trusts that could create alienation in the relationship between a child and parent; and

WHEREAS, Parental Alienation whether verbal or non-verbal, can cause a child to be mentally manipulated or bullied into believing a loving parent is the cause of their problem; and

WHEREAS, Parental Alienation can be mild and temporary or extreme and ongoing; and

WHEREAS, most researchers believe that any alienation of a child against a parent is harmful to the child's emotional and mental health; and

WHEREAS, extreme, obsessive, and ongoing Parental Alienation can cause terrible psychological damage to children extending well into adulthood; and

WHEREAS, if more people know about how Parental Alienation works and how damaging these behaviors are to children, then more people can help deal with the problem; and

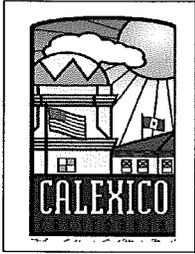
WHEREAS, Parental Alienation Awareness Day is intended to increase the knowledge and understanding of this problem to help parents and caregivers better raise their children.

NOW, THEREFORE, I, Joong S. Kim, Mayor of the City of Calexico do hereby proclaim April 25, 2016 as "Parental Alienation Awareness Day" to recognize the importance of raising awareness of the severity of Parental Alienation.

IN WITNESS WHEREOF, I hereunto affix my signature and Official Seal of the City of Calexico on the 19th day of April, 2016.

Joong S. Kim, Mayor

**AGENDA
ITEM
9**



AGENDA STAFF REPORT

DATE: April 19, 2016
TO: Mayor and City Council
APPROVED BY: Nick Fenley, Interim 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 Meeting of April 5, 2016

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Recommendation:

Approval of City Council/Calexico Community Redevelopment Agency Successor Agency/Calexico Financing Authority Minutes for Meeting of April 5, 2016.

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 Meeting of April 5, 2016 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 April 5, 2016.

**AGENDA
ITEM
9**

THE CALEXICO CITY COUNCIL/CALEXICO REDEVELOPMENT SUCCESSOR AGENCY/CALEXICO FINANCING AUTHORITY MET IN REGULAR SESSION ON THE 5TH DAY OF APRIL, 2016 AT 6:30 P.M. AT THE FERNANDO "NENE" TORRES COUNCIL CHAMBERSS, 608 HEBER AVENUE, CALEXICO, CALIFORNIA. THE DATE, HOUR AND PLACE DULY ESTABLISHED FOR THE HOLDING OF SAID MEETING.

CLOSED SESSION AGENDA- 5:30 P.M.

CALL TO ORDER

Mayor Kim called the meeting to order at 5:47 p.m.

ROLL CALL

Mayor: Joong S. Kim
Mayor Pro Tem: Luis J. Castro
Council Member: Armando Real
Council Member: Maritza Hurtado

ABSENT

Council Member: John M. Moreno
Council Member Moreno arrived at 5:56 p.m.

PUBLIC COMMENTS

Jason Jung spoke on appointment of City Manager and expressed his hope that the Council select Mr. Fenley because he has stepped in and fixed things and things are calm with the employees and the Calexico Police Officer's Association is in favor of Mr. Fenley. Mr. Fenley is doing a good job.

ADJOURN TO CLOSED SESSION.

Council convened in closed session at 5:53 p.m. to discuss the following:

1. PUBLIC EMPLOYEE APPOINTMENT
Government Code 54957 (b)
Title: City Manager
2. PUBLIC EMPLOYEE APPOINTMENT
Government Code 54957 (b)
Title: Interim City Attorney/ City Attorney

Council reconvened from closed session at 6:20 p.m.

**CALEXICO CITY COUNCIL/CALEXICO REDEVELOPMENT
SUCCESSOR AGENCY/CALEXICO FINANCING AUTHORITY**

REGULAR SESSION AGENDA - 6:30 P.M.

CALL TO ORDER

Mayor Kim called the regular session of the meeting to order at 6:34 p.m.

ATTENDANCE

Mayor: Joong S. Kim
Mayor Pro Tem: Luis J. Castro
Council Member: Armando Real
Council Member: Maritza Hurtado
Council Member: John M. Moreno

PLEDGE OF ALLEGIANCE

CBP Agent led those present in the Pledge of Allegiance.

CLOSED SESSION ANNOUNCEMENTS.

City Attorney Robert Hargreaves reported no action was taken.

APPROVAL OF THE AGENDA.

Motion was made by Council Member Moreno, seconded by Mayor Pro Tem Castro to approve the agenda as presented. Motion passed unanimously.

PRESENTATIONS

PROCLAMATION OF MAY 2016 AS VETERAN'S APPRECIATION MONTH.

Item tabled for next meeting.

PUBLIC COMMENTS AND PUBLIC APPEARANCES

Mei Randle with the Calexico Unified School District read a letter, delivered earlier in the day to Interim City Manager Fenley, from their legal Counsel concerning Community Redevelopment Agency of the City of Calexico 2011 Tax Increment Bonds (School District) - Calexico Unified School District. Ms. Randle requested status of the Measure H Bond commitment to the School District in the amount of \$1 million dollars.

Ciro Calderon addressed the Council regarding a big problem with stray cats on the west side of Calexico specifically on Grant Street, Lincoln Street and Calexico Street and at Calexico Kennedy

Gardens School. He advised CUSD has made several attempts to speak to Administration regarding this matter and questioned why the Council has instructed the City Manager not to speak to the School District personnel. He requested open communication between the City and the School District.

Mr. Preciado, Catholic Charities Men's Shelter in Calexico provided a detailed report on over 347 men served by Catholic Charities Men's Shelter during the cold weather months and throughout the year. Mr. Preciado advised the Council that the City had provided assistance since 1985 however have not received any assistance since 2009. He requested assistance from the City and advised they are seeking funding from CDBG in order to expand their facilities.

Council Member Real asked for their source of funding. He was advised they receive funding through FEMA and there is less and less money coming in from outside agencies and from the City since there is no more Redevelopment funding.

Alex Perrone expressed his concern over the low staffing at the Police Department and asked the City review finances for funding the department.

Manuel Yañez, 1089 Santiago Drive, spoke about presentation by Ms. Susan Meyer and how she asked for Measure H funds. He commented on how Measure H funds are meant for the Fire Department, Swimming Pool and Parks Improvements. He asked when the City was intending to invest in the Fire Department and the Parks as originally intended for Measure H funds. He asked for the annual revenues for Measure H and how much of these funds have been invested as intended. He stated Citizens need to know the intention of the Measure H funds and allowing these funds to be used for the General Fund is like stealing. He further stated the City should not use these funds to balance the budget unless it is urgent.

Jason Jung spoke on the investigation regarding harassment of a student by Mr. Rudy Kim, Uno Pronto, 214 E. First Street and pointed out it was not Mayor Kim. He requested the Council appoint Mr. Nick Fenley as the City Manager because he has made things calm and has "Gotten rid of the City's problems".

CITY COUNCIL COMMENTS AND REPORTS OF MEETINGS ATTENDED

Council Member Real congratulated Mayor Kim for actually helping out with the agenda item on the water bills which he feels is extremely important. He hoped the Council takes this matter seriously so people are billed only for the water they actually use. He addressed Measure H funding and the manner in which it was sold to the citizens when in reality the funding can be used for anything. He stated it was irresponsible to ask the people to assist the City because the funds are supposed to be for Fire, Parks and Recreation.

Council Member Hurtado congratulated Angel Esparza for a successful Art Walk and for invigorating the youth. She spoke about the concerns presented by Mr. Gustavo Escobar regarding speeding problems in his neighborhood. She advised she was contacted on the poor condition of the parks and stated she was advised by staff it is due to the lack of funding. She also asked when the City would begin working on Adrian Cordova Park.

Mayor Pro Tem Castro congratulated City Staff and BID for their work on the Car Show and pointed out it helps the downtown businesses. He informed that he and the City Manager went out to see the parks and that Administration is currently working on this matter.

Council Member Moreno stated he was impressed by the Car Show, the Staff and the BID. He spoke about the Port of Entry project and the impacts it will have on traffic on Cesar Chavez Blvd., and requested timeline on when it is expected that Phase I will be completed and Phase II will begin.

Mayor Kim concurred with Mr. Moreno on the Car Show's success and commented on selecting a veteran's entry for the Mayor's Choice. Mayor spoke about the City being short staff due to the prior administration's over expenditure of \$10 million. He stated the City Manager and staff are doing their best to sustain the City in good condition and progress is being made this year and are looking into balancing the budget. He stated there have been a lot of sacrifices by the staff and staff has gone the extra mile and there has been patience by the community with regards to animal control due to the lack of staff. He apologized to the City Employees for the attacks made by the Financial Advisory Committee and stated there should not be any employee matters discussed at an open meeting. He stated the staff is working very hard and make a lot of effort to work for the City. He informed he went to a meeting with other elected officials and met with John Chang, State Treasurer and spoke to him regarding the bond issues and he stated he would have the Deputy Treasurer talk to him and a contact will be made on April 6, 2016. He thanked the community for their patience and thanked the City Manager.

CONSENT AGENDA

Council Member Moreno pulled Item No. 8 for discussion.

Council Member Hurtado pulled Item No. 6 for discussion.

Motion was made by Council Member Real to approve the Consent Agenda consisting of Items 4 - Approval of City Council/Calexico Community Redevelopment Agency Successor Agency/ Calexico Financing Authority Minutes for Meeting of March 15, 2016; Item 5 - Warrants from February March 10th to March 28th 2016 and City Salaries and Benefits from February 20th to March 18th 2016; Item 7 - Resolution of the City Council of the City of Calexico Authorizing the Submittal of Application to the Department of Resources Recycling and Recovery (CalRecycle) for Payment Programs and Related Authorizations. Motion was seconded by Council Member Moreno and passed unanimously.

ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION

ITEM NO. 6 - AUTHORIZE INTERIM CITY MANAGER TO SIGN AND FILE RELEASE OF LIEN FOR SHERMAN INDUSTRIAL PARK.

Council Member Hurtado commented on the release of the Lien for Sherman Industrial Park which usually means that some requirements have been met and there should be proof that something has been accomplished. She commented the owners are looking to sell one of the eight parcels and the

lien was for off-site improvements. Ms. Hurtado requested back-up because there is no proof that the work has been completed. She stated that in order to release a lien there has to be proof that something is accomplished.

Interim City Manager Fenley advised the lien was placed on the property due to the off-site improvements being incomplete and sewer hook-up. Council Member Hurtado expressed concern over releasing the lien without proper documentation. Mr. Fenley advised all the work has been completed.

Council Member Real asked for a tour to the property for Ms. Hurtado to inspect the property for completion of the work. Mr. Fenley stated the item can be brought back with documentation at the next meeting.

Council Member Moreno requested the location of the project. Mr. Fenley advised him it was on the northwest side of the water plant on Pierce Avenue.

Motion was made by Council Member Hurtado to continue Item No. 6 for additional information. Motion was seconded by Council Member Moreno and passed unanimously.

ITEM NO. 8 - AWARD REQUEST FOR PROPOSALS FROM R.E. SCHULTZ CONSTRUCTION IN THE AMOUNT OF \$281,254.00 AND AUTHORIZE INTERIM CITY MANAGER TO SIGN SERVICES AGREEMENT WITH R.E. SCHULTZ CONSTRUCTION FOR INSTALLATION OF PLAYGROUND EQUIPMENT, CANOPY AND SAFETY SURFACING AT HEBER PARK AND ROCKWOOD PLAZA PARK.

Council Member Moreno questioned how the installation of the equipment would impact the demolition of the old Armory building and the street. Mr. Fenley advised him the equipment is for the existing park site and has nothing to do with the demolition of the Armory or the demolition of the street.

Council Member Castro commented on the need for lighting in the playground areas at these parks and asked about the possibility of also adding lighting. Mr. Fenley stated he would take a look at this matter.

Council Member Hurtado asked how safe the City is in utilizing the funds being that the City is having problems with grants. Mr. Fenley advised the state was contacted and the City is able to use the funding.

Motion was made by Council Member Moreno, second by Mayor Kim and passed unanimously to approve the award of the Request for Proposals from R.E. Schultz Construction in the amount of \$281,254.00 and authorize Interim City Manager to sign services agreement with R.E. Schultz Construction for installation of playground equipment, canopy and safety surfacing at Heber Park and Rockwood Plaza Park.

DISCUSSION AND POTENTIAL ACTION ITEMS

AWARD REQUEST FOR PROPOSAL FROM URBAN HABITAT ENVIRONMENTAL LANDSCAPES IN THE AMOUNT OF \$26,110.94 AND AUTHORIZE INTERIM CITY MANAGER TO SIGN SERVICES AGREEMENT WITH URBAN HABITAT ENVIRONMENTAL LANDSCAPES FOR THE INSTALLATION OF AUTOMATED IRRIGATION SYSTEM AT HEBER PARK.

Council Member Hurtado left the dais at 7:30 p.m.

Council Member Moreno asked if this item goes along with Item No. 8. Interim City Manager Fenley advised this is part of the improvements being made at Heber Park.

Motion was made by Council Member Real, seconded by Council Member Moreno to Award Request for Proposal from Urban Habitat Environmental Landscapes in the amount of \$26,110.94 and authorize Interim City Manager to sign services agreement with Urban Habitat Environmental Landscapes for the installation of automated irrigation system at Heber Park. Motion passed by the following vote to wit:

- AYES: Kim, Castro, Real, Moreno
- NOES: None
- ABSENT: Hurtado

APPROVAL OF SOCIAL MEDIA POLICY

Interim City Attorney Hargreaves advised Council the Social Media Policy was prepared as content neutral and in compliance with legal requirements.

Motion was made by Council Member Real, seconded by Council Member Moreno to approve the Social Media Policy. Motion passed by the following vote to wit:

- AYES: Kim, Castro, Real, Moreno
- NOES: None
- ABSENT: Hurtado

AUTHORIZE INTERIM CITY MANAGER TO SEEK PROPOSALS FOR A WATER RATE STUDY

City Manager Fenley stated this item has been brought forward in the past and there is a need for a water rate study. The cost of the study is not to exceed \$75,000.

Council Member Real stated this item was brought to the Council before and thought the study was already underway.

Council Member Hurtado returned at 7:34 p.m.

Council Member Hurtado asked if the water rate study was for the \$43.89. Interim City Manager Fenley advised her it was only for the \$43.89 water rate.

Motion was made by Council Member Real, seconded by Mayor Pro Tem Castro to authorize the Interim City Manager to seek proposals for a water rate study.

Council Member Hurtado stated it was a lot of money for study. She further stated she did not agree with the amount but because it is an adamant issue and the citizens were misinformed that the water rate was \$100, it is best to go forward with the study to make sure everybody has a better understanding of the \$43 dollar rate.

Council Member Real clarified the issue that the City charges \$43 monthly for water whether you consume the water or not. He stated families with 6 or 7 persons pay the same as a retired senior citizen who lives alone and he believes this is not fair. He feels citizens should pay only for the water they consume and this would push people to conserve water. He further stated that people are using the water because they are being billed and they do not conserve water.

Council Member Hurtado commented this happens in other cities not just in Calexico and further clarified that this is a \$43.00 bill not a \$100.00 bill for water.

Motion passed unanimously.

DIRECT ELECTION OF THE MAYOR FOR THE CITY OF CALEXICO

Interim City Attorney Hargreaves commented on discussion from prior meeting regarding the options for an elected Mayor and a strong Mayor form of government. It was discussed that the only way to accomplish this would be to go to a Charter City and Council requested information on the process and the pros and cons for the Charter City. He explained the process and advised that whatever the City decides, it requires the election process.

Council Member Real asked for the cost of putting it out to the voters. He was advised the cost would be approximately \$30,000 depending on the amount of voters.

Council Member Moreno asked if this item goes to the voters and it is approved, would the City have a full-time Mayor with a full compensation package like a City Manager and whether a City Manager not be needed.

Interim City Attorney Hargreaves explained that with a Charter City you make your own rules and can have a strong mayor form of government and there are various types of situations and the Council makes the decision and there is a process for the City to decide. If the City is general law city then the State Legislature decides.

Council Member Real asked the Interim City Manager for pros and cons on the matter. Interim City Manager Fenley stated he felt the City is not large enough to have a strong mayor type of government.

Council Member Moreno stated Calexico can place it on the ballot to become a Charter City and then the City could elect a Mayor.

Interim City Attorney Hargreaves stated the Council has to define the charter and then go to the citizens to vote. He explained that to become a Charter City there is typically a charter committee formed and they review and select the rules and present to the Council. He suggested forming a committee and have some public workshops to receive input from the public.

Council Member Hurtado stated it is a big decision to make during the time when there may be three members of the Council who may not be back and felt the timing is awkward. She pointed out this may not be the right council to be making this decision because this may impact a different council.

Mayor Kim commented this decision will be made by the voters not the Council. Council will only place it on the ballot.

Interim City Attorney Hargreaves advised the Charter sets the rules and it can be amended by taking it to the people because the Council cannot do it on its own.

Council Member Real made a motion to approve and go ahead and start an ad-hoc committee to produce a charter for the city. Motion was seconded by Mayor Kim.

Maria Ambriz, Superintendent of the Calexico Unified School District stated this could be beneficial for the community to be made aware of it in town hall meetings and to explain to the community so they can have the opportunity to be a part of the process. She stated she felt this is a viable discussion with great benefits for the City.

Council Member Moreno stated he would like a Town Hall meeting on the second Tuesday in May and requested the motion be amended to include the town hall meeting.

Council Member Castro asked who would select the committee. He was advised the Council Members would select the committee members.

Interim City Attorney Hargreaves asked if the Council wanted the item be brought back to the Council as an action item to select a committee. Council Member Moreno requested to include a timeline.

Interim City Attorney Hargreaves asked if each council member would select two members to the committee. Council Members concurred on two members. Council Member Hurtado suggested Mayor Kim and Mayor Pro Tem Castro.

Council Member Real amended his motion to bring back the item as an action item, to conduct a town hall meeting on the second Tuesday in May and selection of a committee. Motion was seconded by Mayor Kim and passed by the following vote to wit:

AYES: Kim, Castro, Real, Moreno
NOES: Hurtado
ABSENT: None

Mr. Ismael Lopez requested clarification on items 8 & 9 and whether the \$26,000 were included in the \$281,000. He was advised it was included. He commented on Item No. 11 and asked for a timeline and whether inside or outside resources and the expected time to see results. He asked that when Item No. 6 is presented that staff come prepared so items do not have to be set for later meetings.

POSSIBLE RE-ZONING OF THE DOWNTOWN AREA FROM A COMMERCIAL SPECIALTY TO A MIX-USE AREA.

Motion was made by Council Member Real, seconded by Council Member Moreno to approve possible re-zoning of the downtown area from a commercial special to a mix-use area.

Council Member Moreno stated it was a great idea. Interim City Manager Fenley stated this item was brought forth to revitalize the downtown and bring in some housing to the area.

Council Member Hurtado asked what area was in the zone. Interim City Manager Fenley advised the zone was First Street to Fourth Street and Imperial Avenue to Mary Avenue.

Motion passed unanimously.

FUTURE AGENDA ITEMS

Council Member Real requested an item to address parking meters and to approve a pilot program for a one year ban on meters in downtown and an item for the Calexico Downtown Merchants to hold sidewalk sales once a week on Wednesdays. Items were seconded by Council Member Castro.

Council Member Hurtado requested an item to discuss Status on the building of Adrian Cordova Park. Item was seconded by Council Member Moreno.

Council Member Moreno requested an item on the Status on the Timeline on Cesar Chavez Blvd and New Port of Entry. Mayor commented he requested a ground breaking for the project. Item was seconded by Council Member Hurtado.

ADJOURNMENT

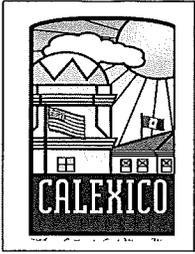
Motion was made by Council Member Real, seconded by Council Member Moreno and passed unanimously to adjourn the meeting at 8:06 p.m.

Joong S. Kim, Mayor

ATTEST

Gabriela T. Garcia, Deputy City Clerk

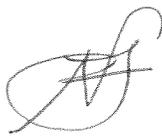
**AGENDA
ITEM
10**



AGENDA STAFF REPORT

DATE: April 19th, 2016

TO: Mayor and City Council

APPROVED BY: Nick Fenley, Acting City Manager 

PREPARED BY: Eduardo Gutierrez, Acting Finance Director 

SUBJECT: Warrants from March 29th to April 8th 2016

=====

Recommendation:

Approve the Affidavit of Warrants from March 29th to April 8th, 2016 City Salaries

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 \$878,722.00 Included on this amount:
\$878,722.00 for warrants from 03/29/16 – 04/8/16

Coordinated With:

All Departments.

Attachment:

1. Affidavit of Warrants for 03/29/16 to 04/8/16

AGENDA
ITEM
10



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 March 29th to April 8th, 2016, totaling in the amount of \$878,722.00 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: _____

4/12/16

By: _____

Eduardo Gutierrez
Acting Finance Director



ACCOUNTS PAYABLE 3/29/16 TO 4/8/16

CHECK #	CHECK DATE	VENDOR NAME	FUND	AMOUNT	DESCRIPTION	VENDOR#
11161	3/31/2016	AGGREGATE PRODUCTS, INC	402-00-000-20211-100	\$ 47,338.12	STREET IMPROVEMENT PROJECT ASPHALT	10033
11161	3/31/2016	AGGREGATE PRODUCTS, INC	402-90-956-56000-000	\$ 933.71	STREET IMPROVEMENT PROJECT ASPHALT	10033
11161	3/31/2016	AGGREGATE PRODUCTS, INC	402-90-956-56000-000	\$ 61,508.96	STREET IMPROVEMENT PROJECT ASPHALT	10033
		TOTAL \$		109,800.79		
11162	3/31/2016	AGUILAR SAUL	111-20-210-55030-000	\$ 695.00	CAR WASH SRVS FEB 11-MARCH 22, 2016	10034
		TOTAL \$		695.00		
11163	3/31/2016	AHERN ADCOCK DEVLIN LLP	847-60-601-55012-000	\$ 8,235.00	AUDIT FEES FROM FEB 1 - FEB 15 2016	11145
11163	3/31/2016	AHERN ADCOCK DEVLIN LLP	847-60-601-55012-000	\$ 5,250.00	AUDIT FEES FROM FEB 16- FEB 29 2016	11145
		TOTAL \$		13,485.00		
11164	3/31/2016	AIRGAS USA, LLC	513-81-813-54001-000	\$ 291.46	PO#19485 0316	10037
		TOTAL \$		291.46		
11165	3/31/2016	ALLIED WASTE SERVICES INC 467	281-40-000-58001-800	\$ (13,975.49)	FEB 2016 SOLID WASTE COLLECTION	10043
11165	3/31/2016	ALLIED WASTE SERVICES INC 467	281-40-000-58001-800	\$ 146,420.53	FEB 2016 SOLID WASTE COLLECTION	10043
11165	3/31/2016	ALLIED WASTE SERVICES INC 467	281-40-000-58001-800	\$ (1,759.19)	FEB 2016 SOLID WASTE COLLECTION	10043
11165	3/31/2016	ALLIED WASTE SERVICES INC 467	281-40-000-58001-800	\$ (17,570.46)	FEB 2016 SOLID WASTE COLLECTION	10043
11165	3/31/2016	ALLIED WASTE SERVICES INC 467	281-40-000-58001-801	\$ (2,928.41)	FEB 2016 SOLID WASTE COLLECTION	10043
11165	3/31/2016	ALLIED WASTE SERVICES INC 467	281-40-000-58001-801	\$ (2,329.25)	FEB 2016 SOLID WASTE COLLECTION	10043
11165	3/31/2016	ALLIED WASTE SERVICES INC 467	281-40-000-58001-801	\$ (293.20)	FEB 2016 SOLID WASTE COLLECTION	10043
11166	3/31/2016	AMERICAN LEGAL PUBLISHING	111-10-110-53017-000	\$ 25.24	ROBERTS RULES OF ORDER REVISED 11TH EDITION CD	11317
11166	3/31/2016	AMERICAN LEGAL PUBLISHING	111-10-150-53017-000	\$ 25.24	ROBERTS RULES OF ORDER REVISED 11TH EDITION CD	11317
		TOTAL \$		107,615.01		
11166	3/31/2016	AMERICAN LEGAL PUBLISHING	931-90-803-53017-000	\$ 25.24	ROBERTS RULES OF ORDER REVISED 11TH EDITION CD	11317
		TOTAL \$		25.24		

CHECK #	CHECK DATE	VENDOR NAME	FUND	AMOUNT	DESCRIPTION	VENDOR#
11167	3/31/2016	ARAUJO HECTOR	412-90-901-56000-000	\$ 14,144.00	058 400 006 1	11123
			TOTAL \$	14,144.00		
11168	3/31/2016	AT&T	111-20-210-55510-000	\$ 1,080.59	SRVS FROM MARCH 19 - APRIL 18 2016	11025
11169	3/31/2016	AT&T	111-10-180-55510-000	\$ 144.28	SRVS FROM MARCH 20 - APRIL 19, 2016	10081
11169	3/31/2016	AT&T	111-10-180-55510-000	\$ 55.49	SRVS FROM MARCH 20 - APRIL 19, 2016	10081
11169	3/31/2016	AT&T	513-81-812-55510-000	\$ 144.29	SRVS FROM MARCH 20 - APRIL 19, 2016	10081
11169	3/31/2016	AT&T	513-81-812-55510-000	\$ 55.50	SRVS FROM MARCH 20 - APRIL 19, 2016	10081
11169	3/31/2016	AT&T	544-82-823-55510-000	\$ 144.28	SRVS FROM MARCH 20 - APRIL 19, 2016	10081
11169	3/31/2016	AT&T	544-82-823-55510-000	\$ 33.29	SRVS FROM MARCH 20 - APRIL 19, 2016	10081
11169	3/31/2016	AT&T	544-82-823-55510-000	\$ 55.49	SRVS FROM MARCH 20 - APRIL 19, 2016	10081
11170	3/31/2016	AT&T	544-82-823-55510-000	\$ 66.61	SRVS FROM MARCH 20 - APRIL 19, 2016	10081
11211	4/7/2016	AT&T	111-10-150-55510-000	\$ 63.80	LONG DISTANCE - MARCH 2016	10083
			111-50-510-55510-000	\$ 471.76	SERVICE PERIOD MARCH 26 - APRIL 25 2016	10081
			TOTAL \$	2,315.38		
0	3/31/2016	AVAYA, INC	111-20-210-55025-000	\$ 217.02	SRVS PERIOD 03/17 - 04/16/2016	10087
0	3/31/2016	AVAYA, INC	111-20-250-55025-000	\$ 180.09	SRVS PERIOD 02/29/2016 - 05/30/2016	10087
			TOTAL \$	397.11		
11171	3/31/2016	AVFUEL CORPORATION	522-83-830-53032-000	\$ 8,410.39	PO#19472.0216	10088
			TOTAL \$	8,410.39		
11212	4/7/2016	BARAJAS ROOFING	412-90-949-56003-000	\$ 3,900.00	ROOFING IMPROVEMENTS ROCKWOOD PLAZA PARK - ST	11023
			TOTAL \$	3,900.00		
11172	3/31/2016	BENDER ROSENTHAL, INC	411-90-190-56001-000	\$ 9,304.23	CESAR CHAVEZ IMPROVEMENT PROJECT SRVS 1/30/16- 2/2	10915
			TOTAL \$	9,304.23		
0	3/31/2016	BNY MELLON	905-99-998-55014-000	\$ 750.00	PERIOD FROM 03/01/16 - 02/28/2017	10110
			TOTAL \$	750.00		
11173	3/31/2016	BORDER TACTICAL	111-20-210-53010-000	\$ 190.00	RENTAL OF TACTICAL BAY	10112
			TOTAL \$	190.00		

CHECK #	CHECK DATE	VENDOR NAME	FUND	AMOUNT	DESCRIPTION	VENDOR#
11217	4/8/2016	CALEXICO TOWING SERVICE	111-20-210-53011-000	\$ 106.11	PD/REPAIR UNIT 552 INV#1001144 PO#19510.0316	10139
11217	4/8/2016	CALEXICO TOWING SERVICE	111-20-210-53011-000	\$ 700.00	PD/REPAIR UNIT 575 INV# 1001140 PO# 19573.0116	10139
11217	4/8/2016	CALEXICO TOWING SERVICE	111-20-210-53011-000	\$ 148.53	PD/REPAIR METERS VAN INV# 1001139 PO# 19371.0116	10139
11217	4/8/2016	CALEXICO TOWING SERVICE	111-20-210-53011-000	\$ 424.38	PD/REPAIR UNIT 582 INV#1001142 PO#19512.0316	10139
11217	4/8/2016	CALEXICO TOWING SERVICE	111-20-210-53011-000	\$ 101.06	PD/REPAIR UNIT 521 INV#1001150 PO#19515.0316	10139
11217	4/8/2016	CALEXICO TOWING SERVICE	111-20-210-53011-000	\$ 443.14	PD/REPAIR UNIT 581 INV#1001151 PO#19513.0316	10139
11217	4/8/2016	CALEXICO TOWING SERVICE	111-20-210-53011-000	\$ 1,141.32	PD/REPAIR UNIT 523 INV#1001138 PO# 19375.0116	10139
11217	4/8/2016	CALEXICO TOWING SERVICE	111-20-210-53011-000	\$ 586.51	PD/REPAIR UNIT 524 INV#1001146 PO#19514.0316	10139
11217	4/8/2016	CALEXICO TOWING SERVICE	111-20-210-53011-000	\$ 517.30	PD/REPAIR UNIT 525 INV# 1001135 PO# 19369.0116	10139
11217	4/8/2016	CALEXICO TOWING SERVICE	111-20-210-53011-000	\$ 1,954.05	PD/REPAIR UNIT 528 INV# 1001137 PO# 19374.0116	10139
11217	4/8/2016	CALEXICO TOWING SERVICE	111-20-210-53011-000	\$ 326.12	PD/REPAIR UNIT 576 INV# 1001147 PO#19511.0316	10139
11217	4/8/2016	CALEXICO TOWING SERVICE	111-20-210-53011-000	\$ 152.77	PD/REPAIR TAN FUSION INV#1001149 PO#19506.0316	10139
11217	4/8/2016	CALEXICO TOWING SERVICE	111-20-210-53011-000	\$ 77.00	PD/REPAIR UNIT 521 INV#1001148 PO#19508.0316	10139
11217	4/8/2016	CALEXICO TOWING SERVICE	111-20-210-53011-000	\$ 94.55	PD/REPAIR ACO UNIT INV#1001141 PO#19372.0116	10139
11217	4/8/2016	CALEXICO TOWING SERVICE	111-20-217-53011-000	\$ 1,185.50	PD/REPAIR ANIMAL CONTR VEHICLE INV#1001145 PO#195	10139
			TOTAL \$	7,958.34		
11174	3/31/2016	CALIFORNIA SUPER MARKET	513-81-812-55025-000	\$ 77.84	COMPENSATION FOR THE MONTH OF FEB 2016	10153
11174	3/31/2016	CALIFORNIA SUPER MARKET	544-82-823-55025-000	\$ 77.84	COMPENSATION FOR THE MONTH OF FEB 2016	10153
			TOTAL \$	155.68		
0	3/31/2016	CHEMTRADE CHEMICALS US.LL.C	513-81-813-53012-000	\$ 3,016.46	ALUM SULFATE LIQ STD PO#18238	10185
			TOTAL \$	3,016.46		
11175	3/31/2016	COSTCO	111-20-250-53017-000	\$ 42.94	PO#19534.0316	10222
11175	3/31/2016	COSTCO	111-20-250-53030-000	\$ 116.77	PO#19534.0316	10222
11175	3/31/2016	COSTCO	111-20-250-54015-000	\$ 316.31	PO#19534.0316	10222
			TOTAL \$	476.02		
11176	3/31/2016	D&H WATER SYSTEMS	513-81-810-54001-000	\$ 4,883.85	MAINTENANCE ON CHEMICAL PUMPS PO#18924.0915	10249
			TOTAL \$	4,883.85		
11177	3/31/2016	DORDICK GARY A.	111-10-000-44124-000	\$ 24.80	PUBLIC RECORDS REQUEST REIMBURSEMENT DEPOSIT F	11319
			TOTAL \$	24.80		

CHECK #	CHECK DATE	VENDOR NAME	FUND	AMOUNT	DESCRIPTION	VENDOR#
11178	3/31/2016	EMPIRE SOUTHWEST LLC	111-40-420-54001-000	\$ 1,633.45	PO#19450.0216	10313
11178	3/31/2016	EMPIRE SOUTHWEST LLC	513-81-810-54001-000	\$ 629.50	PO#19046.1015	10313
11178	3/31/2016	EMPIRE SOUTHWEST LLC	513-81-810-54001-000	\$ 941.00	PO#19046.1015	10313
11178	3/31/2016	EMPIRE SOUTHWEST LLC	513-81-810-54001-000	\$ 629.50	PO#19046.1015	10313
11178	3/31/2016	EMPIRE SOUTHWEST LLC	513-81-810-54001-000	\$ 929.00	PO#19046.1015	10313
11178	3/31/2016	EMPIRE SOUTHWEST LLC	513-81-810-54001-000	\$ 1,299.93	PO#19046.1015	10313
11178	3/31/2016	EMPIRE SOUTHWEST LLC	513-81-810-54001-000	\$ 1,306.96	PO#19046.1015	10313
11178	3/31/2016	EMPIRE SOUTHWEST LLC	513-81-810-54001-000	\$ 1,108.75	PO#19046.1015	10313
11178	3/31/2016	EMPIRE SOUTHWEST LLC	513-81-813-54001-000	\$ 205.00	PO#19045.1015	10313
11178	3/31/2016	EMPIRE SOUTHWEST LLC	513-81-813-54001-000	\$ 205.00	PO#19045.1015	10313
11178	3/31/2016	EMPIRE SOUTHWEST LLC	544-82-823-53011-000	\$ 131.42	PO#19202.1115	10313
11178	3/31/2016	EMPIRE SOUTHWEST LLC	544-82-823-54001-000	\$ 754.36	PO#19287.1215	10313
		TOTAL \$		9,773.87		
0	3/31/2016	ENVIRONMENTAL RESOURCE ASSOCIATES	544-82-823-53033-000	\$ 327.16	PO#19458.0216 LAB SAMPLES	10317
		TOTAL \$		327.16		
0	4/7/2016	ERM-WEST, INC	412-90-903-56000-000	\$ 30,531.77	NEW RIVER IMPROVEMENT PROJECT	10319
		TOTAL \$		30,531.77		
11179	3/31/2016	FIVE STAR ELECTRIC	554-82-823-53001-000	\$ 2,450.00	PO#19301.1215	10351
11179	3/31/2016	FIVE STAR ELECTRIC	554-82-823-54001-000	\$ 8,263.45	PO#19424.0216	10351
11179	3/31/2016	FIVE STAR ELECTRIC	554-82-823-54001-000	\$ 8,391.36	PO#19424.0216	10351
		TOTAL \$		19,104.81		
11180	3/31/2016	FORENSIC DRUG TESTING SERVICES, INC.	111-10-150-55033-000	\$ 49.00	MARCH 2016 DRUG PROVENTION	10157
11180	3/31/2016	FORENSIC DRUG TESTING SERVICES, INC.	111-20-250-55033-000	\$ 258.50	MARCH 2016 DRUG PROVENTION	10157
		TOTAL \$		307.50		
11181	3/31/2016	GIBSON & SCHAEFER, INC	231-40-413-53001-000	\$ 365.63	PO#19432.0216 SIDEWALK REPLACEMENT	10379
		TOTAL \$		365.63		
11182	3/31/2016	GREATAMERICA FINANCIAL SV	111-30-330-55500-000	\$ 79.51	LEASING AGREEMENT LANIER LD645 COPIES	10397
11182	3/31/2016	GREATAMERICA FINANCIAL SV	513-81-813-55500-000	\$ 79.51	LEASING AGREEMENT LANIER LD645 COPIES	10397
11182	3/31/2016	GREATAMERICA FINANCIAL SV	544-82-823-55500-000	\$ 79.52	LEASING AGREEMENT LANIER LD645 COPIES	10397
		TOTAL \$		238.54		

CHECK #	CHECK DATE	VENDOR NAME	FUND	AMOUNT	DESCRIPTION	VENDOR#
11204	3/31/2016	GWC CRIMINAL JUSTICE TRAINING CENTER	111-20-210-55512-000	\$ 121.00	V VALENZUELA POST CERTIFICATION TRAINING	11324
11204	3/31/2016	GWC CRIMINAL JUSTICE TRAINING CENTER	111-20-210-55512-000	\$ 121.00	C ROMERO POST CERTIFICATION TRAINING	11324
			TOTAL \$	242.00		
11205	3/31/2016	HAZEL RUGG CLAIMS MANAGEMENT SERVICE	605-10-180-55038-000	\$ 2,500.00	GENERAL LIABILITY CLAIMS ADMIN SRVS - FEB 2016	11321
			TOTAL \$	2,500.00		
0	3/31/2016	HECHOS Y OPINION/EL LECHUGON	712-60-610-55017-000	\$ 800.00	MUSIC & SOUND SYSTEM CAR SHOW EVENT	10407
			TOTAL \$	800.00		
0	3/31/2016	HINDERLITER, de LLAMAS	111-10-160-55012-000	\$ 283.23	AUDIT SRVS TRANS SALES TAX QTR 3 2015	10412
0	3/31/2016	HINDERLITER, de LLAMAS	111-10-160-55025-000	\$ 1,280.01	CONTRACT SERVICES	10412
			TOTAL \$	1,563.24		
11213	4/7/2016	HIRAM GRANADOS	111-00-000-22810-000	\$ 944.28	TEMPORARY WATER METER DEPOSIT REFUND	11323
			TOTAL \$	944.28		
11183	3/31/2016	HUNTER EMPLOYMENT L.L.C	111-10-160-55015-000	\$ 2,291.05	PAYROLL FOR WEEK ENDING 03212016	10420
11183	3/31/2016	HUNTER EMPLOYMENT L.L.C	111-10-160-55015-000	\$ 2,627.16	PAYROLL FOR WEEK ENDING 03142016	10420
11183	3/31/2016	HUNTER EMPLOYMENT L.L.C	111-10-180-55015-000	\$ 522.00	PAYROLL FOR WEEK ENDING 03142016	10420
11183	3/31/2016	HUNTER EMPLOYMENT L.L.C	111-10-180-55015-000	\$ 522.00	PAYROLL FOR WEEK ENDING 03212016	10420
11183	3/31/2016	HUNTER EMPLOYMENT L.L.C	111-20-210-55015-000	\$ 2,190.40	PAYROLL FOR WEEK ENDING 03142016	10420
11183	3/31/2016	HUNTER EMPLOYMENT L.L.C	111-20-210-55015-000	\$ 2,263.66	PAYROLL FOR WEEK ENDING 03212016	10420
11183	3/31/2016	HUNTER EMPLOYMENT L.L.C	111-20-216-55015-000	\$ 5,472.30	PAYROLL FOR WEEK ENDING 03212016	10420
11183	3/31/2016	HUNTER EMPLOYMENT L.L.C	111-20-216-55015-000	\$ 3,522.40	PAYROLL FOR WEEK ENDING 03142016	10420
11183	3/31/2016	HUNTER EMPLOYMENT L.L.C	111-40-416-55015-000	\$ 934.40	PAYROLL FOR WEEK ENDING 03212016	10420
11183	3/31/2016	HUNTER EMPLOYMENT L.L.C	111-40-416-55015-000	\$ 1,051.20	PAYROLL FOR WEEK ENDING 03142016	10420
11183	3/31/2016	HUNTER EMPLOYMENT L.L.C	111-50-510-55015-000	\$ 476.60	PAYROLL FOR WEEK ENDING 03212016	10420
11183	3/31/2016	HUNTER EMPLOYMENT L.L.C	111-50-510-55015-000	\$ 565.40	PAYROLL FOR WEEK ENDING 03142016	10420
11183	3/31/2016	HUNTER EMPLOYMENT L.L.C	111-50-510-55015-000	\$ 587.88	PAYROLL FOR WEEK ENDING 03142016	10420
11183	3/31/2016	HUNTER EMPLOYMENT L.L.C	111-50-510-55015-000	\$ 707.16	PAYROLL FOR WEEK ENDING 03212016	10420
11183	3/31/2016	HUNTER EMPLOYMENT L.L.C	111-50-520-55015-000	\$ 464.85	PAYROLL FOR WEEK ENDING 03142016	10420
11183	3/31/2016	HUNTER EMPLOYMENT L.L.C	111-50-520-55015-000	\$ 572.10	PAYROLL FOR WEEK ENDING 03142016	10420
11183	3/31/2016	HUNTER EMPLOYMENT L.L.C	111-50-520-55015-000	\$ 785.50	PAYROLL FOR WEEK ENDING 03212016	10420
11183	3/31/2016	HUNTER EMPLOYMENT L.L.C	111-50-520-55015-000	\$ 686.28	PAYROLL FOR WEEK ENDING 03212016	10420
11183	3/31/2016	HUNTER EMPLOYMENT L.L.C	111-50-520-55015-000	\$ 686.28	PAYROLL FOR WEEK ENDING 03142016	10420
11183	3/31/2016	HUNTER EMPLOYMENT L.L.C	111-50-520-55015-000	\$ 464.85	PAYROLL FOR WEEK ENDING 03212016	10420

CHECK #	CHECK DATE	VENDOR NAME	FUND	AMOUNT	DESCRIPTION	VENDOR#
11183	3/31/2016	HUNTER EMPLOYMENT L.L.C	231-40-413-55015-000	\$ 1,051.20	PAYROLL FOR WEEK ENDING 03/21/2016	10420
11183	3/31/2016	HUNTER EMPLOYMENT L.L.C	231-40-413-55015-000	\$ 1,168.00	PAYROLL FOR WEEK ENDING 03/14/2016	10420
11183	3/31/2016	HUNTER EMPLOYMENT L.L.C	513-81-814-55015-000	\$ 452.60	PAYROLL FOR WEEK ENDING 03/21/2016	10420
11183	3/31/2016	HUNTER EMPLOYMENT L.L.C	513-81-814-55015-000	\$ 467.20	PAYROLL FOR WEEK ENDING 03/14/2016	10420
11183	3/31/2016	HUNTER EMPLOYMENT L.L.C	847-60-610-55015-000	\$ 549.50	PAYROLL FOR WEEK ENDING 03/14/2016	10420
		TOTAL \$		31,081.97		
11184	3/31/2016	I V TERMITE & PEST CONTROL INC	111-10-110-55031-000	\$ 6.57	MONTHLY SERVICE FOR FEB 2016	10434
11184	3/31/2016	I V TERMITE & PEST CONTROL INC	111-10-150-55031-000	\$ 6.57	MONTHLY SERVICE FOR FEB 2016	10434
11184	3/31/2016	I V TERMITE & PEST CONTROL INC	111-10-160-55031-000	\$ 6.57	MONTHLY SERVICE FOR FEB 2016	10434
11184	3/31/2016	I V TERMITE & PEST CONTROL INC	111-10-162-55031-000	\$ 19.00	MONTHLY SERVICE FOR FEB 2016	10434
11184	3/31/2016	I V TERMITE & PEST CONTROL INC	111-10-180-55031-000	\$ 6.58	MONTHLY SERVICE FOR FEB 2016	10434
11184	3/31/2016	I V TERMITE & PEST CONTROL INC	111-20-210-55031-000	\$ 48.00	MONTHLY SERVICE FOR FEB 2016	10434
11184	3/31/2016	I V TERMITE & PEST CONTROL INC	111-20-216-55031-000	\$ 35.00	MONTHLY SERVICE FOR FEB 2016	10434
11184	3/31/2016	I V TERMITE & PEST CONTROL INC	111-20-217-55031-000	\$ 48.00	MONTHLY SERVICE FOR FEB 2016	10434
11184	3/31/2016	I V TERMITE & PEST CONTROL INC	111-20-217-55031-000	\$ 84.00	MONTHLY SERVICE FOR FEB 2016	10434
11184	3/31/2016	I V TERMITE & PEST CONTROL INC	111-20-217-55031-000	\$ 84.00	MONTHLY SERVICE FOR FEB 2016	10434
11184	3/31/2016	I V TERMITE & PEST CONTROL INC	111-20-250-55031-000	\$ 26.00	MONTHLY SERVICE FOR FEB 2016	10434
11184	3/31/2016	I V TERMITE & PEST CONTROL INC	111-20-250-55031-000	\$ 24.00	MONTHLY SERVICE FOR FEB 2016	10434
11184	3/31/2016	I V TERMITE & PEST CONTROL INC	111-30-310-55031-000	\$ 6.57	MONTHLY SERVICE FOR FEB 2016	10434
11184	3/31/2016	I V TERMITE & PEST CONTROL INC	111-30-330-55031-000	\$ 6.57	MONTHLY SERVICE FOR FEB 2016	10434
11184	3/31/2016	I V TERMITE & PEST CONTROL INC	111-50-510-55031-000	\$ 35.00	MONTHLY SERVICE FOR FEB 2016	10434
11184	3/31/2016	I V TERMITE & PEST CONTROL INC	111-50-510-55031-000	\$ 165.00	MONTHLY SERVICE FOR FEB 2016	10434
11184	3/31/2016	I V TERMITE & PEST CONTROL INC	111-50-510-55031-000	\$ 28.00	MONTHLY SERVICE FOR FEB 2016	10434
11184	3/31/2016	I V TERMITE & PEST CONTROL INC	111-50-520-55031-000	\$ 31.00	MONTHLY SERVICE FOR FEB 2016	10434
11184	3/31/2016	I V TERMITE & PEST CONTROL INC	513-81-813-55031-000	\$ 52.00	MONTHLY SERVICE FOR FEB 2016	10434
11184	3/31/2016	I V TERMITE & PEST CONTROL INC	513-81-813-55031-000	\$ 52.00	MONTHLY SERVICE FOR FEB 2016	10434
11184	3/31/2016	I V TERMITE & PEST CONTROL INC	513-81-813-55031-000	\$ 218.00	MONTHLY SERVICE FOR FEB 2016	10434
11184	3/31/2016	I V TERMITE & PEST CONTROL INC	522-83-830-55031-000	\$ 42.00	MONTHLY SERVICE FOR FEB 2016	10434
11184	3/31/2016	I V TERMITE & PEST CONTROL INC	544-82-823-55031-000	\$ 144.00	MONTHLY SERVICE FOR FEB 2016	10434
11184	3/31/2016	I V TERMITE & PEST CONTROL INC	810-60-610-55031-000	\$ 6.57	MONTHLY SERVICE FOR FEB 2016	10434
		TOTAL \$		1,145.00		
11185	3/31/2016	ICOE	111-10-160-55016-000	\$ 1,406.25	JULY 1 - JUNE 2016 4QTR	10444
11185	3/31/2016	ICOE	111-20-210-55016-000	\$ 1,406.25	JULY 1 - JUNE 2016 4QTR	10444
11185	3/31/2016	ICOE	111-20-250-55016-000	\$ 1,406.25	JULY 1 - JUNE 2016 4QTR	10444
11185	3/31/2016	ICOE	111-40-410-55016-000	\$ 1,406.25	JULY 1 - JUNE 2016 4QTR	10444

CHECK #	CHECK DATE	VENDOR NAME	FUND	AMOUNT	DESCRIPTION	VENDOR#
11185	3/31/2016	ICOE	111-50-520-55016-000	\$ 1,406.25	JUL Y 1 - JUNE 2016 4QTR	10444
11185	3/31/2016	ICOE	513-81-812-55016-000	\$ 1,406.25	JUL Y 1 - JUNE 2016 4QTR	10444
11185	3/31/2016	ICOE	522-83-830-55016-000	\$ 1,406.25	JUL Y 1 - JUNE 2016 4QTR	10444
11185	3/31/2016	ICOE	544-82-823-55016-000	\$ 1,406.25	JUL Y 1 - JUNE 2016 4QTR	10444
			TOTAL \$	11,250.00		
11186	3/31/2016	IMPERIAL IRRIGATION DISTRICT	231-40-413-53023-000	\$ 48.58	SRVYS PERIOD FEB 13 - MARCH 15 2016	10452
11186	3/31/2016	IMPERIAL IRRIGATION DISTRICT	231-40-413-53023-000	\$ 20,170.66	SRVYS PERIOD FEB 20 - MARCH 21 2016	10452
11186	3/31/2016	IMPERIAL IRRIGATION DISTRICT	231-40-413-53023-000	\$ 42.62	SRVYS PERIOD FEB 13 - MARCH 15 2016	10452
			TOTAL \$	20,261.86		
11187	3/31/2016	IMPERIAL PRINTERS	111-10-150-53017-000	\$ 81.38	BUSINESS CARDS FOR CM	10454
11187	3/31/2016	IMPERIAL PRINTERS	111-10-160-53017-000	\$ 70.53	BUSINESS CARDS FINANCIAL ADVISORY BOARD MEMBE	10454
11187	3/31/2016	IMPERIAL PRINTERS	111-30-310-53017-000	\$ 81.38	BUSINESS CARDS FOR PLANNING COMMISSIONER	10454
			TOTAL \$	233.29		
0	3/31/2016	INFOSEND, INC	513-81-810-58001-000	\$ 1,980.61	OCT 2015 BILLING	10460
0	3/31/2016	INFOSEND, INC	544-82-820-58001-000	\$ 1,980.61	OCT 2015 BILLING	10460
0	3/31/2016	INFOSEND, INC	544-82-823-55023-000	\$ 2,886.97	STORMWATER AWARENESS SURVEY	10460
			TOTAL \$	6,848.19		
11188	3/31/2016	JOHNSON LIFT/HYSTER	111-50-510-54001-000	\$ 1,385.80	PO#19020.1015 SUPPLIES TO REPAIR BOOM TRUCK	10490
			TOTAL \$	1,385.80		
11189	3/31/2016	K-C WELDING & RENTALS, INC	111-40-416-53001-000	\$ 557.02	SUPPLIES PARKS	10491
			TOTAL \$	557.02		
11210	3/31/2016	KIM JOONG S	111-10-110-55500-000	\$ 632.60	REIMB/ADV EXPENSES	10493
			TOTAL \$	632.60		
11190	3/31/2016	KONE, INC.	111-10-180-54001-000	\$ 506.20	MEXICAN CONSULATE BUILDING WHEELCHAIR LEFT NO	10498
			TOTAL \$	506.20		
11191	3/31/2016	LAW ENFORCEMENT SYSTEMS	111-20-210-53017-000	\$ 112.00	PO#19501.0316 SUPPLIES PD	10509
			TOTAL \$	112.00		

CHECK #	CHECK DATE	VENDOR NAME	FUND	AMOUNT	DESCRIPTION	VENDOR#
11192	3/31/2016	MALDONADO CARMEN	111-50-520-53029-000	\$ 87.46	REIMBURSEMENT ON CRAFT MATERIALS	10335
			TOTAL \$	87.46		
11193	3/31/2016	MARTINEZ ANGELICA	111-50-520-44213-000	\$ 15.00	REFUND ON SOCCER CLINIC	11322
			TOTAL \$	15.00		
11194	3/31/2016	ORANGE COMMERCIAL CREDIT	513-81-813-53033-000	\$ 1,580.00	SAMPLES TAKEN 1/25/16 WATER PLANT	10607
			TOTAL \$	1,580.00		
0	3/31/2016	PADRE USA IMPERIAL VALLEY DISTRIBUTING	111-10-180-53030-000	\$ 56.71	CLEANING SUPPLIES	10618
0	3/31/2016	PADRE USA IMPERIAL VALLEY DISTRIBUTING	111-10-180-54020-000	\$ 58.94	JANITORIAL SUPPLIES	10618
0	3/31/2016	PADRE USA IMPERIAL VALLEY DISTRIBUTING	111-10-180-54020-000	\$ 152.55	JANITORIAL SUPPLIES	10618
0	3/31/2016	PADRE USA IMPERIAL VALLEY DISTRIBUTING	111-20-210-54020-000	\$ 170.04	JANITORIAL SUPPLIES	10618
0	3/31/2016	PADRE USA IMPERIAL VALLEY DISTRIBUTING	111-50-520-54020-000	\$ 173.02	JANITORIAL SUPPLIES	10618
0	3/31/2016	PADRE USA IMPERIAL VALLEY DISTRIBUTING	522-83-830-53030-000	\$ 171.54	CLEANING SUPPLIES	10618
0	3/31/2016	PADRE USA IMPERIAL VALLEY DISTRIBUTING	522-83-830-54020-000	\$ 111.84	JANITORIAL SUPPLIES	10618
			TOTAL \$	894.64		
0	3/31/2016	PINNACLE INSURANCE ADMN	602-10-180-44902-000	\$ (3,603.23)	RETIREES INSURANCE - FEB 2016	10645
0	3/31/2016	PINNACLE INSURANCE ADMN	602-10-180-44902-000	\$ (3,843.23)	RETIREES INSURANCE - JAN 2016	10645
0	3/31/2016	PINNACLE INSURANCE ADMN	602-10-180-53038-000	\$ 10,828.34	RETIREES INSURANCE - JAN 2016	10645
0	3/31/2016	PINNACLE INSURANCE ADMN	602-10-180-53038-000	\$ 10,450.87	RETIREES INSURANCE - FEB 2016	10645
			TOTAL \$	13,832.75		
0	3/31/2016	RISK MANAGEMENT PROFESSIONALS INC	513-81-813-55001-000	\$ 286.25	PO#19393.0216 WTP CA ENVIR REPORT SYSTEM CERS SUP	10707
			TOTAL \$	286.25		
11206	3/31/2016	ROMANS WATER SYSTEM	111-10-110-53034-000	\$ 2.78	WATER SERVICE FOR 021016	10722
11206	3/31/2016	ROMANS WATER SYSTEM	111-10-150-53034-000	\$ 3.50	WATER SERVICE FOR 022416	10722
11206	3/31/2016	ROMANS WATER SYSTEM	111-10-150-53034-000	\$ 2.94	WATER SERVICE FOR 030216	10722
11206	3/31/2016	ROMANS WATER SYSTEM	111-10-150-53034-000	\$ 2.94	WATER SERVICE FOR 030216	10722
11206	3/31/2016	ROMANS WATER SYSTEM	111-10-150-53034-000	\$ 2.39	WATER SERVICE FOR 030916	10722
11206	3/31/2016	ROMANS WATER SYSTEM	111-10-150-53034-000	\$ 3.51	WATER SERVICE FOR 022416	10722
11206	3/31/2016	ROMANS WATER SYSTEM	111-10-150-53034-000	\$ 2.95	WATER SERVICE FOR 030216	10722
11206	3/31/2016	ROMANS WATER SYSTEM	111-10-150-53034-000	\$ 2.94	WATER SERVICE FOR 021716	10722
11206	3/31/2016	ROMANS WATER SYSTEM	111-10-150-53034-000	\$ 2.40	WATER SERVICE FOR 030916	10722
11206	3/31/2016	ROMANS WATER SYSTEM	111-10-150-53034-000	\$ 2.94	WATER SERVICE FOR 021716	10722

CHECK #	CHECK DATE	VENDOR NAME	FUND	AMOUNT	DESCRIPTION	VENDOR#
11206	3/31/2016	ROMAN'S WATER SYSTEM	111-10-150-53034-000	\$ 2.95	WATER SERVICE FOR 021716	10722
11206	3/31/2016	ROMAN'S WATER SYSTEM	111-10-150-53034-000	\$ 3.50	WATER SERVICE FOR 022416	10722
11206	3/31/2016	ROMAN'S WATER SYSTEM	111-10-150-53034-000	\$ 2.79	WATER SERVICE FOR 021016	10722
11206	3/31/2016	ROMAN'S WATER SYSTEM	111-10-160-53034-000	\$ 2.39	WATER SERVICE FOR 030916	10722
11206	3/31/2016	ROMAN'S WATER SYSTEM	111-10-160-53034-000	\$ 2.94	WATER SERVICE FOR 021716	10722
11206	3/31/2016	ROMAN'S WATER SYSTEM	111-10-160-53034-000	\$ 3.50	WATER SERVICE FOR 022416	10722
11206	3/31/2016	ROMAN'S WATER SYSTEM	111-10-160-53034-000	\$ 2.78	WATER SERVICE FOR 021016	10722
11206	3/31/2016	ROMAN'S WATER SYSTEM	111-10-162-53034-000	\$ 2.94	WATER SERVICE FOR 030216	10722
11206	3/31/2016	ROMAN'S WATER SYSTEM	111-10-162-53034-000	\$ 3.50	WATER SERVICE FOR 022416	10722
11206	3/31/2016	ROMAN'S WATER SYSTEM	111-10-162-53034-000	\$ 2.94	WATER SERVICE FOR 030216	10722
11206	3/31/2016	ROMAN'S WATER SYSTEM	111-10-162-53034-000	\$ 2.94	WATER SERVICE FOR 021716	10722
11206	3/31/2016	ROMAN'S WATER SYSTEM	111-10-162-53034-000	\$ 2.78	WATER SERVICE FOR 021016	10722
11206	3/31/2016	ROMAN'S WATER SYSTEM	111-10-180-53034-000	\$ 2.39	WATER SERVICE FOR 030916	10722
11206	3/31/2016	ROMAN'S WATER SYSTEM	111-10-180-53034-000	\$ 2.78	WATER SERVICE FOR 021016	10722
11206	3/31/2016	ROMAN'S WATER SYSTEM	111-30-310-53034-000	\$ 2.39	WATER SERVICE FOR 030916	10722
11206	3/31/2016	ROMAN'S WATER SYSTEM	111-30-310-53034-000	\$ 2.78	WATER SERVICE FOR 021016	10722
11206	3/31/2016	ROMAN'S WATER SYSTEM	111-30-310-53034-000	\$ 3.50	WATER SERVICE FOR 022416	10722
11206	3/31/2016	ROMAN'S WATER SYSTEM	111-30-310-53034-000	\$ 2.94	WATER SERVICE FOR 021716	10722
11206	3/31/2016	ROMAN'S WATER SYSTEM	111-30-310-53034-000	\$ 2.94	WATER SERVICE FOR 030216	10722
11206	3/31/2016	ROMAN'S WATER SYSTEM	111-30-330-53034-000	\$ 2.39	WATER SERVICE FOR 030916	10722
11206	3/31/2016	ROMAN'S WATER SYSTEM	111-30-330-53034-000	\$ 2.94	WATER SERVICE FOR 021716	10722
11206	3/31/2016	ROMAN'S WATER SYSTEM	111-30-330-53034-000	\$ 2.94	WATER SERVICE FOR 030216	10722
11206	3/31/2016	ROMAN'S WATER SYSTEM	111-30-330-53034-000	\$ 3.50	WATER SERVICE FOR 022416	10722
11206	3/31/2016	ROMAN'S WATER SYSTEM	111-40-410-53034-000	\$ 2.94	WATER SERVICE FOR 021716	10722
11206	3/31/2016	ROMAN'S WATER SYSTEM	111-40-410-53034-000	\$ 3.50	WATER SERVICE FOR 022416	10722
11206	3/31/2016	ROMAN'S WATER SYSTEM	111-40-410-53034-000	\$ 2.39	WATER SERVICE FOR 030916	10722
11206	3/31/2016	ROMAN'S WATER SYSTEM	111-40-410-53034-000	\$ 2.94	WATER SERVICE FOR 030216	10722
11206	3/31/2016	ROMAN'S WATER SYSTEM	111-40-410-53034-000	\$ 2.78	WATER SERVICE FOR 021016	10722
11206	3/31/2016	ROMAN'S WATER SYSTEM	951-60-601-53034-000	\$ 2.94	WATER SERVICE FOR 021716	10722
11206	3/31/2016	ROMAN'S WATER SYSTEM	951-60-601-53034-000	\$ 2.39	WATER SERVICE FOR 030916	10722
11206	3/31/2016	ROMAN'S WATER SYSTEM	951-60-601-53034-000	\$ 3.50	WATER SERVICE FOR 022416	10722
11206	3/31/2016	ROMAN'S WATER SYSTEM	951-60-601-53034-000	\$ 2.94	WATER SERVICE FOR 030216	10722
				TOTAL \$	131.00	

CHECK #	CHECK DATE	VENDOR NAME	FUND	AMOUNT	DESCRIPTION	VENDOR#
11207	3/31/2016	ROMERO CELIA	111-20-210-55505-000	\$ 15.00	PARKING - POST CERTIFICATION TRAINING	10723
11207	3/31/2016	ROMERO CELIA	111-20-210-55505-000	\$ 225.00	MEAL ALLOWANCE - POST CERTIFICATION TRAINING	10723
			TOTAL \$	240.00		
11208	3/31/2016	RUTAN & TUCKER LLP	460-10-180-55001-000	\$ 625.00	GRAN PLAZA CRD BONDING FINANCING	11016
			TOTAL \$	625.00		
11195	3/31/2016	SAFE-T-FIT, LLC	513-81-813-54015-000	\$ 1,228.64	PO#19337.0116 RESPIRATOR FIT TESTING	10732
			TOTAL \$	1,228.64		
11196	3/31/2016	SELLERS PETROLEUM	111-20-210-53013-000	\$ 3,531.17	VEHICLE FUEL AND OIL	10751
11196	3/31/2016	SELLERS PETROLEUM	111-20-250-53013-000	\$ 1,900.71	VEHICLE FUEL AND OIL	10751
11196	3/31/2016	SELLERS PETROLEUM	111-30-330-53013-000	\$ (95.34)	CREDIT MEMO CR#10934 02/04/2016	10751
11196	3/31/2016	SELLERS PETROLEUM	111-30-330-53013-000	\$ 24.80	VEHICLE FUEL AND OIL	10751
11196	3/31/2016	SELLERS PETROLEUM	111-30-330-53013-000	\$ 124.49	VEHICLE FUEL AND OIL	10751
11196	3/31/2016	SELLERS PETROLEUM	111-30-330-53013-000	\$ 158.18	VEHICLE FUEL AND OIL	10751
11196	3/31/2016	SELLERS PETROLEUM	111-40-410-53013-000	\$ 57.53	VEHICLE FUEL AND OIL	10751
11196	3/31/2016	SELLERS PETROLEUM	111-40-410-53013-000	\$ 59.16	VEHICLE FUEL AND OIL	10751
11196	3/31/2016	SELLERS PETROLEUM	111-40-416-53013-000	\$ 288.74	VEHICLE FUEL AND OIL	10751
11196	3/31/2016	SELLERS PETROLEUM	111-40-420-53013-000	\$ 113.43	VEHICLE FUEL AND OIL	10751
11196	3/31/2016	SELLERS PETROLEUM	111-50-510-53013-000	\$ 22.99	VEHICLE FUEL AND OIL	10751
11196	3/31/2016	SELLERS PETROLEUM	231-40-413-53013-000	\$ 704.50	VEHICLE FUEL AND OIL	10751
11196	3/31/2016	SELLERS PETROLEUM	513-81-813-53013-000	\$ 79.34	VEHICLE FUEL AND OIL	10751
11196	3/31/2016	SELLERS PETROLEUM	513-81-814-53013-000	\$ 503.00	VEHICLE FUEL AND OIL	10751
11196	3/31/2016	SELLERS PETROLEUM	522-83-830-53013-000	\$ 137.76	VEHICLE FUEL AND OIL	10751
11196	3/31/2016	SELLERS PETROLEUM	544-82-823-53013-000	\$ 532.34	VEHICLE FUEL AND OIL	10751
11196	3/31/2016	SELLERS PETROLEUM	544-82-824-53013-000	\$ 279.26	VEHICLE FUEL AND OIL	10751
			TOTAL \$	8,422.06		
11197	3/31/2016	SPECTRUM	111-10-110-55025-000	\$ 216.67	C/C VIDEO RECORDING FEB 16, 2016 MTG	10781
11197	3/31/2016	SPECTRUM	111-10-150-55025-000	\$ 216.67	C/C VIDEO RECORDING FEB 16, 2016 MTG	10781
11197	3/31/2016	SPECTRUM	931-90-803-55025-000	\$ 216.66	C/C VIDEO RECORDING FEB 16, 2016 MTG	10781
			TOTAL \$	650.00		
11198	3/31/2016	STATE CONTROLLER'S OFFICE	231-40-413-55014-000	\$ 2,838.76	ANNUAL STREET REPORT 14-15	10794

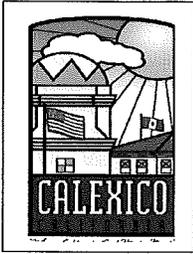
TOTAL \$ 2,838.76

CHECK #	CHECK DATE	VENDOR NAME	FUND	AMOUNT	DESCRIPTION	VENDOR#
11214	4/7/2016	THE GAS COMPANY	111-10-180-53024-000	\$ 43.50	SERVICE PERIOD FEB 29 - MARCH 29, 2016	10774
11214	4/7/2016	THE GAS COMPANY	111-20-250-53024-000	\$ 29.90	SERVICE PERIOD FEB 26 - MARCH 28, 2016	10774
11214	4/7/2016	THE GAS COMPANY	513-81-813-53024-000	\$ 16.17	SERVICE PERIOD FEB 29 - MARCH 29, 2016	10774
		TOTAL \$		89.57		
0	3/31/2016	UNIFIRST CORPORATION	111-20-216-53010-000	\$ 120.23	UNIFORM CLEANING PD	10848
0	3/31/2016	UNIFIRST CORPORATION	111-20-216-53010-000	\$ 121.01	UNIFORM CLEANING PD	10848
0	3/31/2016	UNIFIRST CORPORATION	111-20-216-53010-000	\$ 179.78	UNIFORM CLEANING PD	10848
		TOTAL \$		421.02		
11199	3/31/2016	USC FOUNDATION OFFICE	513-81-814-55501-000	\$ 182.55	WATER PURVEYOR MEMBERSHIP RENEWAL JAN 1 DEC 31	10858
		TOTAL \$		182.55		
11209	3/31/2016	VALENZUELA VERONICA	111-20-210-55505-000	\$ 225.00	MEAL ALLOWANCE - POST CERTIFICATION TRAINING	10862
		TOTAL \$		225.00		
11200	3/31/2016	VALLEY PETROLEUM EQUIPMENT, INC	522-83-830-55025-000	\$ 150.00	UST DESIGNATED OPERATOR FOR THE MONTH OF FEB 20	10864
		TOTAL \$		150.00		
11201	3/31/2016	VEL PACKER	412-90-901-56000-000	\$ 40,000.00	058 400 061 3	11320
		TOTAL \$		40,000.00		
11202	3/31/2016	VERIZON WIRELESS	111-10-150-55511-000	\$ 38.01	SRVS FROM FEB 19 - MARCH 18 2016	10872
11202	3/31/2016	VERIZON WIRELESS	111-10-150-55511-000	\$ 38.01	SRVS FROM FEB 19 - MARCH 18 2016	10872
11202	3/31/2016	VERIZON WIRELESS	111-20-250-55511-000	\$ 418.11	SRVS FROM FEB 19 - MARCH 18 2016	10872
11202	3/31/2016	VERIZON WIRELESS	111-30-310-55511-000	\$ 348.09	SRVS FROM FEB 19 - MARCH 18 2016	10872
11202	3/31/2016	VERIZON WIRELESS	111-50-510-55511-000	\$ 38.01	SRVS FROM FEB 19 - MARCH 18 2016	10872
11215	4/7/2016	VERIZON WIRELESS	111-20-210-55511-000	\$ 1,740.48	CELL PHONE SRVS FROM FEB 19 - MARCH 18, 2016	10872
11215	4/7/2016	VERIZON WIRELESS	111-20-217-55511-000	\$ 26.86	CELL PHONE SRVS FROM FEB 19 - MARCH 18, 2016	10872
11215	4/7/2016	VERIZON WIRELESS	111-20-250-55511-000	\$ 26.86	CELL PHONE SRVS FROM FEB 19 - MARCH 18, 2016	10872
11215	4/7/2016	VERIZON WIRELESS	111-30-310-55511-000	\$ 26.86	CELL PHONE SRVS FROM FEB 19 - MARCH 18, 2016	10872
11215	4/7/2016	VERIZON WIRELESS	111-30-330-55511-000	\$ 80.58	CELL PHONE SRVS FROM FEB 19 - MARCH 18, 2016	10872
11215	4/7/2016	VERIZON WIRELESS	111-40-410-55511-000	\$ 26.86	CELL PHONE SRVS FROM FEB 19 - MARCH 18, 2016	10872
11215	4/7/2016	VERIZON WIRELESS	513-81-813-55511-000	\$ 55.98	CELL PHONE SRVS FROM FEB 19 - MARCH 18, 2016	10872

CHECK #	CHECK DATE	VENDOR NAME	FUND	AMOUNT	DESCRIPTION	VENDOR#
11215	4/7/2016	VERIZON WIRELESS	513-81-814-55511-000	\$ 53.72	CELL PHONE SRVS FROM FEB 19 - MARCH 18, 2016	10872
11215	4/7/2016	VERIZON WIRELESS	544-82-823-55511-000	\$ 80.58	CELL PHONE SRVS FROM FEB 19 - MARCH 18, 2016	10872
			TOTAL \$	3,052.73		
0	3/31/2016	VILLA PRIMA VERA CIC, LP	811-60-610-55034-000	\$ 369,693.21	DRAWDOWN #2 HOME 8612	11104
			TOTAL \$	369,693.21		
11203	3/31/2016	VIRGEN PABLO & ELAIRA TRUSTEES	412-90-901-56000-000	\$ 5,000.00	058 400 013	11316
			TOTAL \$	5,000.00		
11216	4/7/2016	WAL-MART COMMUNITY	111-50-510-53029-000	\$ 75.48	READ ACROSS AMERICA	10883
11216	4/7/2016	WAL-MART COMMUNITY	111-50-510-53029-000	\$ 13.97	READ ACROSS AMERICA	10883
11216	4/7/2016	WAL-MART COMMUNITY	111-50-520-53029-000	\$ 19.81	CAC PIANO & VIOLIN CONCERT	10883
11216	4/7/2016	WAL-MART COMMUNITY	111-50-520-53029-000	\$ 128.59	DADDY DAUGHTER DANCE - REC PROGRAM	10883
11216	4/7/2016	WAL-MART COMMUNITY	111-50-520-53029-000	\$ 97.68	CAC PROGRAM PIANO & VIOLIN CONCERT	10883
11216	4/7/2016	WAL-MART COMMUNITY	111-50-520-53029-000	\$ 34.72	CAC CONCERT BY TRIO AT CEART	10883
11216	4/7/2016	WAL-MART COMMUNITY	111-50-520-53029-000	\$ 37.29	EDDIE SHIFFER EXHIBIT AT CAC	10883
11216	4/7/2016	WAL-MART COMMUNITY	111-50-520-53029-000	\$ 20.44	KIDS NIGHT OUT - REC PROGRAM	10883
11216	4/7/2016	WAL-MART COMMUNITY	111-50-520-53029-000	\$ 21.84	DADDY DAUGHTER DANCE - REC PROGRAM	10883
11216	4/7/2016	WAL-MART COMMUNITY	111-50-520-53029-000	\$ 33.82	NOCHE DE BOLEROS	10883
11216	4/7/2016	WAL-MART COMMUNITY	111-50-520-53029-000	\$ 41.23	CAC PIANO & VIOLIN CONCERT	10883
			TOTAL \$	524.87		
		TOTAL GENERAL FUND & OTHER		\$ 878,722.00		
		TOTAL GENERAL FUND ACCOUNT		\$ 66,602.10		
		TOTAL OTHER FUND ACCOUNTS		\$ 812,119.90		

**AGENDA
ITEM**

11



AGENDA STAFF REPORT

April 19, 2016

TO: Mayor and City Council

APPROVED BY: Nick Fenley, Interim City Manager

PREPARED BY: Carlos Campos, Interim City Attorney

SUBJECT: A Resolution of the City Council of the City of Calexico Approving a Certificate of Acceptance for Real Property Received Pursuant to a Land Exchange with Bordertown Investments LP.

=====

Recommendation:

Adopt Resolution approving the Certificate of Acceptance of the deed to the City from Bordertown Investments to complete the land exchange for the Power Center (Phase 2) of Gran Plaza.

Background:

The City is the owner of 20.31 acres of vacant land located to the south of Second Street slightly north of the border with Mexico, and adjacent to the western border of the Gran Plaza Outlet Center, Phase 1. The City will be trading that acreage for three parcels with a total of 24.52 acres belonging to Bordertown Investments LP located to the north of Second Street and adjacent to the existing airport. This exchange is necessary to complete the land assembly for Gran Plaza Power Center so that the new power center is adjacent to the existing outlet mall. Gran Plaza is an outlet mall that is Phase 1 of the overall development. Phase 2 is a power center to be owned and operated by Bordertown Investments, LP, another subsidiary of the Charles Co.

Gran Plaza Outlet Mall (Phase 1) opened on November 15, 2013; at present, tenants include H&M, &M, Old Navy, Nike, A'Gaci, Tilly's, Banana Republic, Adidas, Michael Kors, Coach, Aeropostale, American Eagle, Levi, Guess, Puma, Reebok, Sketchers, Gap and Nautica. Gran Plaza is a successful and flourishing addition to the City that produces sales tax revenue from shoppers on both sides of the border and generates local jobs. The owner is completing plans to cover the mall.

The owner now is developing the initial phase of the Power Center. On December 1, 2015, Bordertown Investments LP ("Bordertown") received the entitlements to construct the Power Center, a power center with up to 1,000,000 sq. feet of retail, including such "big box" retail tenants as Steinmart, Ross, Burlington and TJMaxx.

**AGENDA
ITEM**
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Construction plans have been submitted to the City and construction will begin as soon as this transaction is complete.

The entitlements for Phase 2 included the City's commitment to complete the land exchange. The City has completed the appraisal for each portion of the property. On April 21, 2015, the City approved the Agreement for Land Exchange. Unfortunately, It has taken almost exactly a year to receive all needed approvals, which now are complete except for the close of escrow for the actual property tax exchange to take place. This action is necessary to close escrow.

Discussion & Analysis:

At this time, all requirements for the performance of the Land Exchange Agreement have been met, except for the adoption of this resolution and the approval of the City's Certificate of Acceptance for the three parcels to be received from Bordertown so that the deeds for the exchange may be recorded and escrow may close. The deed for the Bordertown Property (consisting of three parcels) to be accepted by the City is attached as Exhibit "A" to this Resolution, along with the Certificate of Acceptance which allows its recording and allows for escrow to close.

This action is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Guidelines Sections 15160 (c) and 15061(b)(3) because it is not likely to result in any direct or reasonably foreseeable indirect change in the physical environment and the FEIR for the entitlements was approved on December 1, 2015.

Fiscal Impact:

The land exchange is beneficial to the City because the City is obtaining 24.52 acres in exchange for 20.31 acres. In addition, the construction of Phase 2 of Gran Plaza has significant benefits for the City as detailed in the May 15, 2015 Keyser-Marston economic report, provided on December 1, 2015; it demonstrates that at full build out, the Power Center will generate \$3M in sales taxes and up to 2,985 jobs for the City. In addition, the land the City is acquiring will allow the airport to be renovated and expanded.

Coordinated With:

All pertinent documents have been reviewed and approved by the City Attorney's office.

Attachment:

1. Resolution - A Resolution of the City Council of the City of Calexico Approving a Certificate of Acceptance for Real Property Received Pursuant to a Land Exchange with Bordertown Investments LP.
2. Certificate of Acceptance with Deed
3. Land Exchange Agreement (approved April 21, 2015)

RESOLUTION NO. 2016- _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALEXICO
APPROVING A CERTIFICATE OF ACCEPTANCE FOR REAL PROPERTY
RECEIVED PURSUANT TO A LAND EXCHANGE WITH BORDERTOWN
INVESTMENTS LP**

WHEREAS, the City is the owner of 20.31 acres of vacant land located along Second Street slightly north of the border with Mexico, and adjacent to the Gran Plaza Outlet Center; and

WHEREAS, Bordertown Investments LP (“Bordertown”) has applied to construct Phase 2 of that Center, a power center with additional big box retail outlets, on property adjacent to such vacant land belonging to the City; and

WHEREAS, Bordertown owns 24.52 acres of vacant property (consisting of three parcels) on the other side of Second Street which is needed to create sufficient area for the proposed Phase power center; and

WHEREAS, pursuant to appraisals for both properties, they are generally of equivalent value; and

WHEREAS, in order to facilitate the development of Phase 2, the City and Bordertown have agreed to an exchange of those properties by execution of the Land Exchange Agreement which was previously approved by the City Council on April 21, 2015;

WHEREAS, all requirements for the performance of the Land Exchange Agreement now have been met, except for the adoption of this resolution and the approval of the City’s Certificate of Acceptance for the three parcel to be received from Bordertown so that the deeds for the exchange may be recorded and escrow closed;

WHEREAS, the deed for the Bordertown property to be accepted by the City is attached as Exhibit “A” to this Resolution, along with the Certificate of Acceptance which allows its recording; and

WHEREAS, this action is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Guidelines Sections 15160 (c) and 15061(b)(3) because it is not likely to result in any direct or reasonably foreseeable indirect change in the physical environment and the development of the power center has been reviewed in an EIR to be circulated and approved as required by law.

NOW, THEREFORE, the City Council of the City of Calexico finds and resolves as follows:

1. The Recitals set out above are true and correct.
2. The Board confirms that this action is exempt from CEQA and directs the filing of a Notice of Exemption.
3. The City Council hereby accepts the deed attached as Exhibit "A" and authorizes the City Manager to execute that Certificate of Acceptance and authorizes and ratifies any and all necessary action by the City Manager or City staff to implement the provisions of the Land Exchange Agreement.

PASSED, APPROVED AND ADOPTED this ____ day of April, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

Exhibit A – Deed with legal description and Certificate of Acceptance

**CERTIFICATE OF ACCEPTANCE
OF
GRANT DEED
(City of Calexico)**

This is to certify that all of the estates and/or interests in real property conveyed by the foregoing Grant Deed from the BORDERTOWN INVESTMENTS, LP, a Delaware Limited Partnership, to the CITY OF CALEXICO, a California municipal corporation ("City"), are hereby accepted by the undersigned authorized officer on behalf of City, pursuant to authority conferred on such authorized officer by City, and City consents to recordation of such Grant Deed in the Official Records of the Recorder of the County of Imperial, California.

CITY OF CALEXICO, a California municipal corporation

By: _____
Name: _____
Title: _____

Dated: _____, 2016

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

) ss

COUNTY OF IMPERIAL)

On _____, 20__, before me, _____, a notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

AGREEMENT FOR THE EXCHANGE OF REAL PROPERTY

THIS AGREEMENT FOR THE EXCHANGE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS (this “**Agreement**” or “**Exchange Agreement**”), is made as of this 8th day of May, 2015 (“**Effective Date**”) by and between **BORDERTOWN INVESTMENTS, LP**, a Delaware Limited Partnership qualified and in good standing to do business in California (“**DEVELOPER**”), and the **CITY OF CALEXICO** (“**CITY**”), a California municipal corporation, on the other. **DEVELOPER** and **CITY** are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS

A. **DEVELOPER** is the owner of that certain real property in the **CITY** of Calexico, County of Imperial, consisting of approximately 24.52 acres more particularly described in Exhibit ”A” attached hereto along with any and all rights, privileges and easements currently owned by **DEVELOPER** which are appurtenant thereto, including, without limitation, all minerals, oil, gas and other hydrocarbon substances on and under such real property as well as all air rights, water, water rights and water stock relating to that real property and any other easements, rights-of-way or appurtenances used in connection with its beneficial use and enjoyment of the real property (collectively, the “**DEVELOPER Property.**”)

B. **CITY** is the owner of that certain real property located in the **CITY** of Calexico, County of Imperial, consisting of approximately 20.31 acres more particularly described in Exhibit ”B” attached hereto) including all rights, privileges and easements currently owned by the **CITY** which are appurtenant thereto, including, without limitation, all minerals, oil, gas and other hydrocarbon substances on and under the real property, as well as all air rights, water, water rights and water stock relating to the real property and any other easements, rights-of-way, or appurtenances used in connection with the beneficial use and enjoyment of the Land, (collectively, the “**CITY Property**”).

C. The **CITY** immediately shall take the steps necessary to terminate the streets offered for dedication on the **DEVELOPER** property. The **CITY** immediately shall seek to obtain any required Federal Aviation Administration (FAA) approval for the revised Airport Layout Plan that shows the property exchange contemplated herein and realignment of Second Street.

D. The City and Developer currently are negotiating an agreement regarding the development of the City Property and adjacent property which adjacent property is referred to by the parties as Phase IB, (Outlet Mall) and Phases II A&B (Power Center). The agreement is referred to herein as the “Developer/City Agreement”.

E. **DEVELOPER** desires to exchange the **DEVELOPER** Property for the **CITY** Property, and **CITY** desires to exchange the **CITY** Property for the **DEVELOPER** Property pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, based upon the foregoing facts, in consideration of the mutual covenants and agreements contained in this Agreement, and for other good and valuable

consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Exchange.** Upon the satisfaction or waiver of all of the conditions precedent to the Close of Escrow set forth in Section 5 below, (a) DEVELOPER shall acquire the CITY Property from CITY and (b) CITY shall acquire the DEVELOPER Property from DEVELOPER (the “**Exchange**”). The DEVELOPER Property and the CITY Property shall be exchanged, AS IS, WHERE IS. The parties have determined, based on appraisals that the CITY Property and DEVELOPER Property generally are of equivalent value and, therefore, no other consideration will be paid under this Agreement but will be addressed under the Developer/City Agreement.

2. **Escrow and Title.**

2.1 **Escrow Holder.** The Exchange shall be consummated through an escrow (the “**Escrow**”) at Stewart Title Insurance Company, located at 760 W. Main St., El Centro, CA 92243, senior escrow officer KazBermuth (the “**Escrow Holder**”).

2.2 **Title Company.** Any title policies issued for the benefit of the CITY with respect to the DEVELOPER Property and to DEVELOPER with respect to the CITY Property, respectively and as applicable, in connection with the Exchange shall be issued by Stewart Title Insurance Company, located at the address set out in Section 2.1 above (the “**Title Company**”).

2.3 **Escrow Instructions.** Escrow shall be opened within three (3) days following the execution of this Agreement by delivery to Escrow and acceptance of this Agreement by Escrow Holder in writing. Escrow Holder shall open an Escrow for the consummation of the Exchange pursuant to the terms of this Agreement and this Agreement shall constitute the joint escrow instructions of the Parties to Escrow Holder. Upon Escrow Holder's receipt of the fully executed Agreement, Escrow Holder is authorized to act in accordance with the terms of this Agreement. Buyer and Seller shall execute Escrow Holder's general escrow instructions upon request; provided, however, that if there is any conflict or inconsistency between such general escrow instructions and this Agreement, this Agreement shall control.

2.4 **Definition of Close of Escrow.** For purposes of this Agreement, the term “**Close of Escrow**” shall mean the time when Escrow Holder shall have recorded the Grant Deeds as set forth in Section 6.4.5 below.

3. **DEVELOPER's Approval of Condition of Title / Due Diligence.**

3.1 **DEVELOPER's Review of Condition of Title.** Prior to the Effective Date, DEVELOPER has received and reviewed that certain Preliminary Title Report Order No. 370450 Update No. 2, dated October 14, 2014 covering the CITY Property and issued by Title Company (the “**CITY Property Preliminary Title Report**”). DEVELOPER will provide the City in writing with any objections to those exceptions listed in Schedule B of the CITY Preliminary Title Report within 30 (thirty) days of the Effective Date. Those exceptions that DEVELOPER has approved on the CITY Property Preliminary Title Report are hereinafter referred to as the “**CITY Property Permitted Exceptions.**” The CITY Property Permitted Exceptions shall exclude any delinquent taxes or any taxes due and payable prior to the Close of Escrow and any and all other monetary liens or encumbrances on the CITY Property.

3.2 **CITY Property Title Insurance Policy.** At the option and request of DEVELOPER, at the Close of Escrow and as a condition thereto, the Title Company shall issue to DEVELOPER a policy of title insurance (the “**CITY Property Title Policy**”) as to the CITY Property, containing the terms and provisions set forth in this Section 3.2. The CITY Property Title Policy shall be an ALTA Standard Coverage Owner’s Policy of Title Insurance issued by the Title Company in an amount determined by the Title Company showing fee simple title to the CITY Property vested in DEVELOPER, subject only to non-delinquent taxes and assessments, the CITY Property Permitted Exceptions, and such other matters as to which DEVELOPER may consent in writing. The premium for the CITY Property Title Policy and any costs in connection with the search and examination of title and/or for the issuance of the CITY Property Preliminary Title Report shall be paid by DEVELOPER. The CITY Property Title Policy shall be issued without reliance on any indemnity of CITY or any third party to induce Title Company to issue the CITY Property Title Policy. If DEVELOPER so elects and the Title Company agrees, the CITY Property Title Policy may include such endorsements as DEVELOPER may reasonably request; provided, however, that all such endorsements shall be issued at DEVELOPER’s sole cost and expense. In addition, if DEVELOPER so elects and the Title Company agrees to issue an ALTA Extended Coverage Owner’s Policy (2006 Form), the CITY Property Title Policy shall be an ALTA Extended Coverage Policy rather than a ALTA Standard Coverage Policy, with all other elements remaining the same; provided however that such ALTA Extended coverage shall be issued at DEVELOPER’s sole cost and expense.

3.3 **DEVELOPER Due Diligence.** DEVELOPER shall have the right but not the requirement to perform due diligence to investigate the suitability of the CITY Property for its intended uses, which may include, but is not limited to, environmental testing, review for conformity with State law and local codes, and review with State and local officials regarding use of the CITY Property (“**Due Diligence**”). The Due Diligence period shall be for forty-five (45) days from the Effective Date (“**Due Diligence Period**”), during which time DEVELOPER shall have the absolute right to terminate the proposed Exchange for any reason, or no reason at all, without constituting a default under this Agreement.

3.4 **Waiver of Due Diligence Period.** DEVELOPER may waive all or a portion of such Due Diligence Period. Such waiver shall be in writing. Any such waiver shall be final. DEVELOPER confirms that such exchange is AS IS WHERE IS.

4. **CITY’s Approval of Condition of Title.**

4.1 **CITY’s Review of Condition of Title.** Prior to the Effective Date, the CITY has received and reviewed that certain Preliminary Title Report Order No. 370444, dated October 14, 2014, covering the DEVELOPER Property (the “**DEVELOPER Property Preliminary Title Report**”), issued by Title Company. CITY will provide DEVELOPER in writing with any objections to those exceptions listed in Schedule B of the DEVELOPER’s Preliminary Title Report within 30 (thirty) days of the Effective Date. Those exceptions that CITY has approved on the DEVELOPER Property Preliminary Title Report are hereinafter referred to as the “**DEVELOPER Property Permitted Exceptions.**” The DEVELOPER Property Permitted Exceptions shall exclude any delinquent taxes or any taxes due and payable prior to the Close of Escrow and any other monetary liens or encumbrances on the DEVELOPER Property.

4.2 **DEVELOPER Property Title Insurance Policy.** At the option and request of the CITY, at the Close of Escrow and as a condition thereto, the Title Company shall issue to

CITY a policy of title insurance (the “**DEVELOPER Property Title Policy**”) as to the DEVELOPER Property, containing the terms and provisions set forth in this Section 4.2. The DEVELOPER Property Title Policy shall be an ALTA Standard Coverage Owner’s Policy of Title Insurance issued by the Title Company an amount determined by the Title Company showing fee simple title to the DEVELOPER Property, vested in CITY, subject only to non-delinquent taxes and assessments, the DEVELOPER Property Permitted Exceptions, and such other matters as to which CITY may consent in writing. The premium for the DEVELOPER Property Title Policy and any costs in connection with the search and examination of title and/or for the issuance of the DEVELOPER Preliminary Title Report shall be paid by the CITY. The DEVELOPER Property Title Policy shall be issued without reliance on any indemnity of DEVELOPER or any third party to induce Title Company to issue the DEVELOPER Property Title Policy, without the prior written consent of CITY. If CITY so elects and the Title Company agrees, the DEVELOPER Property Title Policy may include such endorsements, respectively and as applicable, as CITY may reasonably request; provided, however, that all such endorsements shall be issued at CITY’s sole cost and expense. In addition, if CITY so elects and the Title Company agrees to issue one or more ALTA Extended Coverage Owner’s Policy (2006 Form), the “**DEVELOPER Property Title Policy**” shall be an ALTA Extended Coverage Policy rather than an ALTA Standard Coverage policies, with all other elements remaining the same; provided however that such extended ALTA Extended coverage shall be issued at the CITY's sole cost and expense.

4.3 **CITY Due Diligence.** CITY shall have the right but not the requirement to perform due diligence to investigate the suitability of the DEVELOPER Property for its intended uses, which may include, but is not limited to, environmental testing, review for conformity with State law and local codes, and review with State and local officials regarding use of the DEVELOPER Property (“**Due Diligence**”). The Due Diligence period shall be for forty-five_ (45) days from the Effective Date (“**Due Diligence Period**”), during which time the CITY shall have the absolute right to terminate the proposed Exchange for any reason, or no reason at all, without constituting a default under this Agreement. Unless waived by CITY in writing, DEVELOPER shall, at DEVELOPER’s expense, furnish to CITY a Phase 1 Environmental Site Assessment with respect to the DEVELOPER Property within five (5) days of the Effective Date.

4.4 **Waiver of Due Diligence Period.** CITY may waive all or a portion of such Due Diligence Period. Such waiver shall be in writing. Any such waiver shall be final. CITY confirms that such exchange is AS IS, WHERE IS.

5. **Conditions Precedent to Close of Escrow.**

5.1 **DEVELOPER’s Conditions.** Each of the following shall constitute a condition precedent to the obligations of DEVELOPER to close the Escrow and may be waived only by a written waiver executed by DEVELOPER and delivered to CITY and to Escrow Holder:

5.1.1 **Documents.** The applicable documents described in Section 6.3.2 below shall have been deposited in Escrow by CITY.

5.1.2 **Title Policy.** The Title Company shall be irrevocably committed to issue the CITY Property Title Policy upon the Close of Escrow.

5.1.3 Acceptance of Property. DEVELOPER shall be satisfied, after reviewing Title and otherwise conducting Due Diligence as provided in Section 3.3, that the CITY Property is suitable for its intended uses and acceptable to DEVELOPER.

5.1.4 No Material Change. As of the Close of Escrow, there shall be no material change in the CITY Property that would materially impair DEVELOPER's use or development of the CITY Property.

5.1.5 Representations and Warranties. All of CITY's representations and warranties as set forth herein shall be true as of the Close of Escrow.

5.1.6 No Default. CITY shall not be in material default hereunder. If DEVELOPER does not give Escrow Holder written notice of CITY's default, for purposes of this Section 5.1.6 only, CITY shall be deemed not to be in default hereunder, and Escrow Holder shall proceed with the Close of Escrow as though CITY were not in default. DEVELOPER's failure to give such notice to Escrow Holder shall not excuse performance by CITY of any obligation hereunder.

5.1.7 FAA Approval. CITY shall have obtained approval by the FAA for the Airport Layout Plan that Airport Layout Plan shall be acceptable to Developer, in the sole and absolute discretion of the Developer.

5.2 CITY's Conditions. Each of the following shall constitute a condition precedent to the obligations of CITY to close the Escrow and may be waived only by a written waiver executed by CITY and delivered to DEVELOPER and to Escrow Holder:

5.2.1 Documents. The applicable documents described in Section 6.3.1 below shall have been deposited in Escrow by DEVELOPER.

5.2.2 Title Policy. The Title Company shall be irrevocably committed to issue the DEVELOPER Property Title Policy upon the Close of Escrow.

5.2.3 Acceptance of Property. The CITY shall be satisfied, after reviewing Title and otherwise conducting Due Diligence as provided in Section 4.3, that the DEVELOPER Property is suitable for its intended uses and acceptable to the CITY.

5.2.4 No Material Change. As of the Close of Escrow, there shall be no material change in the DEVELOPER Property that would materially impair CITY's use or development of the DEVELOPER Property.

5.2.5 Representations and Warranties. All of DEVELOPER's representations and warranties as set forth herein shall be true as of the Close of Escrow.

5.2.6 No Default. DEVELOPER shall not be in material default hereunder. If CITY does not give Escrow Holder written notice of DEVELOPER's default, for purposes of this Section 5.2.6 only, DEVELOPER shall be deemed not to be in default hereunder, and Escrow Holder shall proceed with the Close of Escrow as though DEVELOPER were not in default. CITY's failure to give such notice to Escrow Holder shall not excuse performance by DEVELOPER of any obligation hereunder.

5.2.7 FAA Approval. CITY shall have obtained approval by the FAA of the Airport Layout Plan that Airport Layout Plan shall be acceptable to the CITY, in the sole and absolute discretion of the CITY.

5.2.8 Developer/City Agreement. The Developer and City have entered into the Developer/City Agreement.

6. **Close or Cancellation of Escrow.**

6.1 **Closing Date.**

6.1.1 Provided that this Agreement is not earlier terminated pursuant to the terms and provisions hereof and provided that all of the conditions precedent to the Close of Escrow have been satisfied or waived, the Parties agree that the Escrow shall close and Escrow Holder is instructed to close the Escrow on or before July 31, 2015 (the “**Closing Date**”), unless extended as described in Section 6.1.2; provided however, that in no event shall the Closing Date be later than December 31, 2015 (“**Outside Closing Date**”). Escrow Holder by closing the Escrow shall be deemed to have irrevocably committed to cause the Title Company to issue any requested DEVELOPER Property Title Policy and CITY Property Title Policy.

6.1.2 In the event that either Party believes it is necessary to extend the Closing Date in order to conduct additional Due Diligence as described in Section 2 or Section 3, above, as applicable, that Party shall have the right to unilaterally extend the Closing Date by ten (10) days by providing written notice to the other Party before the Closing Date. Each Party shall only be entitled to one unilateral extension. The Parties may subsequently extend the Closing Date only by written agreement of both Parties, except that in no event shall the Closing Date be later than the Outside Closing Date without the written agreement of both Parties.

6.1.3 In the event that the Close of Escrow fails to occur by the Outside Closing Date, as that may be extended by the written agreement of both Parties, and neither Party is in default of its obligations hereunder, then the Party for whose benefit the non-satisfied condition exists may cancel the Escrow by written notice to the other Party and to Escrow Holder. In the event that, due to an “**Event of Default**” by a “**Defaulting Party**” (as the quoted terms are defined in Section 9.1 below), the Close of Escrow fails to occur by the Outside Closing Date, then without waiving any rights or remedies which the non-Defaulting Party may have against the Defaulting Party under Section 9 of this Agreement, the non-Defaulting Party may cancel the Escrow upon written notice to the Defaulting Party and to Escrow Holder. In the event that the non-Defaulting Party elects not to terminate this Agreement, then the non-Defaulting Party may pursue the remedies for such Event of Default as provided in Section 9 below.

6.2 **Escrow Cancellation.**

6.2.1 If, for any reason, the Escrow is cancelled pursuant to Section 6.1.3 above, Escrow Holder shall return to the Parties delivering all instruments that are then held by Escrow Holder in connection with the Escrow.

6.2.2 If the Escrow is cancelled pursuant to Section 6.1.3 above and neither Party is in default of its obligations hereunder, this Agreement shall be deemed to be terminated (with the exception of those provisions which expressly state that they are to survive such

termination), and DEVELOPER and CITY shall each bear one-half (1/2) of the title and Escrow fee and cancellation charges, if any. In such event, neither Party shall be obligated to the other to close the Escrow hereunder.

6.2.3 If the Escrow is cancelled pursuant to Section 6.1.3 above and DEVELOPER is the Defaulting Party, DEVELOPER shall pay the Escrow fee and cancellation charges.

6.2.4 If the Escrow is cancelled pursuant to Section 6.1.3 above and CITY is the Defaulting Party, CITY shall pay the Escrow fee and cancellation charges.

6.3 **Items to be Delivered into Escrow.**

6.3.1 DEVELOPER. On or before one (1) business day prior to the Closing Date, DEVELOPER shall execute and deposit in Escrow the following:

(a) Immediately available funds in the amount of DEVELOPER's share of costs and prorations described in Sections 7.1 and 7.2 below;

(b) A fully executed conveying fee simple title to the DEVELOPER Property to the CITY (the "**DEVELOPER Grant Deed**"), in the form of Exhibit "C" attached hereto, in recordable form;

(c) A nonforeign transferor declaration (the "**Nonforeign Transferor Declaration**") in the form of Exhibit "E" attached hereto;

(d) A California state tax withholding certificate in accordance with the requirements of California Revenue and Taxation Code Sections 18805(d) and 26131 (California Form 593-W for Non-Individual Sellers and California Form 593-C for Individual Sellers), executed by DEVELOPER (the "**California Tax Certificate**"); and

(e) Such other documents as may be reasonably required by Title Company or Escrow Holder in order to issue one or more of the DEVELOPER Property Title Policy, if requested by the CITY, or otherwise required to transfer the DEVELOPER Property to CITY in accordance with the terms of this Agreement.

6.3.2 CITY. On or before one (1) business day prior to the Closing Date, CITY shall execute and deposit into Escrow the following:

(a) Immediately available funds in the amount of CITY's share of costs and prorations described in Sections 7.1 and 7.3 below;

(b) A fully executed grant deed conveying fee simple title to the CITY Property to DEVELOPER (the "**CITY Grant Deed**"), in the form of Exhibit "D" attached hereto, in recordable form;

(c) A nonforeign transferor declaration (the "**Nonforeign Transferor Declaration**") in the form of Exhibit "E" attached hereto;

(d) A California state tax withholding certificate in accordance with the requirements of California Revenue and Taxation Code Sections 18805(d) and 26131 (California Form 593-W for Non-Individual Sellers and California Form 593-C for Individual Sellers), executed by CITY (the “**California Tax Certificate**”); and

(e) Such other documents as may be reasonably required by Title Company or Escrow Holder in order to issue the CITY Property Title Policy, if requested, or otherwise required to transfer the CITY Property to DEVELOPER in accordance with the terms of this Agreement.

6.4 **Escrow Holder’s Instructions.** At such time as the conditions precedent to the Close of Escrow have been satisfied or waived, Escrow Holder shall:

6.4.1 Collate the counterparts of the Exchange Agreement into two fully executed counterparts;

6.4.2 Date, as of the Close of Escrow, all instruments calling for a date;

6.4.3 Record the DEVELOPER Grant Deed and the CITY Grant Deed in the Official Records of Imperial County, California (“**Official Records**”);

6.4.4 Give CITY and DEVELOPER telephonic and email notice that the Close of Escrow has occurred; and

6.4.5 Deliver to CITY the DEVELOPER Property Title Policy, and to DEVELOPER the CITY Property Title Policy, if so requested.

6.5 **Post-Closing Matters.** After the Close of Escrow, Escrow Holder shall deliver the following:

6.5.1 To CITY: A copy, as recorded, of the DEVELOPER Grant Deed for the DEVELOPER Property, the original Nonforeign Transferor Declaration executed by DEVELOPER, the original California Tax Certificate executed by DEVELOPER, and plain copies of the Nonforeign Transferor Declaration and the California Tax Certificate executed by CITY.

6.5.2 To DEVELOPER: A copy, as recorded, of the Grant Deed for the CITY Property, the original Nonforeign Transferor Declaration executed by CITY, the original California Tax Certificate executed by CITY, and plain copies of the Nonforeign Transferor Declaration and the California Tax Certificate executed by DEVELOPER.

6.6 **IRS Form 1099-S.** For purposes of complying with Section 6045 of the Code, as amended by Section 1521 of the Code, Escrow Holder shall be deemed the “person responsible for closing the transaction,” and shall be responsible for obtaining the information necessary to file and shall file within the time specified with the Internal Revenue Service Form 1099-S, “**Statement for Recipients of Proceeds from Real Estate, Broker and Barter Exchange Transactions.**”

7. **Costs and Prorations.**

7.1 **Prorations.** Escrow Holder shall prorate all non-delinquent real property taxes and assessments as to the CITY Property between CITY and DEVELOPER as of the Close of Escrow based upon a 365-day year and based upon the latest available tax bill. Escrow Holder shall prorate all non-delinquent real property taxes and assessments as to the DEVELOPER Property, between DEVELOPER and CITY as of the Close of Escrow based upon a 365-day year and based upon the latest available tax bill for such property. The Parties agree that if such prorations are inaccurate because the latest available tax bill does not represent the taxes actually assessed, then the Parties will, as soon as tax bills actually covering the period during which the Close of Escrow takes place are available, make such further adjustments outside of the Escrow as may be appropriate so that each Party shall have borne all taxes allocable to the period during which it was the owner of its respective property.

7.2 **Costs to be Paid by DEVELOPER.** DEVELOPER shall pay the following costs:

7.2.1 The premium for the CITY Property Title Policy, if such policy is requested by DEVELOPER;

7.2.2 Documentary transfer taxes, if any, due with respect to the transfer of the DEVELOPER Property;

7.2.3 One-half (1/2) of the Escrow fee.

7.3 **Costs to be Paid by CITY.** CITY shall pay the following costs:

7.3.1 The premium for the DEVELOPER Property Title Policy, and to the extent applicable if one or more of such policies are requested by CITY;

7.3.2 Documentary transfer taxes, if any, due with respect to the transfer of the CITY Property;

7.3.3 One-half (1/2) of the Escrow fee.

8. **Representations and Warranties; Covenants.**

8.1 **DEVELOPER's Representations and Warranties.** As a material inducement to CITY to enter into this Agreement, DEVELOPER makes the following covenants, representations and warranties to CITY set forth in this Section 8.1 as of the date hereof and as of the Close of Escrow.

8.1.1 **Property Owner.** DEVELOPER is the owner of the DEVELOPER Property and has the right, power and authority to transfer the same to CITY pursuant to this Agreement.

8.1.2 **DEVELOPER's Authority to Execute Agreement.** DEVELOPER Bordertown Investments, LP, is duly organized and existing under the laws of the state of Delaware and is duly registered and qualified to transact intrastate business in the State of California. Neither, the execution and delivery of this Agreement nor the performance or consummation of the

transactions contemplated by this Agreement will result in any breach of or constitute a default under or conflict with any agreement, covenant, law, regulation, ordinance or obligation binding upon DEVELOPER. No approvals, authorizations or consents of any public body or of any person are necessary in connection herewith. All individuals executing this Agreement and all other documents, instruments or agreements required hereunder, on behalf of DEVELOPER, have been properly authorized to do so.

8.1.3 Compliance with Law. DEVELOPER has no knowledge and has received no notice (i) that the DEVELOPER Property is in violation of any applicable statutes, ordinances, and regulations, including those relating to environmental and health and safety requirements including those governing the storage, discharge, use and cleaning of toxic or hazardous substances and materials; (ii) of any presently pending or threatened action or proceeding under any environmental or health and safety statutes, ordinances, or regulations; or (iii) of the existence of any present or pending order or directive of any CITY, county, state, or federal authority, or any agency thereof, requiring that any work or repair, maintenance, improvement, or pollution or contamination abatement be performed on the DEVELOPER Property.

8.1.4 No Litigation. There are no actions, suits, or proceedings of any kind or nature whatsoever, legal or equitable, pending or, to the best of DEVELOPER's knowledge, threatened against DEVELOPER or the DEVELOPER Property or relating to or arising out of the ownership, management, condition, or operation of the DEVELOPER Property, in any court or before or by any federal, state, county or municipal department, commission, board, bureau, agency, or other governmental instrumentality.

8.1.5 No Mechanic's Liens. No work has been done upon, or materials delivered to, the DEVELOPER Property by or at the request of DEVELOPER, or with DEVELOPER's knowledge, which is not fully paid for, nor, to the best of DEVELOPER's knowledge, does any person, firm or corporation now have, nor, to the best of DEVELOPER's knowledge, will it have upon the giving of any notice or passage of time or otherwise, any mechanic's or materialman's lien rights with respect to the DEVELOPER Property or any part or parcel thereof.

8.1.6 No Adverse Agreements. There are no adverse possessors, tenancies or occupancy agreements affecting possession of the DEVELOPER Property, or any portion thereof, except as disclosed in this Agreement, nor has any option to purchase the DEVELOPER Property, or any portion thereof, been granted by DEVELOPER to any party. No party (other than the CITY pursuant to this Agreement) has the right to acquire the DEVELOPER Property.

8.1.7 No Bankruptcy Proceedings. DEVELOPER is not the subject of a bankruptcy, insolvency or similar proceeding.

8.1.8 Environmental Status. In accordance with California Health and Safety Code Section 25359.7, DEVELOPER warrants and represents to CITY that it is not aware that any release of Hazardous Materials has come to be located upon or under the DEVELOPER Property. Neither DEVELOPER nor, to the actual knowledge of DEVELOPER, without duty of inquiry, any third parties during the period of time the DEVELOPER Property has been owned by DEVELOPER have generated, handled, manufactured, stored, used, transported or discharged any Hazardous Materials on, in or under the DEVELOPER Property, the groundwater or any adjacent property. DEVELOPER is not aware of any underground storage tanks located on or under the

DEVELOPER Property. As used herein, the term "Hazardous Materials" shall mean any toxic or hazardous substance, material or waste or any pollutant or contaminant or infectious or radioactive material, including but not limited to those substances, materials or wastes regulated now or in the future under any of the following statutes or regulations promulgated thereto: (1) any "hazardous substance" within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA") 42 U.S.C. §9601, *et seq.* or the California Hazardous Substance Account Act, Cal. Health and Safety Code §25300 *et seq.* or the Porter-Cologne Water Quality Act, Cal. Water Code §13000 *et seq.* or the Hazardous Materials Transportation Act, 49 U.S.C. §1801, *et seq.*; (2) any "hazardous waste" within the meaning of the Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.*; or (3) any other substance, chemical, waste, toxicant, pollutant or contaminant regulated by any federal, state or local law, statute, rule, regulation or ordinance for the protection of health or the environment, including, without limitation, any petroleum products or fractions thereof.

8.1.9 AS-IS. DEVELOPER acknowledges that, as of the Closing DEVELOPER will have inspected the CITY Property and made its own independent investigation of the CITY Property. DEVELOPER further acknowledges that it is acquiring the CITY Property "AS-IS," in reliance solely on its own inspection of the CITY Property and on CITY's representations and warranties as set forth herein.

8.2 CITY's Representations and Warranties. As a material inducement to DEVELOPER to enter into this Agreement, CITY makes the following covenants, representations and warranties to DEVELOPER set forth in this Section 8.2 as of the date hereof and as of the Close of Escrow.

8.2.1 Property Owner. CITY is the owner of the CITY Property to transfer the same to DEVELOPER pursuant to this Agreement.

8.2.2 CITY's Authority to Execute Agreement. CITY is a duly organized, validly existing public agency organized and existing under the laws of the State of California. Neither, the execution and delivery of this Agreement nor the performance or consummation of the transactions contemplated by this Agreement will result in any breach of or constitute a default under or conflict with any agreement, covenant, law, regulation, ordinance or obligation binding upon CITY. No approvals, authorizations or consents of any public body or of any person are necessary in connection herewith. All individuals executing this Agreement and all other documents, instruments or agreements required hereunder, on behalf of CITY, have been properly authorized to do so.

8.2.3 Compliance with Law. CITY has no knowledge and has received no notice (i) that the CITY Property is in violation of any applicable statutes, ordinances, and regulations, including those relating to environmental and health and safety requirements including those governing the storage, discharge, use and cleaning of toxic or hazardous substances and materials; (ii) of any presently pending or threatened action or proceeding under any environmental or health and safety statutes, ordinances, or regulations; or (iii) of the existence of any present or pending order or directive of any CITY, county, state, or federal authority, or any agency thereof, requiring that any work or repair, maintenance, improvement, or pollution or contamination abatement be performed on the CITY Property.

8.2.4 No Litigation. There are no actions, suits, or proceedings of any kind or nature whatsoever, legal or equitable, pending or, to the best of CITY's knowledge, threatened

against CITY or the CITY Property or relating to or arising out of the ownership, management, condition, or operation of the CITY Property, in any court or before or by any federal, state, county or municipal department, commission, board, bureau, agency, or other governmental instrumentality.

8.2.5 No Mechanic's Liens. No work has been done upon, or materials delivered to, the CITY Property by or at the request of CITY, or with CITY's knowledge, which is not fully paid for, nor, to the best of CITY's knowledge, does any person, firm or corporation now have, nor, to the best of CITY's knowledge, will it have upon the giving of any notice or passage of time or otherwise, any mechanic's or materialman's lien rights with respect to the CITY Property or any part or parcel thereof.

8.2.6 No Adverse Agreements. There are no adverse possessors, tenancies or occupancy agreements affecting possession of the CITY Property, or any portion thereof, except as disclosed in this Agreement, nor has any option to purchase the CITY Property, or any portion thereof, been granted by CITY to any party. No party (other than DEVELOPER pursuant to this Agreement) has the right to acquire the CITY Property.

8.2.7 No Bankruptcy Proceedings. CITY is not the subject of a bankruptcy, insolvency or similar proceeding.

8.2.8 Environmental Status. In accordance with California Health and Safety Code Section 25359.7, CITY warrants and represents to DEVELOPER that it is not aware that any release of Hazardous Materials has come to be located upon or under the CITY Property. Neither CITY nor, to the actual knowledge of CITY, without duty of inquiry, any third parties during the period of time the CITY Property has been owned by CITY have generated, handled, manufactured, stored, used, transported or discharged any Hazardous Materials on, in or under the CITY Property, the groundwater or any adjacent property. CITY is not aware of any underground storage tanks located on or under the CITY Property. As used herein, the term "Hazardous Materials" shall mean any toxic or hazardous substance, material or waste or any pollutant or contaminant or infectious or radioactive material, including but not limited to those substances, materials or wastes regulated now or in the future under any of the following statutes or regulations promulgated thereto: (1) any "hazardous substance" within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA") 42 U.S.C. §9601, *et seq.* or the California Hazardous Substance Account Act, Cal. Health and Safety Code §25300 *et seq.* or the Porter-Cologne Water Quality Act, Cal. Water Code §13000 *et seq.* or the Hazardous Materials Transportation Act, 49 U.S.C. §1801, *et seq.*; (2) any "hazardous waste" within the meaning of the Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.*; or (3) any other substance, chemical, waste, toxicant, pollutant or contaminate regulated by any federal, state or local law, statute, rule, regulation or ordinance for the protection of health or the environment, including, without limitation, any petroleum products or fractions thereof.

8.2.9 AS-IS. CITY acknowledges that, as of the Closing, CITY will have inspected the DEVELOPER Property and made its own independent investigation of the DEVELOPER Property. CITY further acknowledges that it is acquiring the DEVELOPER Property "AS-IS," in reliance solely on its own inspection of the DEVELOPER Property and on DEVELOPER's representations and warranties as set forth herein.

8.3 **DEVELOPER 's Covenants.**

8.3.1 **Operation of DEVELOPER Property.** DEVELOPER shall not hypothecate, transfer, encumber or affirmatively take any other action with respect to the DEVELOPER Property that would render DEVELOPER unable to convey the DEVELOPER Property to CITY at the Close of Escrow.

8.4 **CITY's Covenants.**

8.4.1 **Operation of CITY Property.** CITY shall not hypothecate, transfer, encumber or affirmatively take any other action with respect to the CITY Property that would render CITY unable to convey the CITY Property to DEVELOPER at the Close of Escrow.

9. **Default.**

9.1 **Events of Default.** The failure of a Party (the "Defaulting Party") to perform any material act to be performed by such Party, to refrain from performing any material prohibited act, or to fulfill any condition to be fulfilled by such Party under this Agreement, or under any agreement referred to herein or attached hereto as an exhibit, within ten (10) days after written notice of such failure from the Non-Defaulting Party shall be an "Event of Default" by the Defaulting Party with respect to the Defaulting Party's obligations hereunder; provided, however, that if more than ten (10) days are reasonably required in order to cure such Event of Default, then the Defaulting Party shall be entitled to a maximum of thirty (30) days to effect such cure, provided the Defaulting Party commences cure within such ten (10) day period and diligently proceeds to complete such cure within such thirty (30) day period.

9.2 **Remedies.** Upon the occurrence of any Event of Default by a Defaulting Party, the non-Defaulting Party shall have such rights or remedies available to it under this Agreement or at law or in equity.

10. **Casualty Loss; Condemnation.**

10.1 **Notice Re Condemnation or Casualty; Election.** In the event that, prior to the Close of Escrow, all or any portion of the DEVELOPER Property or CITY Property is taken or proposed to be taken as a result of the exercise or proposed exercise of the power of eminent domain (a "Condemnation Action"), or all or any portion of the DEVELOPER Property or CITY Property is damaged by earthquake, flood or fire (a "Casualty"), then the Party that is the current property owner shall, within ten (10) days thereafter, give written notice of such Condemnation Action or Casualty to the other Party ("Noticed Party"). Such Noticed Party shall have thirty (30) days following receipt of such notice to elect in writing to accept or not to accept the DEVELOPER Property or CITY Property, as the case may be, subject to such Casualty or Condemnation Action. Failure of a Noticed Party to notify the other Party of its election within such thirty (30) day period shall be deemed an election not to accept the DEVELOPER Property or CITY Property, as the case may be, subject to such Casualty or Condemnation Action.

10.2 **Termination of Agreement.** In the event that a Noticed Party elects not to accept the DEVELOPER Property or CITY Property, as the case may be, subject to such Casualty or Condemnation Action as provided in Section 10.1 above, Noticed Party shall cancel the Escrow by written notice to Escrow Holder and the Party that is the current property owner and this Agreement

shall be deemed to be terminated (with the exception of those provisions which expressly state that they are to survive such termination), and DEVELOPER and CITY shall each bear one-half (1/2) of the Escrow fee and cancellation charges. In such event, neither Party shall be obligated to the other to close the Escrow hereunder.

10.3 **Proceeds of Condemnation or Casualty Insurance.**In the event that a Noticed Party, in that party's sole and absolute discretion, elects to accept the DEVELOPER Property or CITY Property, as the case may be, subject to a Casualty or Condemnation Action pursuant to Section 10.1 above, then the Party owning the property shall assign to the Noticed Party all rights, causes of action, claims, benefits, payments and awards arising from such Condemnation Action or Casualty (including, without limitation, any amount due from or paid by any insurance company or any other party as a result of the damage).

11. **Possession.**Possession of the DEVELOPER Property shall be delivered to CITY upon the Close of Escrow, subject only to the DEVELOPER Property Permitted Exceptions. Possession of the CITY Property shall be delivered to DEVELOPER upon the Close of Escrow, subject only to the CITY Property Permitted Exceptions.

12. **Brokerage Commissions.**Each Party warrants and represents to the other that no broker, finder or other intermediary hired or employed by it is entitled to a commission, finder's fee or other compensation based upon the transaction contemplated hereby and each Party shall defend, indemnify, and hold harmless the other Party from and against any and all claims, liabilities, losses, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and litigation expenses) caused by or arising out of the claim of any broker, finder or other intermediary alleging to have been employed or hired by such Party to a commission, finder's fee or other compensation based upon the transaction contemplated hereby. The obligations of DEVELOPER and CITY pursuant to this Section 12 shall survive beyond the Close of Escrow or if the Escrow is cancelled, beyond any termination of this Agreement.

13. **Miscellaneous.**

13.1 **Notices.**All notices or other communications between DEVELOPER and CITY required or permitted hereunder shall be in writing and personally delivered or sent by certified mail, return receipt requested and postage prepaid, sent by reputable overnight courier (such as Federal Express, UPS or DHL), or transmitted by electronic facsimile transmission (with electronic confirmation of receipt), to the following addresses:

If to DEVELOPER : Bordertown Investments, LP, a Delaware limited partnership
9034 W. Sunset
West Hollywood, CA 90068
Telephone: (310) 247-0900
Attention: Mark Gabay

If to CITY: City of Calexico
608 Heber Avenue
Calexico, California 92231
Telephone: (760) 768-2110
Attention: CITY Manager

with a copy to: Stradling Yocca Carlson & Rauth
660 Newport Center Drive, Suite 1600
Newport Beach, California 92660
Telephone: 949-725-4140
Attention: Thomas P. Clark, Jr.

A notice shall be effective on the date of personal delivery if personally delivered before 5:00 p.m. or otherwise on the day following personal delivery, or when received, if transmitted by electronic facsimile transmission (with electronic confirmation of receipt), or two (2) business days following the date the notice is postmarked, if mailed, or on the day following delivery to the applicable overnight courier, if sent by overnight courier. Either Party may change the address to which notices are to be given to it by giving notice of such change of address in the manner set forth above for giving notice.

13.2 **Time of the Essence.** Time is of the essence for this Agreement and each and every term and provision hereof.

13.3 **Interpretation; Governing Law.** This Agreement shall be construed as if prepared by both Parties. This Agreement shall be construed, interpreted and governed by the laws of the State of California and the laws of the United States of America prevailing in California.

13.4 **Severability.** In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void, or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void, or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the full extent permissible by law.

13.5 **Performance of Acts on Business Days.** Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days. In the event that the final date for payment of any amount or performance of any act hereunder falls on a Saturday, Sunday or holiday, such payment may be made or act performed on the next succeeding business day.

13.6 **Attorneys' Fees.** In the event of any legal action or other proceeding between the Parties regarding this Agreement, any of the documents attached hereto as exhibits, the DEVELOPER Property or the CITY Property (an "Action"), the prevailing Party shall be entitled to the payment by the losing Party of its reasonable attorneys' fees, court costs and litigation expenses, as determined by the court.

13.7 **Post-Judgment Attorneys' Fees.** The prevailing Party in any Action shall be entitled, in addition to and separately from the amounts recoverable under Section 13.6 above, to the payment by the losing Party of the prevailing Party's reasonable attorneys' fees, court costs and litigation expenses incurred in connection with (a) any appellate review of the judgment rendered in such Action or of any other ruling in such Action, and (b) any proceeding to enforce a judgment in such Action. It is the intent of the Parties that the provisions of this Section 13.7 be distinct and severable from the other rights of the parties under this Agreement, shall survive the entry of judgment in any Action and shall not be merged into such judgment.

13.8 **Further Assurances; Survival.** Each Party will, whenever and as often as it shall be requested to do so by the other Party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all such further conveyances, assignments, approvals, consents and any and all other documents and do any and all other acts as may be necessary to carry out the intent and purpose of this Agreement.

13.9 **Entire Agreement; Amendments.** This Agreement, together with the other written agreements referred to herein, is intended by the Parties to be the final expression of their agreement with respect to the subject matter hereof, and is intended as the complete and exclusive statement of the terms of the agreement between the Parties. As such, this Agreement supersedes any prior understandings between the Parties, whether oral or written. Any amendments to this Agreement shall be in writing and shall be signed by all Parties hereto.

13.10 **No Waiver.** A waiver by either Party hereto of a breach of any of the covenants or agreements hereof to be performed by the other Party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

13.11 **Assignment.** Neither Party hereto shall assign its rights under this Agreement without the prior written consent of the other Party, which consent may be given or withheld in such Party's sole discretion.

13.12 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, representatives, successors and permitted assigns.

13.13 **Headings; Cross-References; Exhibits.** The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All cross-references in this Agreement, unless specifically directed to another agreement or document, shall refer to provisions in this Agreement and shall not be deemed to be references to any other agreements or documents. Each of the exhibits attached to this Agreement is hereby incorporated into this Agreement by this reference.

13.14 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

13.15 **Effective Date.** This Agreement shall become effective on the date (the "Effective Date") this Agreement is executed by the last of the persons required to bind the parties hereto as set forth opposite their respective signatures below.

13.16 **Special Condition.** Notwithstanding any other term or provision to the contrary set forth in this Agreement, in no event shall this Agreement be interpreted to require a transfer of real property by either party unless the DEVELOPER Property (described in Exhibit "A" attached hereto) and the CITY Property (described in Exhibit "B" attached hereto) are deemed suitable for transfer by both Parties, and are actually transferred to the other Party under the terms of this Agreement at the Close of Escrow.

13.17 **Incorporation of Recitals.** The Recitals are hereby incorporated into this Agreement as if fully and completely rewritten.

[Signatures Included on Following Page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date set forth opposite their respective signatures below.

Dated: _____

DEVELOPER

BORDERTOWN INVESTMENTS, LP,
a Delaware Limited Partnership

By: Peninsula, Inc., its General Partner

By: _____

Name:

Title:

Dated: 5-11-2015

CITY:

CITY OF CALEXICO
a California municipal corporation

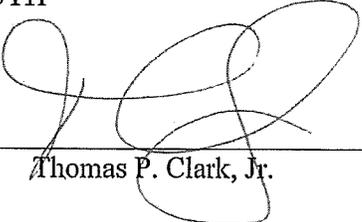
By:  _____

Name: RICHARD J. WARNER

Title: CITY MANAGER

APPROVED AS TO FORM:

**STRADLING YOCCA CARLSON &
RAUTH**

By:  _____

Thomas P. Clark, Jr.

ACCEPTANCE BY ESCROW HOLDER

Escrow Holder hereby acknowledges receipt of this fully executed Agreement on the _____ day of _____, 2015, and accepts the escrow instructions set forth herein.

ESCROW HOLDER:

By: _____

Name: _____

Title: _____

EXHIBIT "A"

Legal Description of DEVELOPER Property

EXHIBIT "B"

Legal Description of CITY Property

EXHIBIT "C"

DEVELOPER Grant Deed

EXHIBIT "D"
CITY Grant Deed

EXHIBIT "E"

Nonforeign Transferor Declaration

TRANSFEROR'S CERTIFICATION OF NON-FOREIGN STATUS

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the Property and not the disregarded entity. To inform _____
_____ ("Transferee"), the transferee of that certain real property described in Schedule "1" attached hereto and incorporated herein by this reference, that withholding of tax is not required upon the disposition of the above-referenced real property by _____, a public agency ("Transferor"), the undersigned hereby certifies the following on behalf of the Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, foreign estate or foreign person (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder); and
2. Transferor's taxpayer identification number is: _____; and
3. Transferor's address is: _____.

The Transferor understands that this Certification may be disclosed to the Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

The Transferor understands that the Transferee is relying on this Certification in determining whether withholding is required upon said transfer.

Under penalty of perjury I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of the Transferor.

Dated: _____, 20__

“TRANSFEROR”

By: _____

Name: _____

Title: _____