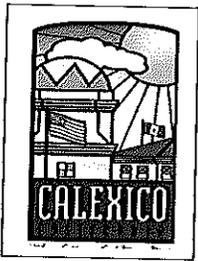


**AGENDA  
ITEM**

**5**



# AGENDA STAFF REPORT

**DATE:** February 15, 2017

**TO:** Mayor and City Council

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

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

**SUBJECT:** Warrants from January 23rd to February 3rd, 2017  
And City Salaries & Benefits from January 21st to February 3rd 2017

=====

**Recommendation:**

Approve the Affidavit of Warrants from January 23rd to February 3rd 2017 and City Salaries & Benefits from January 21st to February 3rd 2017.

**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 \$1,039,890.42 Included on this amount:  
\$507,868.49 for warrants from 01/23/17 – 02/03/17  
\$532,021.93 City Salaries and Benefits from 01/21/17 – 02/03/17

**Coordinated With:**

All Departments.

**Attachment:**

1. Affidavit of Warrants for 01/23/17 to 02/03/17
2. City Salaries & Benefits from 01/21/17 to 02/03/17





# 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 January 23rd 2017 to February 3rd 2017, and City Salaries & Benefits are from January 21st 2017 to February 3rd, 2017 totaling in the amount of \$1,039,890.42 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: \_\_\_\_\_

2/0/17

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

Eduardo Gutierrez  
Acting Finance Director



ACCOUNTS PAYABLE FROM 1/23/17 - 2/3/2017

NAME	ACCOUNT	AMOUNT	CHECK	CHECK	DESCRIPTION	VENDO
AGUILAR SAUL	111-20-210-55030-00	\$ 695.00	2/3/2017	12838 PD CAR WASH SERVICE	12/28/16-1/10/17	10034
	TOTAL \$	695.00				
ALLIED WASTE SERVICES INC 467	111-00-000-41511-00	\$ (17,619.29)	2/3/2017	12839 SOLID WASTE COLLECTION FEES FOR THE MONTH OF		10043
ALLIED WASTE SERVICES INC 467	111-00-000-41511-00	\$ (1,676.59)	2/3/2017	12839 SOLID WASTE COLLECTION FEES FOR THE MONTH OF		10043
ALLIED WASTE SERVICES INC 467	111-00-000-41511-00	\$ (13,886.99)	2/3/2017	12839 SOLID WASTE COLLECTION FEES FOR THE MONTH OF		10043
ALLIED WASTE SERVICES INC 467	281-40-000-44120-01	\$ (279.43)	2/3/2017	12839 SOLID WASTE COLLECTION FEES FOR THE MONTH OF		10043
ALLIED WASTE SERVICES INC 467	281-40-000-44120-01	\$ (2,936.55)	2/3/2017	12839 SOLID WASTE COLLECTION FEES FOR THE MONTH OF		10043
ALLIED WASTE SERVICES INC 467	281-40-000-44120-01	\$ (2,314.50)	2/3/2017	12839 SOLID WASTE COLLECTION FEES FOR THE MONTH OF		10043
ALLIED WASTE SERVICES INC 467	281-40-410-55035-00	\$ 146,827.43	2/3/2017	12839 SOLID WASTE COLLECTION FEES FOR THE MONTH OF		10043
	TOTAL \$	108,114.08				
ALSCO	111-10-180-53001-00	\$ 60.20	1/23/2017	12782 MATERIAL AND SUPPLIES		10046
ALSCO	111-10-180-53001-00	\$ 60.20	1/23/2017	12782 MATERIAL AND SUPPLIES		10046
ALSCO	111-20-250-53001-00	\$ (11.20)	1/23/2017	12782 MATERIAL AND SUPPLIES		10046
ALSCO	111-20-250-53001-00	\$ 32.32	1/23/2017	12782 MATERIAL AND SUPPLIES		10046
ALSCO	111-20-250-53001-00	\$ 41.00	1/23/2017	12782 MATERIAL AND SUPPLIES		10046
ALSCO	111-20-250-53001-00	\$ 59.12	1/23/2017	12782 MATERIAL AND SUPPLIES		10046
ALSCO	111-20-250-53001-00	\$ 59.24	1/23/2017	12782 MATERIAL AND SUPPLIES		10046
ALSCO	111-20-250-53001-00	\$ 32.60	1/23/2017	12782 MATERIAL AND SUPPLIES		10046
ALSCO	111-40-416-53001-00	\$ 10.40	1/23/2017	12782 MATERIAL AND SUPPLIES		10046
ALSCO	111-40-416-53001-00	\$ 10.40	1/23/2017	12782 MATERIAL AND SUPPLIES		10046
ALSCO	111-40-416-53001-00	\$ 10.40	1/23/2017	12782 MATERIAL AND SUPPLIES		10046
ALSCO	111-40-416-53001-00	\$ 10.40	1/23/2017	12782 MATERIAL AND SUPPLIES		10046
ALSCO	111-40-416-53001-00	\$ 4.02	1/23/2017	12782 UNIFORM AND CLEANING		10046
ALSCO	111-40-416-53001-00	\$ 4.02	1/23/2017	12782 UNIFORM AND CLEANING		10046
ALSCO	111-40-416-53001-00	\$ 4.02	1/23/2017	12782 UNIFORM AND CLEANING		10046
ALSCO	111-40-416-53001-00	\$ 4.02	1/23/2017	12782 UNIFORM AND CLEANING		10046
ALSCO	111-40-420-53001-00	\$ 26.87	1/23/2017	12782 MATERIAL AND SUPPLIES		10046
ALSCO	111-40-420-53001-00	\$ 49.66	1/23/2017	12782 MATERIAL AND SUPPLIES		10046

NAME	ACCOUNT	AMOUNT	CHECK	CHECK	DESCRIPTION	VENDO
ALSCO	111-40-420-53001-00	\$ 53.46	1/23/2017	12782	MATERIAL AND SUPPLIES	10046
ALSCO	111-40-420-53001-00	\$ 26.87	1/23/2017	12782	MATERIAL AND SUPPLIES	10046
ALSCO	111-40-420-53010-00	\$ 3.08	1/23/2017	12782	UNIFORM AND CLEANING	10046
ALSCO	111-40-420-53010-00	\$ 8.62	1/23/2017	12782	UNIFORM AND CLEANING	10046
ALSCO	111-40-420-53010-00	\$ 3.08	1/23/2017	12782	UNIFORM AND CLEANING	10046
ALSCO	111-40-420-53010-00	\$ 3.08	1/23/2017	12782	UNIFORM AND CLEANING	10046
ALSCO	111-40-420-53010-00	\$ 8.62	1/23/2017	12782	UNIFORM AND CLEANING	10046
ALSCO	111-40-420-53010-00	\$ 8.62	1/23/2017	12782	UNIFORM AND CLEANING	10046
ALSCO	111-40-420-53010-00	\$ 3.08	1/23/2017	12782	MATERIAL AND SUPPLIES	10046
ALSCO	111-40-420-53010-00	\$ 8.62	1/23/2017	12782	UNIFORM AND CLEANING	10046
ALSCO	111-50-510-53001-00	\$ 44.29	1/23/2017	12782	MATERIAL AND SUPPLIES	10046
ALSCO	111-50-510-53001-00	\$ 45.79	1/23/2017	12782	MATERIAL AND SUPPLIES	10046
ALSCO	111-50-520-53001-00	\$ 24.99	1/23/2017	12782	MATERIAL AND SUPPLIES	10046
ALSCO	111-50-520-53001-00	\$ 37.36	1/23/2017	12782	MATERIAL AND SUPPLIES	10046
ALSCO	231-40-413-53001-00	\$ 1.50	1/23/2017	12782	MATERIAL AND SUPPLIES	10046
ALSCO	231-40-413-53001-00	\$ 1.50	1/23/2017	12782	MATERIAL AND SUPPLIES	10046
ALSCO	231-40-413-53001-00	\$ 1.50	1/23/2017	12782	MATERIAL AND SUPPLIES	10046
ALSCO	231-40-413-53001-00	\$ 1.50	1/23/2017	12782	MATERIAL AND SUPPLIES	10046
ALSCO	231-40-413-53010-00	\$ 2.52	1/23/2017	12782	UNIFORM AND CLEANING	10046
ALSCO	231-40-413-53010-00	\$ 10.91	1/23/2017	12782	UNIFORM AND CLEANING	10046
ALSCO	231-40-413-53010-00	\$ 17.42	1/23/2017	12782	UNIFORM AND CLEANING	10046
ALSCO	231-40-413-53010-00	\$ 2.52	1/23/2017	12782	UNIFORM AND CLEANING	10046
ALSCO	231-40-413-53010-00	\$ 2.52	1/23/2017	12782	UNIFORM AND CLEANING	10046
ALSCO	231-40-413-53010-00	\$ 10.91	1/23/2017	12782	UNIFORM AND CLEANING	10046
ALSCO	231-40-413-53010-00	\$ 2.52	1/23/2017	12782	UNIFORM AND CLEANING	10046
ALSCO	231-40-413-53010-00	\$ 10.91	1/23/2017	12782	UNIFORM AND CLEANING	10046
ALSCO	513-81-813-53001-00	\$ 91.44	1/23/2017	12782	MATERIAL AND SUPPLIES	10046
ALSCO	513-81-813-53001-00	\$ 91.44	1/23/2017	12782	MATERIAL AND SUPPLIES	10046
ALSCO	513-81-813-53001-00	\$ 91.44	1/23/2017	12782	MATERIAL AND SUPPLIES	10046
ALSCO	513-81-813-53001-00	\$ 91.44	1/23/2017	12782	MATERIAL AND SUPPLIES	10046
ALSCO	513-81-813-53010-00	\$ 21.00	1/23/2017	12782	UNIFORM AND CLEANING	10046
ALSCO	513-81-813-53010-00	\$ 21.00	1/23/2017	12782	UNIFORM AND CLEANING	10046
ALSCO	513-81-813-53010-00	\$ 21.00	1/23/2017	12782	UNIFORM AND CLEANING	10046
ALSCO	513-81-813-53010-00	\$ 21.00	1/23/2017	12782	UNIFORMS AND CLEANING	10046
ALSCO	513-81-814-53010-00	\$ 10.06	1/23/2017	12782	UNIFORM AND CLEANING	10046
ALSCO	513-81-814-53010-00	\$ 10.06	1/23/2017	12782	UNIFORMS AND CLEANING	10046

NAME	ACCOUNT	AMOUNT	CHECK	CHECK	DESCRIPTION	VENDO
ALSCO	513-81-814-53010-00	\$ 10.06	1/23/2017	12782	UNIFORM AND CLEANING	10046
ALSCO	513-81-814-53010-00	\$ 10.06	1/23/2017	12782	UNIFORM AND CLEANING	10046
ALSCO	522-83-830-53001-00	\$ 10.07	1/23/2017	12782	MATERIAL AND SUPPLIES	10046
ALSCO	522-83-830-53001-00	\$ 11.57	1/23/2017	12782	MATERIAL AND SUPPLIES	10046
ALSCO	522-83-830-53001-00	\$ 10.07	1/23/2017	12782	MATERIAL AND SUPPLIES	10046
ALSCO	522-83-830-53001-00	\$ 11.69	1/23/2017	12782	MATERIAL AND SUPPLIES	10046
ALSCO	522-83-830-53010-00	\$ 119.35	1/23/2017	12782	UNIFORM AND CLEANING	10046
ALSCO	544-82-823-53001-00	\$ 9.26	1/23/2017	12782	MATERIAL AND SUPPLIES	10046
ALSCO	544-82-823-53001-00	\$ 11.06	1/23/2017	12782	MATERIAL AND SUPPLIES	10046
ALSCO	544-82-823-53001-00	\$ 9.26	1/23/2017	12782	MATERIAL AND SUPPLIES	10046
ALSCO	544-82-823-53001-00	\$ 9.26	1/23/2017	12782	MATERIAL AND SUPPLIES	10046
ALSCO	544-82-823-53010-00	\$ 17.98	1/23/2017	12782	UNIFORM AND CLEANING	10046
ALSCO	544-82-823-53010-00	\$ 17.98	1/23/2017	12782	UNIFORM AND CLEANING	10046
ALSCO	544-82-823-53010-00	\$ 17.98	1/23/2017	12782	UNIFORM AND CLEANING	10046
ALSCO	544-82-824-53010-00	\$ 12.32	1/23/2017	12782	UNIFORM AND CLEANING	10046
ALSCO	544-82-824-53010-00	\$ 12.32	1/23/2017	12782	UNIFORM AND CLEANING	10046
ALSCO	544-82-824-53010-00	\$ 12.32	1/23/2017	12782	UNIFORM AND CLEANING	10046
ALSCO	544-82-824-53010-00	\$ 12.32	1/23/2017	12782	UNIFORM AND CLEANING	10046
	TOTAL \$	1,626.27				
ALVARADO VERONICA LUNA	842-60-610-55505-00	\$ 170.00	2/2/2017	12823	MEAL ALLOWANCE - TRAVEL TO SACRAMENTO CDBG	10048
	TOTAL \$	170.00				
AT&T	111-20-210-55510-00	\$ 119.12	2/2/2017	12824	TELEPHONE SERVICE JAN 7 - FEB 6 2017	10081
AT&T	111-20-210-55510-00	\$ 1,068.74	2/2/2017	12825	TELEPHONE SRVS JAN 19-FEB 19 2017	11025
AT&T	111-40-410-55510-00	\$ 54.90	2/2/2017	12824	TELEPHONE - MONTHLY TIME CLOCK SERVICE JAN 20 -	10081
AT&T	111-40-410-55510-00	\$ 142.76	2/2/2017	12824	TELEPHONE - MONTHLY TIME CLOCK SERVICE JAN 20 -	10081
AT&T	513-81-813-55510-00	\$ 142.76	2/2/2017	12824	TELEPHONE - MONTHLY TIME CLOCK SERVICE JAN 20 -	10081
AT&T	513-81-813-55510-00	\$ 65.90	2/2/2017	12824	TELEPHONE - MONTHLY TIME CLOCK SERVICE JAN 20 -	10081
AT&T	513-81-813-55510-00	\$ 54.91	2/2/2017	12824	TELEPHONE - MONTHLY TIME CLOCK SERVICE JAN 20 -	10081
AT&T	544-82-823-55510-00	\$ 142.77	2/2/2017	12824	TELEPHONE - MONTHLY TIME CLOCK SERVICE JAN 20 -	10081
AT&T	544-82-823-55510-00	\$ 54.91	2/2/2017	12824	TELEPHONE - MONTHLY TIME CLOCK SERVICE JAN 20 -	10081
AT&T	544-82-823-55510-00	\$ 32.94	2/2/2017	12824	TELEPHONE - MONTHLY TIME CLOCK SERVICE JAN 20 -	10081
	TOTAL \$	1,879.71				

NAME	ACCOUNT	AMOUNT	CHECK	CHECK	DESCRIPTION	VENDO
AT&T MOBILITY	513-81-813-55514-00	\$ 63.94	2/2/2017	12826	WATER METER IPAD SERVICE 12/9/16 - 01/08/17	11373
	TOTAL \$	63.94				
BANK UP CORPORATION	513-81-813-55025-00	\$ 480.98	1/23/2017	12784	DEC 2016 LOCK BOX	10096
BANK UP CORPORATION	513-81-813-55025-00	\$ 416.68	2/2/2017	12827	JAN 2017 LOCK BOX SRVS	10096
BANK UP CORPORATION	544-82-823-55025-00	\$ 480.98	1/23/2017	12784	DEC 2016 LOCK BOX	10096
BANK UP CORPORATION	544-82-823-55025-00	\$ 416.68	2/2/2017	12827	JAN 2017 LOCK BOX SRVS	10096
	TOTAL \$	1,795.32				
BENEFIT COORDINATORS	606-10-180-52015-00	\$ 1,102.87	2/3/2017	0	EMPLOYEE LIFE INSURANCE	11396
	TOTAL \$	1,102.87				
BICKMORE	111-10-180-55001-00	\$ 4,017.41	2/3/2017	12840	PROFESSIONAL SERVICES - AUG 2016	11285
	TOTAL \$	4,017.41				
BUENAS IDEAS	111-10-160-53017-00	\$ 148.85	2/3/2017	12841	OFFICE SUPPLIES	10119
BUENAS IDEAS	111-10-162-53017-00	\$ 148.84	2/3/2017	12841	OFFICE SUPPLIES	10119
	TOTAL \$	297.69				
CALIFORNIA BUILDING	111-00-000-22710-10	\$ 320.40	2/2/2017	12829	SB1473 QTR FEES OCT-DEC2014	10147
	TOTAL \$	320.40				
CINTAS FIRST AID & SAFETY	111-10-150-55025-00	\$ 4.08	1/25/2017	0	608 HEBER AVE HOUSING	10189
CINTAS FIRST AID & SAFETY	111-10-150-55025-00	\$ (0.02)	1/25/2017	0	608 HEBER AVE CITY MANAGER	10189
CINTAS FIRST AID & SAFETY	111-10-150-55025-00	\$ 2.18	1/25/2017	0	608 HEBER AVE CITY CLERK	10189
CINTAS FIRST AID & SAFETY	111-10-150-55025-00	\$ 4.08	1/25/2017	0	608 HEBER AVE HR	10189
CINTAS FIRST AID & SAFETY	111-10-150-55025-00	\$ (29.66)	1/25/2017	0	608 HEBER AVE CITY MANAGER	10189
CINTAS FIRST AID & SAFETY	111-10-150-55025-00	\$ 4.08	1/25/2017	0	608 HEBER AVE CITY CLERK	10189
CINTAS FIRST AID & SAFETY	111-10-150-55025-00	\$ 2.18	1/25/2017	0	608 HEBER AVE HOUSING	10189
CINTAS FIRST AID & SAFETY	111-10-150-55025-00	\$ (0.02)	1/25/2017	0	608 HEBER AVE CITY MANAGER	10189
CINTAS FIRST AID & SAFETY	111-10-150-55025-00	\$ 2.18	1/25/2017	0	608 HEBER AVE HR	10189
CINTAS FIRST AID & SAFETY	111-10-150-55025-00	\$ 2.18	1/25/2017	0	608 HEBER AVE CITY MANAGER	10189
CINTAS FIRST AID & SAFETY	111-10-150-55025-00	\$ 4.07	1/25/2017	0	608 HEBER AVE CITY MANAGER	10189
CINTAS FIRST AID & SAFETY	111-10-160-35025-00	\$ 2.18	1/25/2017	0	608 HEBER AVE FINANCE	10189
CINTAS FIRST AID & SAFETY	111-10-160-55025-00	\$ 4.08	1/25/2017	0	608 HEBER AVE FINANCE	10189
CINTAS FIRST AID & SAFETY	111-10-162-55025-00	\$ 4.08	1/25/2017	0	608 HEBER AVE CUSTOMER SERVICE	10189

NAME	ACCOUNT	AMOUNT	CHECK	CHECK	DESCRIPTION	VENDO
CINTAS FIRST AID & SAFETY	111-10-162-55025-00	\$ 2.18		1/25/2017	0 608 HEBER AVE CUSTOMER SERVICE	10189
CINTAS FIRST AID & SAFETY	111-20-210-55025-00	\$ 65.14		1/25/2017	0 420 E 5TH ST POLICE DEPT	10189
CINTAS FIRST AID & SAFETY	111-20-210-55025-00	\$ 73.85		1/25/2017	0 420 E 5TH ST POLICE DEPT	10189
CINTAS FIRST AID & SAFETY	111-20-210-55025-00	\$ (29.67)		1/25/2017	0 420 E 5TH ST POLICE DEPT	10189
CINTAS FIRST AID & SAFETY	111-20-250-55025-00	\$ 49.04		1/25/2017	0 430 E 5TH ST FIRE DEPT	10189
CINTAS FIRST AID & SAFETY	111-20-250-55025-00	\$ 41.14		1/25/2017	0 900 GRANT ST FIRE STATION 2	10189
CINTAS FIRST AID & SAFETY	111-20-250-55025-00	\$ (29.67)		1/25/2017	0 430 E 5TH ST FIRE DEPT	10189
CINTAS FIRST AID & SAFETY	111-20-250-55025-00	\$ 58.97		1/25/2017	0 430 E 5TH ST FIRE DEPT	10189
CINTAS FIRST AID & SAFETY	111-30-310-55025-00	\$ 4.08		1/25/2017	0 608 HEBER AVE ENG PLANNING	10189
CINTAS FIRST AID & SAFETY	111-30-310-55025-00	\$ 2.18		1/25/2017	0 608 HEBER AVE ENG PLANNING	10189
CINTAS FIRST AID & SAFETY	111-30-330-55025-00	\$ 2.18		1/25/2017	0 608 HEBER AVE BUILD CODE	10189
CINTAS FIRST AID & SAFETY	111-30-330-55025-00	\$ 4.08		1/25/2017	0 608 HEBER AVE BUILD CODE	10189
CINTAS FIRST AID & SAFETY	111-40-410-55025-00	\$ 54.50		1/25/2017	0 640 PIERCE AVE PUBLIC WORKS	10189
CINTAS FIRST AID & SAFETY	111-50-520-55025-00	\$ 50.89		1/25/2017	0 707 DOOL AVE RECREATION	10189
CINTAS FIRST AID & SAFETY	111-50-520-55025-00	\$ (29.67)		1/25/2017	0 707 DOOL AVE RECREATION	10189
CINTAS FIRST AID & SAFETY	513-81-813-55025-00	\$ 3,320.10		1/25/2017	0 545 PIERCE AVE WATER PLANT	10189
CINTAS FIRST AID & SAFETY	513-81-813-55025-00	\$ 31.77		1/25/2017	0 545 PIERCE AVE WATER PLANT	10189
CINTAS FIRST AID & SAFETY	513-81-813-55025-00	\$ 39.38		1/25/2017	0 545 PIERCE AVE WATER PLANT	10189
CINTAS FIRST AID & SAFETY	544-82-823-55025-00	\$ 112.95		1/25/2017	0 298 E ANZA RD WASTEWATER PLANT	10189
CINTAS FIRST AID & SAFETY	544-82-823-55025-00	\$ 60.49		1/25/2017	0 298 E ANZA RD WASTEWATER PLANT	10189
CINTAS FIRST AID & SAFETY	544-82-823-55025-00	\$ 136.34		1/25/2017	0 298 E ANZA RD WASTEWATER PLANT	10189
	TOTAL \$	4,025.92				
CORBIN WILLIITS SYSTEM, INC	111-10-160-55025-00	\$ 1,236.40		2/2/2017	12830 MOM SYSTEM SOFTWARE SERVICE FEE FOR FEB 2017	10218
	TOTAL \$	1,236.40				
COUNTY OF SAN DIEGO, RCS	111-20-210-54016-00	\$ 3,245.00		1/25/2017	12800 PD RADIO NETWORK DEC 2016	10231
COUNTY OF SAN DIEGO, RCS	111-20-250-55016-00	\$ 962.50		1/23/2017	12785 COMMUNICATIONS DEC 2016	10231
COUNTY OF SAN DIEGO, RCS	111-20-250-55016-00	\$ 962.50		1/23/2017	12785 COMMUNICATIONS NOV 2016	10231
	TOTAL \$	5,170.00				
CURTIS ROADRUNNER LOCK &	111-50-510-55001-00	\$ 150.50		2/3/2017	12842 REMOVE KEY FROM OFFICE LOCK	10244
	TOTAL \$	150.50				
DEPARTMENT OF JUSTICE	111-20-210-55026-00	\$ 1,185.00		1/25/2017	12801 LIVE SCAN FEES FOR THE MONTH OF DEC 2016	10266
	TOTAL \$	1,185.00				

NAME	ACCOUNT	AMOUNT	CHECK	CHECK	DESCRIPTION	VENDO
DEPT OF CONSERVATION DIV OF	111-00-000-22710-20	\$ 2,266.70	2/2/2017	12831	SMP FEES QIR DUES OCT - DEC 2014	10264
	TOTAL \$	2,266.70				
DEPT OF TRANSPORTATION	231-40-413-54001-00	\$ 6,349.58	1/25/2017	12802	SIGNAL & LIGHTING BILL FOR THE MONTH OF OCT -	10270
	TOTAL \$	6,349.58				
D'POLY MEXICAN FOOD	222-50-520-53029-30	\$ 390.17	2/2/2017	12832	PROGRAM EXPENSE	10289
	TOTAL \$	390.17				
DTSC IMPERIAL CUPA	111-40-420-55503-00	\$ 1,385.00	1/23/2017	12798	PERMIT FEES - ACCT ID:AR0000427	11006
DTSC IMPERIAL CUPA	513-81-813-55503-00	\$ 4,551.00	1/23/2017	12798	PERMIT FEES - ACCT ID:AR0000346	11006
DTSC IMPERIAL CUPA	513-81-813-55503-00	\$ 4,518.00	1/23/2017	12798	PERMIT FEES - ACCT ID:AR00001100	11006
DTSC IMPERIAL CUPA	522-83-830-55503-00	\$ 3,874.00	1/23/2017	12798	PERMIT FEES - ACCI ID:AR0000539	11006
DTSC IMPERIAL CUPA	544-82-823-55503-00	\$ 1,385.00	1/23/2017	12798	PERMIT FEES - ACCT ID:AR0000614	11006
	TOTAL \$	15,713.00				
ET&MS, INC	513-81-813-54001-00	\$ 1,365.00	2/3/2017	0	REPAIR RAW WATER RESERVOIR EFFLUENT PUMP#3	10327
ET&MS, INC	513-81-813-54015-00	\$ 7,195.00	1/23/2017	12788	EQUIP TESTED FOR SAFETY	10327
	TOTAL \$	8,560.00				
FEDERAL EXPRESS CORPORATION	111-10-150-53020-00	\$ 80.27	2/2/2017	12833	POSTAGE	10338
FEDERAL EXPRESS CORPORATION	111-10-160-53020-00	\$ 34.63	2/2/2017	12833	POSTAGE	10338
FEDERAL EXPRESS CORPORATION	111-20-250-53020-00	\$ 57.31	2/2/2017	12833	POSTAGE	10338
FEDERAL EXPRESS CORPORATION	111-40-416-53020-00	\$ 34.48	2/2/2017	12833	POSTAGE	10338
FEDERAL EXPRESS CORPORATION	513-81-812-53020-00	\$ 114.28	2/2/2017	12833	POSTAGE	10338
FEDERAL EXPRESS CORPORATION	522-83-830-53020-00	\$ 54.75	2/2/2017	12833	POSTAGE	10338
	TOTAL \$	375.72				
GARDAWORLD CL WEST INC	111-10-160-55025-00	\$ 95.17	2/2/2017	0	ARMOR SERVICE FOR THE MONTH OF FEB 2017	11407
GARDAWORLD CL WEST INC	111-10-160-55025-00	\$ 27.36	2/2/2017	0	ARMOR SERVICE FOR THE MONTH OF DEC 2016 EXCESS	11407
GARDAWORLD CL WEST INC	513-81-813-55025-00	\$ 27.37	2/2/2017	0	ARMOR SERVICE FOR THE MONTH OF DEC 2016 EXCESS	11407
GARDAWORLD CL WEST INC	513-81-813-55025-00	\$ 95.17	2/2/2017	0	ARMOR SERVICE FOR THE MONTH OF FEB 2017	11407
GARDAWORLD CL WEST INC	544-82-823-55025-00	\$ 27.37	2/2/2017	0	ARMOR SERVICE FOR THE MONTH OF DEC 2016 EXCESS	11407
GARDAWORLD CL WEST INC	544-82-823-55025-00	\$ 95.17	2/2/2017	0	ARMOR SERVICE FOR THE MONTH OF FEB 2017	11407
	TOTAL \$	367.61				

NAME	ACCOUNT	AMOUNT	CHECK	DESCRIPTION	VENDO
GREENFIX, LLC	231-40-413-53013-00	\$ 580.99	2/3/2017	12843 CNG FUEL FOR STREET SWEEPER - DEC 2016	11409
	TOTAL \$	580.99			
HOLMAN PROFESSIONAL	111-10-180-55001-00	\$ 607.84	2/3/2017	0 PROFESSIONAL SERVICES	10416
HOLMAN PROFESSIONAL	111-10-180-55001-00	\$ 635.68	2/3/2017	0 PROFESSIONAL SERVICES	10416
HOLMAN PROFESSIONAL	111-10-180-55001-00	\$ 621.76	2/3/2017	0 PROFESSIONAL SERVICES	10416
HOLMAN PROFESSIONAL	111-10-180-55001-00	\$ 607.84	2/3/2017	0 PROFESSIONAL SERVICES	10416
	TOTAL \$	2,473.12			
HUMANE SOCIETY OF IMPERIAL	111-20-217-55029-00	\$ 270.00	1/23/2017	12790 ANIMAL CARE	10419
	TOTAL \$	270.00			
HUNTER EMPLOYMENT L.L.C	111-10-150-55015-00	\$ 254.80	1/26/2017	12815 PAYROLL FOR WEEK ENDING 01082017 CITY MANAGER	10420
HUNTER EMPLOYMENT L.L.C	111-10-180-55015-00	\$ 274.14	1/26/2017	12815 PAYROLL FOR WEEK ENDING 01082017 JANITORS	10420
HUNTER EMPLOYMENT L.L.C	111-10-180-55015-00	\$ 261.00	1/26/2017	12815 PAYROLL FOR WEEK ENDING 01012017 JANITORS	10420
HUNTER EMPLOYMENT L.L.C	111-20-210-55015-00	\$ 595.35	1/26/2017	12815 PAYROLL FOR WEEK ENDING 01082017 CLERK	10420
HUNTER EMPLOYMENT L.L.C	111-20-210-55015-00	\$ 801.15	1/26/2017	12815 PAYROLL FOR WEEK ENDING 01152017 CLERK	10420
HUNTER EMPLOYMENT L.L.C	111-20-210-55015-00	\$ 1,064.00	1/26/2017	12815 PAYROLL FOR WEEK ENDING 01012017 CLERK	10420
HUNTER EMPLOYMENT L.L.C	111-20-216-55015-00	\$ 6,262.63	1/26/2017	12815 PAYROLL FOR WEEK ENDING 01152017 PARKING	10420
HUNTER EMPLOYMENT L.L.C	111-20-216-55015-00	\$ 3,240.11	1/26/2017	12815 PAYROLL FOR WEEK ENDING 01082017 PARKING	10420
HUNTER EMPLOYMENT L.L.C	111-20-216-55015-00	\$ 2,819.40	1/26/2017	12815 PAYROLL FOR WEEK ENDING 01012017 PARKING	10420
HUNTER EMPLOYMENT L.L.C	111-40-416-55015-00	\$ 2,981.69	1/26/2017	12815 PAYROLL FOR WEEK ENDING 01152017 PARKS	10420
HUNTER EMPLOYMENT L.L.C	111-40-416-55015-00	\$ 2,207.52	1/26/2017	12815 PAYROLL FOR WEEK ENDING 01082017 PARKS	10420
HUNTER EMPLOYMENT L.L.C	111-40-416-55015-00	\$ 3,343.40	1/26/2017	12815 PAYROLL FOR WEEK ENDING 01012017 PARKS	10420
HUNTER EMPLOYMENT L.L.C	111-50-510-55015-00	\$ 383.40	1/26/2017	12815 PAYROLL FOR WEEK ENDING 01012017 LIBRARY	10420
HUNTER EMPLOYMENT L.L.C	111-50-510-55015-00	\$ 578.74	1/26/2017	12815 PAYROLL FOR WEEK ENDING 01082017 LIBRARY	10420
HUNTER EMPLOYMENT L.L.C	111-50-510-55015-00	\$ 578.74	1/26/2017	12815 PAYROLL FOR WEEK ENDING 01152017 LIBRARY	10420
HUNTER EMPLOYMENT L.L.C	111-50-520-55015-00	\$ 1,142.51	1/26/2017	12815 PAYROLL FOR WEEK ENDING 01152017 RECREATION	10420
HUNTER EMPLOYMENT L.L.C	111-50-520-55015-00	\$ 879.00	1/26/2017	12815 PAYROLL FOR WEEK ENDING 01012017 RECREATION	10420
HUNTER EMPLOYMENT L.L.C	111-50-520-55015-00	\$ 429.24	1/26/2017	12815 PAYROLL FOR WEEK ENDING 01082017 RECREATION	10420
HUNTER EMPLOYMENT L.L.C	221-50-510-55015-20	\$ 204.48	1/26/2017	12815 PAYROLL FOR WEEK ENDING 01012017 LIBRARY	10420
HUNTER EMPLOYMENT L.L.C	221-50-510-55015-20	\$ 298.20	1/26/2017	12815 PAYROLL FOR WEEK ENDING 01082017 LIBRARY	10420
HUNTER EMPLOYMENT L.L.C	221-50-510-55015-20	\$ 204.48	1/26/2017	12815 PAYROLL FOR WEEK ENDING 01152017 LIBRARY	10420
HUNTER EMPLOYMENT L.L.C	222-50-520-55015-20	\$ 456.66	1/26/2017	12815 PAYROLL FOR WEEK ENDING 01152017 WATER DIST	10420
HUNTER EMPLOYMENT L.L.C	513-81-812-55015-00	\$ 1,557.52	1/26/2017	12815 PAYROLL FOR WEEK ENDING 01152017 WTR CUST	10420

NAME	ACCOUNT	AMOUNT	CHECK	DESCRIPTION	VENDO
HUNTER EMPLOYMENT L.L.C	513-81-812-55015-00	\$ 1,179.62	1/26/2017	12815 PAYROLL FOR WEEK ENDING 01082017 WATER CUST	10420
HUNTER EMPLOYMENT L.L.C	513-81-812-55015-00	\$ 1,127.37	1/26/2017	12815 PAYROLL FOR WEEK ENDING 01012017 WTR CUST	10420
HUNTER EMPLOYMENT L.L.C	513-81-814-55015-00	\$ 1,635.20	1/26/2017	12815 PAYROLL FOR WEEK ENDING 01012017 WATER DIST	10420
HUNTER EMPLOYMENT L.L.C	513-81-814-55015-00	\$ 1,226.40	1/26/2017	12815 PAYROLL FOR WEEK ENDING 01082017 WATER DIST	10420
HUNTER EMPLOYMENT L.L.C	513-81-814-55015-00	\$ 1,686.30	1/26/2017	12815 PAYROLL FOR WEEK ENDING 01152017 WATER DIST	10420
	<b>TOTAL \$</b>	<b>37,673.05</b>			
I V FAMILY CARE MEDICAL	111-20-210-55033-00	\$ 200.00	2/2/2017	12834 EMPLOYMENT EXAM FOR RESERVE POLICE OFFICER	10428
I V FAMILY CARE MEDICAL	111-20-210-55033-00	\$ 200.00	2/2/2017	12834 EMPLOYMENT EXAMS FOR RESERVE POLICE OFFICER	10428
	<b>TOTAL \$</b>	<b>400.00</b>			
I V TERMITE & PEST CONTROL	111-10-150-55031-00	\$ 9.50	1/23/2017	12791 608 HEBER AVE SOUTH SIDE	10434
I V TERMITE & PEST CONTROL	111-10-150-55031-00	\$ 6.75	1/23/2017	12791 608 HEBER AVE CITY HALL NORTH SIDE	10434
I V TERMITE & PEST CONTROL	111-10-150-55031-00	\$ 6.75	1/23/2017	12791 608 HEBER AVE CITY HALL NORTH SIDE	10434
I V TERMITE & PEST CONTROL	111-10-160-55031-00	\$ 9.50	1/23/2017	12791 608 HEBER AVE SOUTH SIDE	10434
I V TERMITE & PEST CONTROL	111-10-162-55031-00	\$ 19.00	1/23/2017	12791 CUSTOMER SERVICE FINANCE	10434
I V TERMITE & PEST CONTROL	111-20-210-55031-00	\$ 48.00	1/23/2017	12791 420 E 5TH ST POLICE DEPT	10434
I V TERMITE & PEST CONTROL	111-20-217-55031-00	\$ 48.00	1/23/2017	12791 292 W 2ND ST ANIMAL SHELTER	10434
I V TERMITE & PEST CONTROL	111-20-217-55031-00	\$ 48.00	1/23/2017	12791 292 W 2ND ST ANIMAL SHELTER	10434
I V TERMITE & PEST CONTROL	111-20-250-55031-00	\$ 26.00	1/23/2017	12791 900 GRANT ST FIRE DEPT	10434
I V TERMITE & PEST CONTROL	111-20-250-55031-00	\$ 24.00	1/23/2017	12791 430 E FIFTH STREET FIRE DEPT	10434
I V TERMITE & PEST CONTROL	111-30-310-55031-00	\$ 6.75	1/23/2017	12791 608 HEBER AVE CITY HALL NORTH SIDE	10434
I V TERMITE & PEST CONTROL	111-30-330-55031-00	\$ 6.75	1/23/2017	12791 608 HEBER AVE CITY HALL NORTH SIDE	10434
I V TERMITE & PEST CONTROL	111-40-410-55031-00	\$ 84.00	1/23/2017	12791 549 PIERCE AVE PUBLIC WORKS TRAILER	10434
I V TERMITE & PEST CONTROL	111-40-416-55031-00	\$ 35.00	1/23/2017	12791 100 PAULIN AVE INTERNATIONAL PARK	10434
I V TERMITE & PEST CONTROL	111-40-420-55031-00	\$ 165.00	1/23/2017	12791 644 PIERCE AVE	10434
I V TERMITE & PEST CONTROL	111-50-510-55031-00	\$ 35.00	1/23/2017	12791 420 HEBER AVE CARNEGIE LIBRARY	10434
I V TERMITE & PEST CONTROL	111-50-510-55031-00	\$ 28.00	1/23/2017	12791 850 ENCINAS AVE LIBRARY	10434
I V TERMITE & PEST CONTROL	111-50-520-55031-00	\$ 31.00	1/23/2017	12791 707 DOOL COMMUNITY CENTER	10434
I V TERMITE & PEST CONTROL	513-81-813-55031-00	\$ 52.00	1/23/2017	12791 1650 COLE RD WATER PLANT LIFT STATION	10434
I V TERMITE & PEST CONTROL	513-81-813-55031-00	\$ 52.00	1/23/2017	12791 503 SAM ELLIS WATER PLANT LIFT STATION	10434
I V TERMITE & PEST CONTROL	513-81-813-55031-00	\$ 218.00	1/23/2017	12791 545 PIERCE AVE WATER PLANT	10434
I V TERMITE & PEST CONTROL	522-83-830-55031-00	\$ 42.00	1/23/2017	12791 801 W 2ND ST AIRPORT	10434
I V TERMITE & PEST CONTROL	544-82-823-55031-00	\$ 144.00	1/23/2017	12791 298 W 2ND ST SEWER PLANT	10434
	<b>TOTAL \$</b>	<b>1,145.00</b>			

NAME	ACCOUNT	AMOUNT	CHECK	CHECK	DESCRIPTION	VEND
IMP CO AIR POLLUTION	111-40-416-55503-00	\$ 875.50	1/25/2017	12803	PERMIT FEES - 1/1/17 - 12/31/17	10438
IMP CO AIR POLLUTION	111-40-420-55503-00	\$ 464.00	1/25/2017	12803	PERMIT FEES - 1/1/17 - 12/31/17	10438
IMP CO AIR POLLUTION	111-40-420-55503-00	\$ 182.50	1/25/2017	12803	PERMIT FEES - 1/1/17 - 12/31/17	10438
IMP CO AIR POLLUTION	513-81-813-55503-00	\$ 182.50	1/25/2017	12803	PERMIT FEES - 1/1/17 - 12/31/17	10438
IMP CO AIR POLLUTION	513-81-813-55503-00	\$ 182.50	1/25/2017	12803	PERMIT FEES - 1/1/17 - 12/31/17	10438
IMP CO AIR POLLUTION	513-81-813-55503-00	\$ 182.50	1/25/2017	12803	PERMIT FEES - 1/1/17 - 12/31/17	10438
IMP CO AIR POLLUTION	513-81-813-55503-00	\$ 182.50	1/25/2017	12803	PERMIT FEES - 1/1/17 - 12/31/17	10438
IMP CO AIR POLLUTION	513-81-813-55503-00	\$ 182.50	1/25/2017	12803	PERMIT FEES - 1/1/17 - 12/31/17	10438
IMP CO AIR POLLUTION	513-81-814-55503-00	\$ 441.50	1/25/2017	12803	PERMIT FEES - 1/1/17 - 12/31/17	10438
IMP CO AIR POLLUTION	522-83-830-55503-00	\$ 464.00	1/25/2017	12803	PERMIT FEES - 1/1/17 - 12/31/17	10438
IMP CO AIR POLLUTION	544-82-823-55503-00	\$ 441.50	1/25/2017	12803	PERMIT FEES - 1/1/17 - 12/31/17	10438
IMP CO AIR POLLUTION	544-82-823-55503-00	\$ 182.50	1/25/2017	12803	PERMIT FEES - 1/1/17 - 12/31/17	10438
IMP CO AIR POLLUTION	544-82-823-55503-00	\$ 365.00	1/25/2017	12803	PERMIT FEES - 1/1/17 - 12/31/17	10438
IMP CO AIR POLLUTION	544-82-823-55503-00	\$ 182.50	1/25/2017	12803	PERMIT FEES - 1/1/17 - 12/31/17	10438
IMP CO AIR POLLUTION	544-82-823-55503-00	\$ 365.00	1/25/2017	12803	PERMIT FEES - 1/1/17 - 12/31/17	10438
IMP CO AIR POLLUTION	544-82-824-55503-00	\$ 182.50	1/25/2017	12803	PERMIT FEES - 1/1/17 - 12/31/17	10438
IMP CO AIR POLLUTION	544-82-824-55503-00	\$ 182.50	1/25/2017	12803	PERMIT FEES - 1/1/17 - 12/31/17	10438
	<b>TOTAL \$</b>	<b>5,424.00</b>				
IMPERIAL IRRIGATION DISTRICT	111-10-150-53023-00	\$ 248.12	2/3/2017	12844	608 HEBER AVE ACCT 50031716 CITY MANAGER	10452
IMPERIAL IRRIGATION DISTRICT	111-10-150-53023-00	\$ 248.12	2/3/2017	12844	608 HEBER AVE ACCT 50031716 CITY CLERK	10452
IMPERIAL IRRIGATION DISTRICT	111-10-150-53023-00	\$ 248.12	2/3/2017	12844	608 HEBER AVE ACCT 50031716 HR	10452
IMPERIAL IRRIGATION DISTRICT	111-10-150-53023-00	\$ 248.12	2/3/2017	12844	608 HEBER AVE ACCT 50031716 HOUSING	10452
IMPERIAL IRRIGATION DISTRICT	111-10-160-53023-00	\$ 248.13	2/3/2017	12844	608 HEBER AVE ACCT 50031716 FINANCE	10452
IMPERIAL IRRIGATION DISTRICT	111-10-162-53023-00	\$ 248.12	2/3/2017	12844	608 HEBER AVE ACCT 50031716 CUSTOMER SERVICE	10452
IMPERIAL IRRIGATION DISTRICT	111-20-210-53023-00	\$ 1,107.40	2/3/2017	12844	430 5TH ST ACCT 50031481 POLICE	10452
IMPERIAL IRRIGATION DISTRICT	111-20-210-53023-00	\$ 12.34	2/3/2017	12844	1943-A BOWKER RD ACCT 50031488	10452
IMPERIAL IRRIGATION DISTRICT	111-20-250-53023-00	\$ 208.65	2/3/2017	12844	900 GRANT ST ACCT 50031635	10452
IMPERIAL IRRIGATION DISTRICT	111-20-250-53023-00	\$ 1,107.40	2/3/2017	12844	430 5TH ST ACCT 50031481 FIRE	10452
IMPERIAL IRRIGATION DISTRICT	111-30-310-53023-00	\$ 248.12	2/3/2017	12844	608 HEBER AVE ACCT 50031716 ENG PLANNING	10452
IMPERIAL IRRIGATION DISTRICT	111-30-330-53023-00	\$ 248.13	2/3/2017	12844	608 HEBER AVE ACCT 50031716 BUILD CODE	10452
IMPERIAL IRRIGATION DISTRICT	111-40-410-53023-00	\$ 132.40	2/3/2017	12844	549 PIERCE AVE ACCT 50635386	10452
IMPERIAL IRRIGATION DISTRICT	111-40-410-53023-00	\$ 459.53	2/3/2017	12844	415 E 4TH ST ACCT 50644366	10452
IMPERIAL IRRIGATION DISTRICT	111-40-410-53023-00	\$ 493.53	2/3/2017	12844	CO ANDRADE AVE AND SANTA FE ACCT 50195519	10452
IMPERIAL IRRIGATION DISTRICT	111-40-410-53023-00	\$ 232.58	2/3/2017	12844	642 PIERCE AVE ACCT 50174828	10452

NAME	ACCOUNT	AMOUNT	CHECK	CHECK	DESCRIPTION	VENDO
IMPERIAL IRRIGATION DISTRICT	111-40-410-53023-00	\$ 382.22	2/3/2017	12844	236 ESPINOZA ST A ACCT 50031666	10452
IMPERIAL IRRIGATION DISTRICT	111-40-410-53023-00	\$ 48.25	2/3/2017	12844	644 PIERCE AVE ACCT 50175703	10452
IMPERIAL IRRIGATION DISTRICT	111-40-416-53023-00	\$ 250.55	2/3/2017	12844	CROMMET PARK LTS ACCT 50031647	10452
IMPERIAL IRRIGATION DISTRICT	111-40-416-53023-00	\$ 12.34	2/3/2017	12844	1000 MEADOWS DR SPRINKLER ACCT 50427308	10452
IMPERIAL IRRIGATION DISTRICT	111-40-416-53023-00	\$ 336.37	2/3/2017	12844	CRUMMET PARK 2 ACCT 50031722	10452
IMPERIAL IRRIGATION DISTRICT	111-40-416-53023-00	\$ 1,199.76	2/3/2017	12844	1030 ENCINAS AVE TENNIS CT ACCT 50031537	10452
IMPERIAL IRRIGATION DISTRICT	111-40-416-53023-00	\$ 92.91	2/3/2017	12844	MARY AND 7TH ST ACCT 50031491	10452
IMPERIAL IRRIGATION DISTRICT	111-40-416-53023-00	\$ 12.34	2/3/2017	12844	500 W 5TH ST ACCT 50484396	10452
IMPERIAL IRRIGATION DISTRICT	111-40-416-53023-00	\$ 659.43	2/3/2017	12844	1110 E 5TH ST ACCT 50700431	10452
IMPERIAL IRRIGATION DISTRICT	111-40-416-53023-00	\$ 74.58	2/3/2017	12844	LINHOLM & SHERMAN ACCT 50031709	10452
IMPERIAL IRRIGATION DISTRICT	111-40-416-53023-00	\$ 993.87	2/3/2017	12844	651 KLOKE AVE ACCT 50183767	10452
IMPERIAL IRRIGATION DISTRICT	111-40-416-53023-00	\$ 61.54	2/3/2017	12844	2ND-ANDRADE PARK ACCT 50031606	10452
IMPERIAL IRRIGATION DISTRICT	111-40-416-53023-00	\$ 25.51	2/3/2017	12844	1299 RANCHO FRONTERA AVE ACCT 50146458	10452
IMPERIAL IRRIGATION DISTRICT	111-40-416-53023-00	\$ 12.34	2/3/2017	12844	420 ANDRADE AVE ACCT 50031673	10452
IMPERIAL IRRIGATION DISTRICT	111-40-416-53023-00	\$ 203.86	2/3/2017	12844	520 MCKINLEY ST ACCT 50031385	10452
IMPERIAL IRRIGATION DISTRICT	111-40-416-53023-00	\$ 455.22	2/3/2017	12844	2200 CLINTON AVE PARK ACCT 50440915	10452
IMPERIAL IRRIGATION DISTRICT	111-40-416-53023-00	\$ 78.18	2/3/2017	12844	901 PIERCE ACE ACCT 50031777	10452
IMPERIAL IRRIGATION DISTRICT	111-40-416-53023-00	\$ 126.43	2/3/2017	12844	137 CAMARENA CT ACCT 50031763	10452
IMPERIAL IRRIGATION DISTRICT	111-40-416-53023-00	\$ 31.50	2/3/2017	12844	520 MCKINLEY ACCT 50031377	10452
IMPERIAL IRRIGATION DISTRICT	111-40-416-53023-00	\$ 90.98	2/3/2017	12844	260 ROBERT KENNEDY ST ACCT 50031770	10452
IMPERIAL IRRIGATION DISTRICT	111-40-416-53023-00	\$ 150.00	2/3/2017	12844	PARKS ARMORY INS ACCT 50031393	10452
IMPERIAL IRRIGATION DISTRICT	111-40-416-53023-00	\$ 118.52	2/3/2017	12844	143 BANAGAS CT ACCT 50031756	10452
IMPERIAL IRRIGATION DISTRICT	111-50-510-53023-00	\$ 234.99	2/3/2017	12844	SERVICES FOR CTC 420 HEBER AVE DEC 10 - JAN 12 2017	10452
IMPERIAL IRRIGATION DISTRICT	111-50-510-53023-00	\$ 663.50	2/3/2017	12844	707 DOOL AVE ACCT 50031522	10452
IMPERIAL IRRIGATION DISTRICT	111-50-510-53023-00	\$ 989.09	2/3/2017	12844	850 ENCINAS AVE ACCT 50060803	10452
IMPERIAL IRRIGATION DISTRICT	231-40-413-53023-00	\$ 12.34	2/3/2017	12844	221 LOPEZ CT ACCT 50031455	10452
IMPERIAL IRRIGATION DISTRICT	231-40-413-53023-00	\$ 215.83	2/3/2017	12844	351 E 5TH ST ACCT 50031341	10452
IMPERIAL IRRIGATION DISTRICT	231-40-413-53023-00	\$ 50.64	2/3/2017	12844	700 DOOL AVE ACCT 50031528	10452
IMPERIAL IRRIGATION DISTRICT	231-40-413-53023-00	\$ 136.82	2/3/2017	12844	2394 PORTICO BLVD TRAFFIC LT ACCT 50528024	10452
IMPERIAL IRRIGATION DISTRICT	231-40-413-53023-00	\$ 13.30	2/3/2017	12844	201 E 1ST ALLEY ACCT 50513769	10452
IMPERIAL IRRIGATION DISTRICT	231-40-413-53023-00	\$ 113.70	2/3/2017	12844	301 2ND ST SGNL LIGHT ACCT 50614689	10452
IMPERIAL IRRIGATION DISTRICT	231-40-413-53023-00	\$ 12.34	2/3/2017	12844	428 HERNANDEZ CT ACCT 50031446	10452
IMPERIAL IRRIGATION DISTRICT	231-40-413-53023-00	\$ 12.34	2/3/2017	12844	1095 CAMILLA ST ACCT 50031559	10452
IMPERIAL IRRIGATION DISTRICT	231-40-413-53023-00	\$ 74.58	2/3/2017	12844	ROCKWOOD AND AA -ACCT 50031464	10452
IMPERIAL IRRIGATION DISTRICT	231-40-413-53023-00	\$ 42.00	2/3/2017	12844	1101 COLE AND MEADOWS RD ACCT 50276412	10452
IMPERIAL IRRIGATION DISTRICT	231-40-413-53023-00	\$ 127.26	2/3/2017	12844	2404 VAN DE GRAFF TRAFFIC LT ACCT 50536667	10452

NAME	ACCOUNT	AMOUNT	CHECK	CHECK	DESCRIPTION	VENDO
IMPERIAL IRRIGATION DISTRICT	231-40-413-53023-00	\$ 47.05	2/3/2017	12844	1001 COLE AND RANCHO FRONTERA ACCT 50274972	10452
IMPERIAL IRRIGATION DISTRICT	231-40-413-53023-00	\$ 12.34	2/3/2017	12844	2100 MEADOWS RD A ACCT 50364119	10452
IMPERIAL IRRIGATION DISTRICT	231-40-413-53023-00	\$ 23.60	2/3/2017	12844	250 S SCARONI RD A- ACCT 50239150	10452
IMPERIAL IRRIGATION DISTRICT	231-40-413-53023-00	\$ 12.34	2/3/2017	12844	119 HEFFERNAN AVE ACCT 50031565	10452
IMPERIAL IRRIGATION DISTRICT	231-40-413-53023-00	\$ 12.46	2/3/2017	12844	SW CO MEADOW - HOLDRIDGE ACCT 50146478	10452
IMPERIAL IRRIGATION DISTRICT	231-40-413-53023-00	\$ 12.34	2/3/2017	12844	2100 ANDRADE AVE ACCT 50364118	10452
IMPERIAL IRRIGATION DISTRICT	231-40-413-53023-00	\$ 116.48	2/3/2017	12844	498 W COLE RD TRAFFIC LT ACCT 50528026	10452
IMPERIAL IRRIGATION DISTRICT	231-40-413-53023-00	\$ 54.47	2/3/2017	12844	1269 RUBY CT A ACCT 50440914	10452
IMPERIAL IRRIGATION DISTRICT	231-40-413-53023-00	\$ 200.51	2/3/2017	12844	CORNER OF SAM ELLIS AND G BURT ACCT 50191256	10452
IMPERIAL IRRIGATION DISTRICT	231-40-413-53023-00	\$ 44.30	2/3/2017	12844	110 E 3RD ST ACCT 50031728	10452
IMPERIAL IRRIGATION DISTRICT	231-40-413-53023-00	\$ 111.88	2/3/2017	12844	498 W 2ND ST SIGNAL LGHT ACCT 50613617	10452
IMPERIAL IRRIGATION DISTRICT	231-40-413-53023-00	\$ 29.10	2/3/2017	12844	1184 ROSAS ST PUMP ACCT 50031751	10452
IMPERIAL IRRIGATION DISTRICT	231-40-413-53023-00	\$ 127.86	2/3/2017	12844	1499 E COLE RD DRN PUMP ACCT 50031285	10452
IMPERIAL IRRIGATION DISTRICT	231-40-413-53023-00	\$ 117.19	2/3/2017	12844	890 W 2ND ST SIGNAL LT ACCT 50613609	10452
IMPERIAL IRRIGATION DISTRICT	231-40-413-53023-00	\$ 12.94	2/3/2017	12844	1224 MEADOWS DR A ACCT 50389967	10452
IMPERIAL IRRIGATION DISTRICT	231-40-413-53023-00	\$ 15.93	2/3/2017	12844	ROCKWOOD AND VEGA ACCT 50031368	10452
IMPERIAL IRRIGATION DISTRICT	231-40-413-53023-00	\$ 20,497.65	2/3/2017	12844	STREET LIGHTS ACCT#50031277 DEC 21 16 - JAN 20 17	10452
IMPERIAL IRRIGATION DISTRICT	231-40-413-53023-00	\$ 27.90	2/3/2017	12844	1232 JASMINE ST A ACCT 50031744	10452
IMPERIAL IRRIGATION DISTRICT	231-40-413-53023-00	\$ 74.58	2/3/2017	12844	PAULIN AND 1ST ACCT 50031580	10452
IMPERIAL IRRIGATION DISTRICT	231-40-413-53023-00	\$ 45.86	2/3/2017	12844	COLE RD AND ROCKWOOD AVE ACCT 50031682	10452
IMPERIAL IRRIGATION DISTRICT	231-40-413-53023-00	\$ 76.69	2/3/2017	12844	101 E 3RD ST SEC LIGHTS ACCT 50635217	10452
IMPERIAL IRRIGATION DISTRICT	231-40-413-53023-00	\$ 12.34	2/3/2017	12844	930 ALAMEDA ST ACCT 50146484	10452
IMPERIAL IRRIGATION DISTRICT	513-81-813-53023-00	\$ 1,879.64	2/3/2017	12844	1650 E COLE RD ACCT 50419342	10452
IMPERIAL IRRIGATION DISTRICT	513-81-813-53023-00	\$ 3,387.85	2/3/2017	12844	503 SAM ELLIS ST RESEVOIR ACCT 50368282	10452
IMPERIAL IRRIGATION DISTRICT	513-81-813-53023-00	\$ 183.50	2/3/2017	12844	901 S CENTRAL MAIN CANAL ACCT 50440913	10452
IMPERIAL IRRIGATION DISTRICT	513-81-813-53023-00	\$ 15,812.59	2/3/2017	12844	PUMPING PLANT ACCT 50031347	10452
IMPERIAL IRRIGATION DISTRICT	522-83-830-53023-00	\$ 13.54	2/3/2017	12844	801 W 2ND ST A ACCT 50031736	10452
IMPERIAL IRRIGATION DISTRICT	522-83-830-53023-00	\$ 66.21	2/3/2017	12844	AIRPORT LIGHTS ACCT 50031303	10452
IMPERIAL IRRIGATION DISTRICT	522-83-830-53023-00	\$ 132.04	2/3/2017	12844	801 W 2ND ST ACCT 50031612	10452
IMPERIAL IRRIGATION DISTRICT	522-83-830-53023-00	\$ 116.48	2/3/2017	12844	AIRPORT PANEL 1 -4062 ACCT 50031698	10452
IMPERIAL IRRIGATION DISTRICT	522-83-830-53023-00	\$ 50.45	2/3/2017	12844	298 W SECOND ST ACCT 50523246	10452
IMPERIAL IRRIGATION DISTRICT	522-83-830-53023-00	\$ 614.43	2/3/2017	12844	AIRPORT N-S ACCT 50031296	10452
IMPERIAL IRRIGATION DISTRICT	522-83-830-53023-00	\$ 309.20	2/3/2017	12844	801 W 2ND ST A ACCT 50031312	10452
IMPERIAL IRRIGATION DISTRICT	544-82-823-53023-00	\$ 40,662.07	2/3/2017	12844	NEW RIV & W/O AIRPORT ACCT 50031654	10452
IMPERIAL IRRIGATION DISTRICT	544-82-824-53023-00	\$ 3,339.97	2/3/2017	12844	298 ANZA RD ACCT 50031797	10452
IMPERIAL IRRIGATION DISTRICT	544-82-824-53023-00	\$ 48.25	2/3/2017	12844	PORTICO BLVD ROBINSON BLVD ACCT 50031807	10452

NAME	ACCOUNT	AMOUNT	CHECK	CHECK	DESCRIPTION	VENDO
IMPERIAL IRRIGATION DISTRICT	544-82-824-53023-00	\$ 141.30	2/3/2017	12844	900 SPUD MORENO ST LIFT PUMP-ACCT 50449878	10452
IMPERIAL IRRIGATION DISTRICT	544-82-824-53023-00	\$ 26.70	2/3/2017	12844	1251 SAPPHIRE ST SWR LIFT ACCT 50271898	10452
IMPERIAL IRRIGATION DISTRICT	544-82-824-53023-00	\$ 443.25	2/3/2017	12844	S-W CNR-MEADOW-CABAN ACCT 50031690	10452
IMPERIAL IRRIGATION DISTRICT	544-82-824-53023-00	\$ 78.18	2/3/2017	12844	298 ANZA RD ACCT 50031322	10452
IMPERIAL IRRIGATION DISTRICT	544-82-824-53023-00	\$ 37.48	2/3/2017	12844	CAMPILLO AND IMP ACCT 50031428	10452
IMPERIAL IRRIGATION DISTRICT	544-82-824-53023-00	\$ 2,526.02	2/3/2017	12844	US HIGHWAY 98 AND ANDRADE AVE ACCT 50031660	10452
IMPERIAL IRRIGATION DISTRICT	544-82-824-53023-00	\$ 29.10	2/3/2017	12844	NEW RIVER LIFT ACCT 50031334	10452
IMPERIAL IRRIGATION DISTRICT	544-82-824-53023-00	\$ 139.23	2/3/2017	12844	HWY 111 AND AA CNL ACCT 50031438	10452
IMPERIAL IRRIGATION DISTRICT	544-82-824-53023-00	\$ 41.07	2/3/2017	12844	708 HARRINGTON ST ACCT 50031623	10452
IMPERIAL IRRIGATION DISTRICT	544-82-824-53023-00	\$ 124.85	2/3/2017	12844	SCARONI AND COLE ACCT 50031412	10452
IMPERIAL IRRIGATION DISTRICT	544-82-824-53023-00	\$ 150.00	2/3/2017	12844	955 G ANAYA AVE ACCT 50222098	10452
IMPERIAL IRRIGATION DISTRICT	544-82-824-53023-00	\$ 194.28	2/3/2017	12844	100 SCARONI RD ACCT 50031425	10452
IMPERIAL IRRIGATION DISTRICT	544-82-824-53023-00	\$ 39.87	2/3/2017	12844	190I CAMACHO RD ACCT 50165069	10452
IMPERIAL IRRIGATION DISTRICT	544-82-824-53023-00	\$ 48.96	2/3/2017	12844	HEFFERNAN AVE AND 1ST ACCT 50031571	10452
IMPERIAL IRRIGATION DISTRICT	544-82-824-53023-00	\$ 26.70	2/3/2017	12844	1100 PERRY AVE A ACCT 50043253	10452
	TOTAL	\$ 106,202.66				
IMPERIAL PRINTERS	111-10-110-53017-00	\$ 81.38	2/3/2017	12845	OFFICE SUPPLIES - BUS CARDS FOR KIM	10454
IMPERIAL PRINTERS	111-10-150-53017-00	\$ 81.38	2/3/2017	12845	OFFICE SUPPLIES - BUS CARDS FOR CM	10454
IMPERIAL PRINTERS	111-10-160-53017-00	\$ 70.53	2/3/2017	12845	OFFICE SUPPLIES - BUS CARDS FOR POLICE COMM	10454
	TOTAL	\$ 233.29				
INFOSEND, INC	111-10-160-55025-00	\$ 3,116.83	2/2/2017	0	BUSL 2017 RENEWAL - INSERT, PRINT & MAIL SRVS FEE	10460
	TOTAL	\$ 3,116.83				
INTRAN SERVICES	111-10-110-55025-00	\$ 100.00	2/3/2017	12846	TRANSLATION SRVS FOR CCM 1/11/17	10473
INTRAN SERVICES	111-10-150-55025-00	\$ 100.00	2/3/2017	12846	TRANSLATION SRVS FOR CCM 1/11/17	10473
INTRAN SERVICES	931-90-803-55025-00	\$ 100.00	2/3/2017	12846	TRANSLATION SRVS FOR CCM 1/11/17	10473
	TOTAL	\$ 300.00				
IVC EOA WORK STUDY PRGM	111-20-216-55032-00	\$ 505.40	2/3/2017	12847	STUDENT PROGRAM - TRAFFIC CONTROL NOV11-DEC 2	10474
IVC EOA WORK STUDY PRGM	111-50-510-55032-00	\$ 673.55	2/2/2017	12855	LIBRARY WORK STUDY PROGRAM	10474
IVC EOA WORK STUDY PRGM	111-50-520-55032-00	\$ 235.38	2/2/2017	12855	STUDENT WORKERS	10474
	TOTAL	\$ 1,414.33				

NAME	ACCOUNT	AMOUNT	CHECK	CHECK	DESCRIPTION	VENDO
K-C WELDING & RENTALS, INC	111-40-416-53001-00	\$ 145.00	1/23/2017	12792	MATERIAL & SUPPLIES	10491
K-C WELDING & RENTALS, INC	111-40-416-53001-00	\$ 76.65	1/23/2017	12792	MATERIAL & SUPPLIES	10491
K-C WELDING & RENTALS, INC	513-81-814-53001-00	\$ 322.92	1/23/2017	12792	MATERIAL & SUPPLIES	10491
	TOTAL \$	544.57				
KOA CORPORATION	233-90-901-56000-00	\$ 25,938.24	1/26/2017	12816	CESAR CHAVEZ IMPROVEMENTS PROJECT	10497
	TOTAL \$	25,938.24				
KRONOS, INC	111-10-180-55025-00	\$ 707.62	2/2/2017		0 TIME CLOCK SERVICE FOR THE MONTH OF DEC 2016	10500
	TOTAL \$	707.62				
LEGASPI LIZEITH	111-50-510-53001-00	\$ 262.20	2/3/2017	12848	MATERIAL & SUPPLIES LIBRARY PROGRAM	10514
	TOTAL \$	262.20				
MANPOWER	236-84-840-55015-00	\$ 99.66	2/3/2017	12849	TEMP STAFFING WE 1/22/17	11171
MANPOWER	522-83-830-55015-00	\$ 930.16	2/3/2017	12849	TEMP STAFFING WE 1/22/17	11171
	TOTAL \$	1,029.82				
MATTHEW BENDER & CO.,INC	111-20-210-53019-00	\$ 153.89	1/25/2017	12805	CA PENAL CODE HDBK 2017ED W/BOOK	11294
MATTHEW BENDER & CO.,INC	111-20-210-53019-00	\$ 138.43	1/25/2017	12805	CA VEHICLE CODE HDBK 2017ED W/BOOK	11294
	TOTAL \$	292.32				
MOTOROLA SOLUTIONS, INC	111-20-210-54016-00	\$ 10,132.20	2/3/2017		0 MANDATORY RADIO SOFTWARE UPGRADE	10567
MOTOROLA SOLUTIONS, INC	111-20-210-54016-00	\$ 19,251.18	2/3/2017		0 MANDATORY RADIO SOFTWARE UPGRADE	10567
	TOTAL \$	29,383.38				
MTZ MOBILE SERVICE	111-20-250-54001-00	\$ 2,194.00	1/26/2017	12817	EQUIP REPAIRS & MAINTENANCE CHEVY EXPRESS 4500	10933
MTZ MOBILE SERVICE	111-20-250-54001-00	\$ 830.00	1/26/2017	12817	EQUIP REPAIRS & MAINTENANCE FORD F350 2012	10933
MTZ MOBILE SERVICE	111-20-250-54001-00	\$ 1,280.00	1/26/2017	12817	EQUIP REPAIRS & MAINTENANCE FORD F350 2011	10933
MTZ MOBILE SERVICE	111-20-250-54001-00	\$ 225.00	1/26/2017	12817	EQUIP REPAIRS & MAINTENANCE	10933
MTZ MOBILE SERVICE	111-20-250-54001-00	\$ 5,139.00	1/26/2017	12817	EQUIP REPAIRS & MAINTENANCE CHEVY4500 2009	10933
MTZ MOBILE SERVICE	111-20-250-54001-00	\$ 200.00	1/26/2017	12817	TOW ON SUNDAY AMBULANCE 75	10933
	TOTAL \$	9,868.00				
OSUNA JULIA	842-60-610-55505-00	\$ 170.00	2/2/2017	12836	MEAL ALLOWANCE - TRAVEL TO SACRAMENTO CDBG	10614
	TOTAL \$	170.00				

NAME	ACCOUNT	AMOUNT	CHECK	CHECK	DESCRIPTION	VENDO
PATRICK & CO	111-20-217-53001-00	\$ 253.86	2/3/2017	12850	MATERIAL & SUPPLIES - ANIMAL TAG LICENSE #6501-	10626
	TOTAL \$	253.86				
PERALTA NORMA	111-50-520-44213-00	\$ 12.00	1/25/2017	12806	REFUND ON SEWING WORKSHOP	11439
	TOTAL \$	12.00				
PINNACLE INSURANCE ADMIN	601-10-180-55038-00	\$ 33,057.71	2/3/2017	0	ADMIN FEES - FEB 2017	10645
	601-10-180-55038-00	\$ 34,832.60	2/2/2017	0	ACTIVE CLAIMS ADMIN FEE FOR JAN 2017	10645
TOTAL \$	67,890.31					
PROTECTION ONE ALARM	522-83-830-53001-00	\$ 37.89	2/3/2017	12851	MATERIAL & SUPPLIES - REPLACE BATTERY ALARM	10670
	TOTAL \$	37.89				
SHRED-IT	111-20-210-55025-00	\$ 98.40	1/25/2017	12809	PD SHREDDING SERVICES	10761
	TOTAL \$	98.40				
SINGERLEWAK LLP ATTN:	842-60-610-55001-00	\$ 300.00	2/3/2017	0	PROFESSIONAL SRVS - HOME & CDBG	11413
	TOTAL \$	300.00				
SOUTH COAST EMERGENCY	111-20-250-54001-00	\$ 13,329.09	1/26/2017	12819	EQUIP REPAIRS & MAINTENANCE	10772
	TOTAL \$	13,329.09				
STARNIK SYSTEMS, INC	111-10-162-55025-00	\$ 66.66	2/3/2017	0	ADDITIONAL STORAGE FOR JAN & FEB 2017	10792
	513-81-813-55025-00	\$ 66.67	2/3/2017	0	ADDITIONAL STORAGE FOR JAN & FEB 2017	10792
544-82-823-55025-00	\$ 66.67	2/3/2017	0	ADDITIONAL STORAGE FOR JAN & FEB 2017	10792	
TOTAL \$	200.00					
STATE BOARD OF EQUALIZATION	522-80-830-55503-00	\$ 1,245.38	1/23/2017	12799	PERMIT FEES FOR JAN - DEC 2016	10793
	TOTAL \$	1,245.38				
STAXUP STORAGE PORTICO	111-20-210-55025-00	\$ 469.92	2/3/2017	12852	RENTAL SPACE FOR DEC 2016 & JAN 2017	11423
	TOTAL \$	469.92				
STRADLING, YOCCA, CARLSON &	931-90-995-55001-00	\$ 877.50	1/23/2017	12795	LEGAL SERVICES	10800
	TOTAL \$	877.50				

NAME	ACCOUNT	AMOUNT	CHECK	CHECK	DESCRIPTION	VENDO
SUSAN G. MAYER	111-10-160-55001-00	\$ 7,023.84	2/3/2017	12853	PROFESSIONAL SERVICES	11121
	TOTAL \$	7,023.84				
SWRCB ACCOUNTING OFFICE	522-83-830-55501-00	\$ 2,866.00	2/3/2017	12854	SWRCB ANNUAL PERMIT FACILITY ID#7 13C372547	10811
	TOTAL \$	2,866.00				
TEAM ONSITE CONSULTING INC	111-10-160-55015-00	\$ 1,273.80	1/25/2017		0 TEMP STAFFING WE 1/15/17	11401
TEAM ONSITE CONSULTING INC	111-10-160-55015-00	\$ 1,194.19	1/25/2017		0 TEMP STAFFING WE 1/22/17	11401
TEAM ONSITE CONSULTING INC	231-40-413-55015-00	\$ 278.40	1/25/2017		0 TEMP STAFFING WE 1/15/17	11401
TEAM ONSITE CONSULTING INC	231-40-413-55015-00	\$ 261.00	1/25/2017		0 TEMP STAFFING WE 1/22/17	11401
TEAM ONSITE CONSULTING INC	513-81-814-55015-00	\$ 278.40	1/25/2017		0 TEMP STAFFING WE 1/15/17	11401
TEAM ONSITE CONSULTING INC	513-81-814-55015-00	\$ 261.00	1/25/2017		0 TEMP STAFFING WE 1/22/17	11401
TEAM ONSITE CONSULTING INC	544-82-824-55015-00	\$ 261.00	1/25/2017		0 TEMP STAFFING WE 1/22/17	11401
TEAM ONSITE CONSULTING INC	544-82-824-55015-00	\$ 278.40	1/25/2017		0 TEMP STAFFING WE 1/15/17	11401
	TOTAL \$	4,086.19				
THATCHER COMPANY OF CA	513-81-813-53012-00	\$ 3,105.60	2/3/2017	12855	CHEMICALS	10818
	TOTAL \$	3,105.60				
THE SAN DIEGO UNION TRIBUNE	111-50-510-53019-00	\$ 274.38	1/25/2017	12810	YEARLY SUBSCRIPTION UNTIL 2/09/18	10828
	TOTAL \$	274.38				
TIME WARNER CABLE	111-20-210-55500-00	\$ 14.52	1/25/2017	12811	CABLE SERVICE PERIOD 1/16/17 - 2/15/17	10830
	TOTAL \$	14.52				
TIRES & WHEELS OF AMERICA	111-20-210-53011-00	\$ 194.91	1/25/2017	12812	VEHICLE PARTS AND EQUIPMENT	10831
TIRES & WHEELS OF AMERICA	111-20-250-54001-00	\$ 163.01	1/25/2017	12812	EQUIPMENT REPAIRS AND MAINTENANCE	10831
TIRES & WHEELS OF AMERICA	111-20-250-54001-00	\$ 767.76	1/25/2017	12812	EQUIPMENT REPAIRS AND MAINTENANCE	10831
TIRES & WHEELS OF AMERICA	111-30-330-53011-00	\$ 17.00	1/25/2017	12812	VEHICLE PARTS AND EQUIPMENT	10831
TIRES & WHEELS OF AMERICA	111-30-330-53011-00	\$ 267.05	1/25/2017	12812	VEHICLE PARTS AND EQUIPMENT	10831
TIRES & WHEELS OF AMERICA	513-81-813-53011-00	\$ 85.43	1/25/2017	12812	VEHICLE PARTS AND EQUIPMENT	10831
TIRES & WHEELS OF AMERICA	544-82-823-53011-00	\$ 604.17	1/25/2017	12812	VEHICLE PARTS AND EQUIPMENT	10831
TIRES & WHEELS OF AMERICA	544-82-824-53011-00	\$ 89.95	1/25/2017	12812	VEHICLE PARTS AND EQUIPMENT	10831
	TOTAL \$	2,189.28				

NAME	ACCOUNT	AMOUNT	CHECK	CHECK	DESCRIPTION	VENDO
UNIFIRST CORPORATION	111-20-210-53001-00	\$ 61.42	1/25/2017		0 MATERIAL AND SUPPLIES	10848
UNIFIRST CORPORATION	111-20-210-53001-00	\$ 61.42	1/25/2017		0 MATERIAL AND SUPPLIES	10848
UNIFIRST CORPORATION	111-20-216-53001-00	\$ 19.74	1/25/2017		0 MATERIAL AND SUPPLIES	10848
UNIFIRST CORPORATION	111-20-216-53001-00	\$ 12.12	1/25/2017		0 MATERIAL AND SUPPLIES	10848
UNIFIRST CORPORATION	111-20-216-53001-00	\$ 19.74	1/25/2017		0 MATERIAL AND SUPPLIES	10848
UNIFIRST CORPORATION	111-20-216-53001-00	\$ 12.12	1/25/2017		0 MATERIAL AND SUPPLIES	10848
UNIFIRST CORPORATION	111-20-216-53010-00	\$ 140.55	1/25/2017		0 UNIFORM CLEANING	10848
UNIFIRST CORPORATION	111-20-216-53010-00	\$ 297.33	1/25/2017		0 UNIFORM CLEANING	10848
UNIFIRST CORPORATION	111-20-216-53010-00	\$ 149.79	1/25/2017		0 UNIFORM AND CLEANING	10848
UNIFIRST CORPORATION	111-20-216-53010-00	\$ 140.89	1/25/2017		0 UNIFORM CLEANING	10848
	TOTAL \$	\$ 915.12				
URBAN FUTURES, INC	931-90-995-55001-00	\$ 337.50	1/23/2017		12796 CONSULTING SRVS FOR OCT 2016	10854
	TOTAL \$	\$ 337.50				
VALLEY PETROLEUM	522-83-830-55025-00	\$ 150.00	2/3/2017		12856 UNDERGROUND STORAGE - DEC 2016	10864
	TOTAL \$	\$ 150.00				
VERIZON WIRELESS	111-20-210-55511-00	\$ 666.40	1/25/2017		12813 CELL PHONE SERVICE - 12/7/16 - 01/06/17	10872
	TOTAL \$	\$ 666.40				
WAL-MART COMMUNITY	111-10-110-53017-00	\$ 28.05	2/2/2017		12837 OFFICE SUPPLIES	10883
WAL-MART COMMUNITY	111-10-110-53017-00	\$ 37.42	2/2/2017		12837 OFFICE SUPPLIES	10883
WAL-MART COMMUNITY	111-10-180-55020-00	\$ 67.70	2/2/2017		12837 COMMUNITY PROMOTIONS	10883
WAL-MART COMMUNITY	222-50-510-53001-00	\$ 255.54	2/2/2017		12837 MATERIALS & SUPPLIES	10883
WAL-MART COMMUNITY	222-50-520-53001-10	\$ 16.58	2/2/2017		12837 MATERIALS & SUPPLIES	10883
WAL-MART COMMUNITY	222-50-520-53001-10	\$ 77.53	2/2/2017		12837 MATERIALS & SUPPLIES	10883
WAL-MART COMMUNITY	222-50-520-53029-00	\$ 204.20	2/2/2017		12837 RECREATION PROGRAM - NEW YEARS DANCE	10883
WAL-MART COMMUNITY	513-81-813-53030-00	\$ 536.62	2/2/2017		12837 CLEANING SUPPLIES	10883
	TOTAL \$	\$ 1,223.64				
WITTMAN ENTERPRISES, LLC	111-20-250-55024-00	\$ 2,987.84	1/26/2017		12820 AMBULANCE BILLING FOR THE MONTH OF OCT 2016	10896
WITTMAN ENTERPRISES, LLC	111-20-250-55024-00	\$ 4,011.12	1/26/2017		12820 AMBULANCE BILLING FOR THE MONTH OF NOV 2016	10896
	TOTAL \$	\$ 6,998.96				

NAME	ACCOUNT	AMOUNT	CHECK	CHECK	DESCRIPTION	VENDO
TOTAL GENERAL FUND ACCOUNTS	\$	112,603.80				
TOTAL OTHER FUND ACCOUNTS	\$	395,264.69				
TOTAL GENERAL FUND & OTHER	\$	507,868.49				

# Payroll

## Pay Type Register



User: sfonseca  
 Printed: 02/06/2017 - 8:31AM  
 Check Date Range: 01/21/2017 to 02/03/2017  
 Period Date Range: All  
 Batch Info: All  
 Pay Types:

A, ADJ, AL, AS, AW, B, BL, BN, BV, C, CB, CE, CNF, COP, CT, D, DAP, DP, DT, EDU, F, FL, FLAT, FR, FRT, FTO, H, HAZ, HL, HR, J, JD, JOP, LD, LNG, LV, LVM, ME, MIP, MOP, NDP, NS, O, OC, OCT, OH, OSA, OSP, OT, OTS, P, PIP, PMD, POS, R, RNP, S, SAL, SB, SC, SFC, SGV, SHR, SK, SLD, SLV, SML, SOF, SOH, SOJ, SOT, SP, SPC, SSC, SSW,

Department	Pay Type	Description	Hours	Amount
<b>C MNGR</b>				
	C	Comp Time Taken FLSA/	4.75	116.50
	CE	Comp Time Earned	3.33	0.00
	CNF	Confidential Pay	0.00	216.85
	COP	Computer Operations	0.00	102.08
	EDU	Education Incentive	0.00	88.30
	FR	Furlough	-24.00	-574.80
	FRT	Furlough Taken	24.00	574.80
	H	Holiday FLSA Included	24.00	574.80
	HL	Holiday	17.00	1,087.37
	LNG	Longevity	0.00	212.76
	ME	Misc Expense	0.00	258.46
	NS	Non-Scheduled Hours	9.25	224.71
	O	FLSA Overtime	12.50	538.66
	OC	Out of Class	0.00	90.00
	OTS	Overtime Special	0.00	59.62
	P	Permanent	329.50	13,446.17
	TUP	Temporary Upgrade	0.00	209.00
	V	Vacation FLSA Included	0.75	18.39
		<b>Department Total</b>	<b>401.08</b>	<b>17,243.67</b>
<b>COUNCIL</b>				
	ME	Misc Expense	0.00	320.00
	P	Permanent	4.00	3,025.00
	SC	Salary Reduction	0.00	-756.25
		<b>Department Total</b>	<b>4.00</b>	<b>2,588.75</b>
<b>DVLPMNT</b>				
	CNF	Confidential Pay	0.00	69.60
	FR	Furlough	-56.00	-1,558.70
	FRT	Furlough Taken	56.00	1,558.70
	H	Holiday FLSA Included	48.00	1,287.96
	HL	Holiday	8.00	270.74
	LNG	Longevity	0.00	479.58
	LV	MD Leave FLSA Includ	3.50	81.78
	ME	Misc Expense	0.00	36.92
	MIP	Management Incentive	0.00	73.10
	NS	Non-Scheduled Hours	0.50	14.96
	O	FLSA Overtime	1.25	54.95
	OSA	Off Salary Schedule	0.00	121.84
	OTS	Overtime Special	0.00	1.33

Department	Pay Type	Description	Hours	Amount
	P	Permanent	398.00	11,224.79
	S	Sick FLSA Included	32.00	747.74
	V	Vacation FLSA Included	14.50	415.24
		<b>Department Total</b>	<b>505.75</b>	<b>14,880.53</b>
<b>FINANCE</b>				
	C	Comp Time Taken FLSA/	8.00	146.03
	CE	Comp Time Earned	6.25	0.00
	CNF	Confidential Pay	0.00	141.38
	FR	Furlough	-40.00	-819.63
	FRT	Furlough Taken	40.00	819.63
	H	Holiday FLSA Included	40.00	819.63
	HL	Holiday	9.00	441.13
	LNG	Longevity	0.00	251.20
	NS	Non-Scheduled Hours	5.75	130.98
	O	FLSA Overtime	11.75	431.29
	OC	Out of Class	0.00	80.00
	OSA	Off Salary Schedule	0.00	65.71
	OTS	Overtime Special	0.00	12.88
	P	Permanent	353.00	9,115.03
	S	Sick FLSA Included	5.75	141.02
	TUP	Temporary Upgrade	0.00	188.85
	V	Vacation FLSA Included	20.25	438.90
	VC	Vacation	4.00	196.06
		<b>Department Total</b>	<b>463.75</b>	<b>12,600.09</b>
<b>FIRE</b>				
	C	Comp Time Taken FLSA/	8.00	196.21
	CE	Comp Time Earned	59.39	0.00
	CNF	Confidential Pay	0.00	69.60
	EDU	Education Incentive	0.00	1,945.08
	FL	Floating Holiday	96.00	1,769.54
	FR	Furlough	-8.00	-196.21
	FRT	Furlough Taken	8.00	196.21
	H	Holiday FLSA Included	8.00	196.21
	HAZ	Hazmat Pay	0.00	547.02
	HL	Holiday	8.00	477.75
	LNG	Longevity	0.00	377.77
	ME	Misc Expense	0.00	36.92
	OTS	Overtime Special	0.00	543.67
	P	Permanent	56.00	1,373.46
	PMD	Paramedic Pay	0.00	3,157.30
	R	Retro	2.00	135.19
	SAL	SF Admn Leave	120.00	2,065.64
	SK	Sick	35.25	697.98
	SOF	Fire FLSA Overtime	703.75	7,060.39
	SP	SF Permanent	2,901.75	61,548.84
	VC	Vacation	192.00	3,630.88
		<b>Department Total</b>	<b>4,190.14</b>	<b>85,829.45</b>
<b>H-E DIV</b>				
	C	Comp Time Taken FLSA/	0.25	6.45
	CE	Comp Time Earned	1.78	0.00

Department	Pay Type	Description	Hours	Amount
	CNF	Confidential Pay	0.00	69.60
	FR	Furlough	-24.00	-769.70
	FRT	Furlough Taken	24.00	769.70
	H	Holiday FLSA Included	16.00	423.13
	HL	Holiday	8.00	346.57
	LNG	Longevity	0.00	156.80
	ME	Misc Expense	0.00	36.92
	P	Permanent	190.25	6,086.14
	VC	Vacation	1.50	64.98
<b>Department Total</b>			<b>217.78</b>	<b>7,190.59</b>

**LIBRARY**

	A	Admn Taken	4.00	186.61
	CNF	Confidential Pay	0.00	69.60
	EDU	Education Incentive	0.00	176.59
	F	Floating Holiday FLSA	16.00	328.51
	FR	Furlough	-40.00	-874.36
	FRT	Furlough Taken	40.00	874.36
	H	Holiday FLSA Included	24.00	451.36
	HL	Holiday	25.00	842.87
	LNG	Longevity	0.00	219.68
	ME	Misc Expense	0.00	36.92
	OSA	Off Salary Schedule	0.00	108.42
	P	Permanent	310.00	8,733.77
	SK	Sick	2.00	52.88
	VC	Vacation	3.00	79.31
<b>Department Total</b>			<b>384.00</b>	<b>11,286.52</b>

**POLICE**

	B	Bereavement FLSA Incl	8.00	153.43
	BL	Bilingual	0.00	244.00
	C	Comp Time Taken FLSA	20.00	788.32
	CB	Callback	8.00	235.89
	CE	Comp Time Earned	4.50	0.00
	DP	Differential Pay	214.50	308.53
	EDU	Education Incentive	0.00	760.30
	F	Floating Holiday FLSA	15.00	477.35
	FR	Furlough	-104.00	-2,477.21
	FRT	Furlough Taken	104.00	2,477.21
	FTO	FTO School	0.00	171.99
	H	Holiday FLSA Included	32.00	660.33
	HL	Holiday	33.00	1,390.08
	HR	Regular Holiday	24.00	456.72
	LNG	Longevity	0.00	776.00
	NS	Non-Scheduled Hours	40.00	767.15
	O	FLSA Overtime	24.50	783.17
	OH	Holiday Overtime	32.00	920.56
	OTS	Overtime Special	0.00	747.77
	P	Permanent	638.00	12,596.61
	PIP	Police Investigator	0.00	140.92
	POS	Peace Officer Certificate	0.00	6,914.83
	S	Sick FLSA Included	94.25	2,023.84
	SAL	SF Admn Leave	36.00	1,679.47
	SGV	Safety Graveyard	527.75	1,258.00
	SML	SF Military Leave	80.00	2,798.81

Department	Pay Type	Description	Hours	Amount
	SOJ	SF Permanent	80.00	2,798.81
	SOT	SF Overtime	123.75	7,402.55
	SP	SF Permanent	1,236.50	45,244.86
	SSC	SF Officer Charge	0.00	170.00
	SSW	Safety Swing	626.00	659.80
	TRM	Training	24.00	1,119.65
	TUP	Temporary Upgrade	0.00	92.00
	V	Vacation FLSA Included	287.25	8,752.42
	XCS	Comp Time Safety Pay (	150.00	5,247.77
	XFS	Floating Holiday Safe P:	24.00	839.64
	XSS	Sick Safety Pay Off	86.67	3,032.16
	XVS	Vacation Safe Pay Off	422.02	14,764.41
<b>Department Total</b>			<b>4,891.69</b>	<b>127,178.14</b>

**PUB WRKS**

A	Admn Taken	21.00	1,283.15	
DP	Differential Pay	67.00	96.20	
EDU	Education Incentive	0.00	231.92	
F	Floating Holiday FLSA	7.00	171.85	
FR	Furlough	-88.00	-1,907.53	
FRT	Furlough Taken	88.00	1,907.53	
H	Holiday FLSA Included	80.00	1,649.84	
HL	Holiday	17.00	850.95	
LNG	Longevity	0.00	548.68	
LV	MD Leave FLSA Includ	15.00	307.27	
ME	Misc Expense	0.00	36.92	
NS	Non-Scheduled Hours	6.75	101.13	
O	FLSA Overtime	5.25	135.79	
OC	Out of Class	0.00	70.00	
OSA	Off Salary Schedule	0.00	27.54	
OTS	Overtime Special	0.00	1.40	
P	Permanent	650.00	16,482.06	
S	Sick FLSA Included	10.67	220.37	
TUP	Temporary Upgrade	0.00	161.60	
V	Vacation FLSA Included	26.00	539.47	
<b>Department Total</b>			<b>905.67</b>	<b>22,916.14</b>

**RCRTION**

C	Comp Time Taken FLSA/	6.50	144.50	
CE	Comp Time Earned	11.00	0.00	
FR	Furlough	-24.00	-520.93	
FRT	Furlough Taken	24.00	520.93	
H	Holiday FLSA Included	24.00	520.93	
LNG	Longevity	0.00	156.80	
P	Permanent	185.50	4,022.94	
<b>Department Total</b>			<b>227.00</b>	<b>4,845.17</b>

**WASTE**

BV	Bereavement	10.00	149.82
CB	Callback	7.75	217.19
CE	Comp Time Earned	43.50	0.00
CT	Comp Time	18.25	535.15
DP	Differential Pay	4.50	8.45

Department	Pay Type	Description	Hours	Amount
	DT	Double Time	3.00	147.25
	FL	Floating Holiday	16.00	366.52
	FR	Furlough	-16.00	-302.24
	FRT	Furlough Taken	16.00	302.24
	H	Holiday FLSA Included	8.00	182.38
	HL	Holiday	74.00	2,249.76
	LD	Light Duty	64.00	1,459.01
	LNG	Longevity	0.00	559.11
	NS	Non-Scheduled Hours	21.75	576.98
	O	FLSA Overtime	16.75	858.95
	OCT	Overtime Comp PO	2.00	58.65
	OH	Holiday Overtime	11.00	464.58
	OSA	Off Salary Schedule	0.00	59.92
	OTS	Overtime Special	0.00	118.57
	P	Permanent	560.25	17,182.72
	SB	Stand-By	72.00	1,880.30
	SK	Sick	5.75	141.84
	VC	Vacation	31.75	862.56
	WC	Water Certification	0.00	954.53
		<b>Department Total</b>	<b>970.25</b>	<b>29,034.24</b>

WATER

	B	Bereavement FLSA Incl	15.00	224.73
	CB	Callback	8.25	283.48
	CE	Comp Time Earned	6.00	0.00
	DP	Differential Pay	187.00	403.41
	DT	Double Time	6.00	274.88
	EDU	Education Incentive	0.00	123.62
	FR	Furlough	-16.00	-320.40
	FRT	Furlough Taken	16.00	320.40
	H	Holiday FLSA Included	24.00	440.26
	HL	Holiday	66.00	2,089.24
	HR	Regular Holiday	24.00	704.18
	JD	Jury Duty	8.00	183.26
	LD	Light Duty	66.00	2,830.96
	LNG	Longevity	0.00	401.87
	LVM	MD Leave	5.00	214.47
	NS	Non-Scheduled Hours	7.50	173.62
	O	FLSA Overtime	50.00	2,440.73
	OH	Holiday Overtime	24.00	1,056.26
	OSA	Off Salary Schedule	0.00	64.11
	OTS	Overtime Special	0.00	254.26
	P	Permanent	722.00	19,526.64
	S	Sick FLSA Included	5.00	74.91
	SB	Stand-By	54.00	1,352.79
	V	Vacation FLSA Included	28.25	592.85
	WC	Water Certification	0.00	1,692.99
		<b>Department Total</b>	<b>1,306.00</b>	<b>35,403.52</b>
		<b>Report Total</b>	<b>14,467.11</b>	<b>370,996.81</b>

# Payroll

## Deduction Register - Totals Only



User: sfonseca  
 Printed: 2/6/2017 - 8:28 AM  
 Check Date Range: 01/21/2017 to 02/03/2017  
 Period End Range: All  
 Batch Info: All  
 Deductions: FICAR, FLEXR, H-EPOR, H-LIFR, H-PPOR, H-PTR, ICMAR, MEDIR, P-PEPM, P-PPFR, P-PPMR, P-PPS, P-PPSR, P-PSFR, P-PSMR, P-PSS, P-PSSR, P-PSTM, SUI, VA-CAR, V-AHR, VA-ICR, VA-SER, VA-STR, VC-ACR, VC-CAR, VC-CRR, VC-ICR, VC-STR, VC-TLR, VC-ULR, VC-WLR, V-LSR, WCTotals Only

	Amount
FICAR: FICA Employer Portion	10,708.98
FLEXR: Flex Plan Emplr Portion	85.90
H-EPOR: Health EPO	50,018.79
H-LIFR: Life Insurance	477.26
H-PPOR: Health PPO	14,728.47
H-PTR: Health PT	38.26
ICMAR: Def Comp Plan - Emplr Allow	723.77
MEDIR: Medicare Employer Portion	5,017.86
P-PEPM: Pers Pepra Misc Emp Portion	71.46
P-PPMR: Pers Pepra Misc Emplr Portion	281.53
P-PPSR: Pers Pepra Safety Emplr Prtion	307.44
P-PSFR: Pers Post Fire Emplr Portion	728.30
P-PSMR: Pers Post Misc Emplr Portion	17,279.72
P-PSS: Pers Post Safety Emp Portion	6,328.66
P-PSSR: Pers Post Safety Emplr Portion	21,387.46
P-PSTM: Pers Post Misc Emp Portion	4,090.72
SUI: State Unemployment Insurance	6,779.52
VA-CAR: Aflac Cancer - Emp Allowance	43.99
VA-ICR: Aflac Intensive Care - Emp All	13.46
VA-SER: Aflac Specif Event - Emp Allow	7.69
VA-STR: Aflac Short Term - Emp Allow	22.71
VC-ACR: Colonial Accidental - Emp Allo	67.86
VC-CAR: Colonial Cancer - Emp Allowanc	61.20
VC-CRR: Colonial Criticalill - Emp All	26.95
VC-STR: Colonial Short Term - Emp Allo	63.08
VC-TLR: Colonial T Life - Emplr Allow	62.40
VC-ULR: Colonial U Life - Emplr Allow	7.69
WC: Workers Comp	21,593.99

Amount

Report Total:

161,025.12

**AGENDA  
ITEM**

**6**

Item No. 6

Department of Alcoholic Beverage Control

State of California

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)

ABC 211 (6/99)

TO: Department of Alcoholic Beverage Control
34-160 GATEWAY DR.
STE 120
PALM DESERT, CA 92211
(760) 324-2027

File Number: 578131
Receipt Number: 2407591
Geographical Code: 1302
Copies Mailed Date: January 25, 2017
Issued Date:



DISTRICT SERVING LOCATION: PALM DESERT
First Owner: LARA, ANDREA
Name of Business: DOWNTOWN CAFE
Location of Business: 18 E 2ND ST
CALEXICO, CA 92231-2618

County: IMPERIAL

Is Premise inside city limits? Yes Census Tract 0121.00

Mailing Address:
(If different from
premises address)

Type of license(s): 41

Transferor's license/name:

Dropping Partner: Yes No

Table with columns: License Type, Transaction Type, Fee Type, Master, Dup, Date, Fee. Rows include ANNUAL FEE, ORIGINAL FEES, FEDERAL FINGERPRINTS, STATE FINGERPRINTS, and a Total row.

Have you ever been convicted of a felony? No

Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? No

Explain any "Yes" answer to the above questions on an attachment which shall be deemed part of this application.

Applicant agrees (a) that any manager employed in an on-sale licensed premises will have all the qualifications of a licensee, and (b) that he will not violate or cause or permit to be violated any of the provisions of the Alcoholic Beverage Control Act.

STATE OF CALIFORNIA County of IMPERIAL

Date: January 25, 2017

Under penalty of perjury, each person whose signature appears below, certifies and says: (1) He is an applicant, or one of the applicants, or an executive officer of the applicant corporation, named in the foregoing application, duly authorized to make this application on its behalf; (2) that he has read the foregoing and knows the contents thereof and that each of the above statements therein made are true; (3) that no person other than the applicant or applicants has any direct or indirect interest in the applicant or applicant's business to be conducted under the license(s) for which this application is made; (4) that the transfer application or proposed transfer is not made to satisfy the payment of a loan or to fulfill an agreement entered into more than ninety (90) days preceding the day on which the transfer application is filed with the Department or to gain or establish a preference to or for any creditor or transferor or to defraud or injure any creditor of transferor; (5) that the transfer application may be withdrawn by either the applicant or the licensee with no resulting liability to the Department.

Effective July 1, 2012, Revenue and Taxation Code Section 7057, authorizes the State Board of Equalization and the Franchise Tax Board to share taxpayer information with Department of Alcoholic Beverage Control. The Department may suspend, revoke, and refuse to issue a license if the licensee's name appears in the 500 largest tax delinquencies list. (Business and Professions Code Section 494.5.)

Applicant Name(s)

Applicant Signature(s)

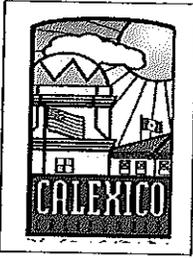
LARA, ANDREA

See 211 Signature Page

MORENO, REYNA ISABEL

**AGENDA  
ITEM**

**7**



# AGENDA STAFF REPORT

**DATE:** February 15, 2017

**TO:** Mayor and City Council

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

**PREPARED BY:** Carlos Campos, Interim City Attorney

**SUBJECT:** Second Reading and Adopt Ordinance No. 1175 - An Ordinance of the City Council of the City of Calexico, California Amending Chapter 5.96 Regarding Regulatory Permits for Cannabis Cultivation, Manufacturing, and Distributing.

=====

## Recommendation:

City Council approve Ordinance No. 1175, An Ordinance of the City Council of the City of Calexico, California Amending Chapter 5.96 Regarding Regulatory Permits for Cannabis Cultivation, Manufacturing, and Distributing.

## Background:

In 1996, the voters of the State of California approved Proposition 215 (codified as Health & Safety Code Section 11362.5 *et seq.* and entitled "The Compassionate Use Act of 1996"). The intent of Proposition 215 was to enable seriously ill Californians to legally possess, use, and cultivate cannabis for medical use under state law. In 2003, the California Legislature adopted SB 420, the Medical Marijuana Program ("MMP"), codified as Health and Safety Code Section 11362.7 *et seq.*, which permits qualified patients and their primary caregivers to associate collectively or cooperatively to cultivate cannabis for medical purposes without being subject to criminal prosecution under the Penal Code. Neither the Compassionate Use Act ("CUA") nor the MMP require nor impose an affirmative duty or mandate upon local governments to allow, authorize, or sanction the establishment of facilities that cultivate or process medical cannabis within its jurisdiction.

In May 2013, the California Supreme Court issued its decision in *City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc.* (2013) 56 Cal. 4th 729, holding that cities have the authority to regulate or ban outright medical cannabis land uses. However, under the Federal Controlled Substances Act, codified in 21 U.S.C. Section 801



*et seq.*, the use, possession, and cultivation of cannabis are unlawful and subject to federal prosecution without regard to a claimed medical need.

On October 9, 2015, Governor Jerry Brown signed the "Medical Cannabis Regulation and Safety Act" ("MCRSA") into law which became effective January 1, 2016 and contains provisions which allow for local governments to regulate licenses and certain activities thereunder. MCRSA contains a provision which sets forth that the State shall become the sole authority for regulation under certain parts of the MCRSA, unless local governments have "land use regulations or ordinances regulating or prohibiting the cultivation of cannabis..." (Health and Safety Code §11362.777(c)(4)).

On November 8, 2016, California adopted, through ballot initiative, the Control, Regulate, and Tax Adult Use of Marijuana Act ("AUMA") to regulate the personal, medical, and commercial use of marijuana pursuant to local authority preserved in the AUMA; AUMA would make it lawful for those individuals to "possess, plant, cultivate, harvest, dry, or process not more than six living marijuana plants and possess the marijuana produced by the plants; AUMA would authorize cities to "reasonably regulate" without completely prohibiting cultivation of marijuana inside a private residence or inside an "accessory structure to a private residence located upon the grounds of a private residence that is fully enclosed and secure". When AUMA passed, many of its provisions took effect on November 9, 2016, including the ability to cultivate marijuana inside a private residence or accessory structure.

Several California cities have reported negative impacts of cannabis distribution and delivery uses, including illegal sales and distribution of cannabis, trespassing, theft, violent robberies and robbery attempts. Outdoor cultivation of cannabis plants can produce a strong odor, and detectable far beyond property boundaries and without regulation, the indoor cultivation and manufacturing of cannabis and subsequent testing, distribution, and transportation has potential adverse effects to the health and safety of the occupants; including structural damage to the building due to increased moisture and excessive mold growth which can occur and can pose a risk of fire and electrocution; additionally, the use of pesticides and fertilizers can lead to chemical contamination within the structure, and adequate security is necessary.

#### **Discussion:**

Staff is requesting that the City Council consider the attached Ordinance amending Chapter 5.96 regarding Regulatory Permits for Cannabis Cultivation, Manufacturing and distributing based on the experiences of other cities, these negative effects on the public health, safety, and welfare are likely to occur, and continue to occur, in the City due to the establishment and operation of cannabis distribution uses and unregulated medical cannabis cultivation facilities. Based on the findings above, the potential establishment of cannabis dispensaries, mobile dispensaries, and unregulated cannabis cultivation facilities in the City and poses a current and immediate threat to the public health, safety and welfare in the City due to the negative land use and other impacts of such uses as described above.

The issuance or approval of business licenses, subdivisions, use permits, variances, building permits, or any other applicable entitlement for cannabis dispensaries and delivery of cannabis will result in the aforementioned threat to public health, safety, or welfare. The regulatory requirement imposed upon issuance or approval of conditional use permits and regulatory permits for cannabis cultivation, manufacturing, distribution, testing, and transportation facilities will combat any potential threat to public health, safety, or welfare.

The City intends to adopt a new Chapter under Title 5, Business Licenses and Regulations, establishing a regulatory permit scheme for cannabis cultivation, manufacturing, distribution, testing, and transportation facilities and the City Council conducted a properly noticed public hearing on January 25, 2017 at which members of the public were afforded an opportunity to comment on this Ordinance, the recommendations of staff, and public testimony.

Therefore the Council is considering adoption of the foregoing recitals as its findings in support of the following regulations and further finds that the following regulations are necessary and appropriate to protect the health, safety and welfare of the residents and businesses of Calexico from the identified adverse impacts of cannabis cultivation, processing, dispensing, delivery, and distribution within the City limits.

The Council wishes to Amend to the Calexico Municipal Code, Chapter 5.96 in its entirety and finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

City Council introduced and waived first reading of Ordinance No. 1175 at the meeting of January 25, 2017.

**Attachment:**

1. Ordinance No. 1175 - An Ordinance of the City Council of the City of Calexico, California Amending Chapter 5.96 Regarding Regulatory Permits for Cannabis Cultivation, Manufacturing, and Distributing.
2. Exhibit A – Draft Ordinance of the City Council of the City of Calexico, California Amending Chapter 17, Article X Regarding Cannabis Cultivation, Manufacturing, and Distributing.

**ORDINANCE NO. 1175**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
CALEXICO, CALIFORNIA AMENDING CHAPTER 5.96  
REGARDING REGULATORY PERMITS FOR CANNABIS  
CULTIVATION, MANUFACTURING, AND DISTRIBUTING.**

**WHEREAS**, in 1996, the voters of the State of California approved Proposition 215 (codified as Health & Safety Code Section 11362.5 *et seq.* and entitled "The Compassionate Use Act of 1996"); and,

**WHEREAS**, the intent of Proposition 215 was to enable seriously ill Californians to legally possess, use, and cultivate cannabis for medical use under state law; and,

**WHEREAS**, in 2003, the California Legislature adopted SB 420, the Medical Marijuana Program ("MMP"), codified as Health and Safety Code Section 11362.7 *et seq.*, which permits qualified patients and their primary caregivers to associate collectively or cooperatively to cultivate cannabis for medical purposes without being subject to criminal prosecution under the Penal Code; and,

**WHEREAS**, neither the Compassionate Use Act ("CUA") nor the MMP require nor impose an affirmative duty or mandate upon local governments to allow, authorize, or sanction the establishment of facilities that cultivate or process medical cannabis within its jurisdiction; and,

**WHEREAS**, in May 2013, the California Supreme Court issued its decision in *City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc.* (2013) 56 Cal. 4th 729, holding that cities have the authority to regulate or ban outright medical cannabis land uses; and,

**WHEREAS**, under the Federal Controlled Substances Act, codified in 21 U.S.C. Section 801 *et seq.*, the use, possession, and cultivation of cannabis are unlawful and subject to federal prosecution without regard to a claimed medical need; and

**WHEREAS**, on October 9, 2015, Governor Jerry Brown signed the "Medical Cannabis Regulation and Safety Act" ("MCRSA") into law; and,

**WHEREAS**, the Act became effective January 1, 2016 and contains provisions which allow for local governments to regulate licenses and certain activities thereunder; and,

**WHEREAS**, MCRSA contains a provision which sets forth that the State shall become the sole authority for regulation under certain parts of the MCRSA, unless local governments have "land use regulations or ordinances regulating or prohibiting the cultivation of cannabis..." (Health and Safety Code §11362.777(c)(4)); and,

**WHEREAS**, California has adopted, through ballot initiative, the Control, Regulate, and Tax Adult Use of Marijuana Act (“AUMA”) to regulate the personal, medical, and commercial use of marijuana pursuant to local authority preserved in the AUMA; and

**WHEREAS**, the AUMA would make it lawful for those individuals to “possess, plant, cultivate, harvest, dry, or process not more than six living marijuana plants and possess the marijuana produced by the plants; and

**WHEREAS**, the AUMA would authorize cities to “reasonably regulate” without completely prohibiting cultivation of marijuana inside a private residence or inside an “accessory structure to a private residence located upon the grounds of a private residence that is fully enclosed and secure”; and

**WHEREAS**, when AUMA passed, many of its provisions took effect on November 9, 2016, including the ability to cultivate marijuana inside a private residence or accessory structure; and

**WHEREAS**, several California cities have reported negative impacts of cannabis distribution and delivery uses, including illegal sales and distribution of cannabis, trespassing, theft, violent robberies and robbery attempts; and,

**WHEREAS**, outdoor cultivation of cannabis plants can produce a strong odor, and detectable far beyond property boundaries; and,

**WHEREAS**, without regulation, the indoor cultivation and manufacturing of cannabis and subsequent testing, distribution, and transportation has potential adverse effects to the health and safety of the occupants; including structural damage to the building due to increased moisture and excessive mold growth which can occur and can pose a risk of fire and electrocution; additionally, the use of pesticides and fertilizers can lead to chemical contamination within the structure, and adequate security is necessary; and,

**WHEREAS**, based on the experiences of other cities, these negative effects on the public health, safety, and welfare are likely to occur, and continue to occur, in the City due to the establishment and operation of cannabis distribution uses and unregulated medical cannabis cultivation facilities; and,

**WHEREAS**, based on the findings above, the potential establishment of cannabis dispensaries, mobile dispensaries, and unregulated cannabis cultivation facilities in the City and poses a current and immediate threat to the public health, safety and welfare in the City due to the negative land use and other impacts of such uses as described above; and,

**WHEREAS**, the issuance or approval of business licenses, subdivisions, use permits, variances, building permits, or any other applicable entitlement for cannabis dispensaries and delivery of cannabis will result in the aforementioned threat to public health, safety, or welfare;

and,

**WHEREAS**, the regulatory requirement imposed upon issuance or approval of conditional use permits and regulatory permits for cannabis cultivation, manufacturing, distribution, testing, and transportation facilities will combat any potential threat to public health, safety, or welfare; and

**WHEREAS**, the City intends to adopt a new Chapter under Title 5, Business Licenses and Regulations, establishing a regulatory permit scheme for cannabis cultivation, manufacturing, distribution, testing, and transportation facilities; and

**WHEREAS**, the City Council conducted a properly noticed public hearing on January 25, 2017 at which members of the public were afforded an opportunity to comment on this Ordinance, the recommendations of staff, and public testimony.

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

**SECTION 1. Incorporation of Recitals.** The City Council hereby adopts the foregoing recitals as its findings in support of the following regulations and further finds that the following regulations are necessary and appropriate to protect the health, safety and welfare of the residents and businesses of Calexico from the identified adverse impacts of cannabis cultivation, processing, dispensing, delivery, and distribution within the City limits.

**SECTION 2. Amendment to the Calexico Municipal Code.** Chapter 5.96 of the Calexico Municipal Code is hereby amended in its entirety, to read as follows:

**“Chapter 15.96. – Cannabis Uses.**

**5.96.010 - Purpose and intent.**

Cannabis cultivation, manufacturing, distribution, testing, or transportation facilities shall be permitted, in accordance with the criteria and procedures set forth in this code, upon application and approval of a regulatory permit pertaining to the operation of the facility. Prior to obtaining a regulatory permit under this chapter, all applicants must obtain and maintain a conditional use permit pertaining to the location of the facility, which has been validly issued by the city per the code.

**5.96.020 - Cannabis cultivation facilities.**

Cannabis cultivation facilities permitted under this chapter include facilities where cannabis is planted, grown, harvested, dried, cured, graded, trimmed, manufactured into cannabis products, tested, distributed, or transported, or that does all or any combination of

2. Whether delivery service of cannabis to any location outside the cannabis facility will be provided and the extent of such service.

3. The address of the location of the cannabis facility.

4. A site plan and floor plan of the cannabis facility denoting all the use of areas of the cannabis facility, including storage, cultivation, exterior lighting and dispensing.

5. A security plan that addresses how the following measures shall be implemented or complied with:

a. Security cameras shall be installed and maintained in good condition, and used in an on-going manner with at least two hundred forty (240) concurrent hours of digitally recorded documentation in a format approved by the city manager or designee. The cameras shall be in use twenty-four (24) hours per day, seven days per week. The areas to be covered by the security cameras shall include, but are not limited to, the public areas, storage areas, employee areas, all doors and windows, and any other areas as determined to be necessary by the city manager or designee.

b. The cannabis facility shall be alarmed with an audible interior and exterior alarm system, unless waived for extenuating circumstances by the city manager or designee that is operated and monitored by a recognized security company, deemed acceptable by the city manager or designee. Any change in the security company shall be subject to the approval of the city manager or designee. All current contact information regarding the cannabis facility's security company shall be provided to the city manager or designee.

c. Entrance to the cultivation areas and any storage areas shall be locked at all times, and under the control of cannabis facility staff.

d. All cannabis shall be securely stored, and a reliable, commercial alarm system shall be installed and maintained where the cannabis is secured.

e. A licensed security guard, licensed by the California Department of Consumer Affairs, shall be present at the cannabis facility during all hours of operation. If the security guard is to be armed, then the security guard shall possess at all times a valid security guard card and firearms permit issued by the California Department of Consumer Affairs.

6. The name and address of the owner and lessor of the real property upon which the cannabis facility is to be operated. In the event the applicant is not the legal owner of the property, the application must be accompanied with a notarized acknowledgement from the owner of the property that a cannabis collective or cooperative cannabis facility will be operated on his or her property.

7. Authorization for the city manager or designee to seek verification of the information contained within the application.

8. A statement in writing by the applicant that he or she certifies under penalty of perjury that all the information contained in the application is true and correct.

9. Any such additional and further information as is deemed necessary by the city manager or designee to administer this section.

B. The initial regulatory permit application period for cannabis cultivation, manufacturing, distribution, testing, or transportation facilities will not begin until either the city council approves a development agreement for the site or until after the effective date of an approved ballot measure authorizing the taxation of commercial cannabis cultivation, manufacturing, distribution, testing, or transportation facilities in the city.

#### **5.96.070 - Background check.**

All applicants for a regulatory permit for a cannabis facility, including any management personnel who are responsible for the day-to-day operations and activities of the cannabis facility shall be required to submit to a fingerprint-based criminal history records check conducted by the Calexico Police Department.

#### **5.96.080 - Grounds for denial.**

The city manager or designee shall reject an application upon making any of the following findings:

A. The applicant made one or more false or misleading statements or omissions on the application or during the application process;

B. The cannabis facility's related cooperative or collective is not properly organized in strict compliance pursuant to the Compassionate Use Act of 1996, the Medical Marijuana Program Act, the 2008 Attorney General Guidelines, Medical Marijuana Regulation and Safety Act (AB 243, AB 266, and SB 643), Control, Regulate, and Tax Adult Use of Marijuana Act ("AUMA"), and any other applicable law, rules and regulations;

C. The applicant is not a primary caregiver or qualified patient or the legal representative of the cannabis facility;

D. The cannabis facility is not permitted in the proposed area; or

E. The applicant, or any person who is managing or is otherwise responsible for the activities of the cannabis facility has been convicted of a felony, or convicted of a misdemeanor involving moral turpitude, or the illegal use, possession, transportation, distribution or similar activities related to controlled substances, as defined in the Federal Controlled Substances Act,

with the exception of cannabis related offenses for which the conviction occurred after the passage of the Compassionate Use Act of 1996.

**5.96.090 - Limitations on city's liability.**

To the fullest extent permitted by law, the city shall not assume any liability whatsoever, with respect to approving any regulatory permit pursuant to this chapter or the operation of any cannabis facility approved pursuant to this chapter. As a condition of approval a regulatory permit as provided in this chapter, the applicant or its legal representative shall:

- A. Execute an agreement indemnifying the city from any claims, damages, etc., associated with the operation of the cannabis facility;
- B. Maintain insurance in the amounts and of the types that are acceptable to the city manager or designee;
- C. Name the city as an additionally insured on all city required insurance policies;
- D. Agree to defend, at its sole expense, any action against the city, its agents, officers, and employees related to the approval of a regulatory permit; and
- E. Agree to reimburse the city for any court costs and attorney fees that the city may be required to pay as a result of any legal challenge related to the city's approval of a regulatory permit. The city may, at its sole discretion, participate at its own expense in the defense of any such action, but such participation shall not relieve the operator of its obligation hereunder.

**5.96.100 - Additional terms and conditions.**

Based on the information set forth in the application, the city manager or designee may impose reasonable terms and conditions on the proposed operations of the cannabis facility in addition to those specified in this chapter.

**5.96.110 - Compliance with state law.**

All cannabis facilities shall comply fully with all of the applicable restrictions and mandates set forth in state law and federal law, including without limitation the Compassionate Use Act of 1996, the Medical Marijuana Program Act, the 2008 Attorney General Guidelines, and the Medical Marijuana Regulation and Safety Act (AB 243, AB 266, and SB 643), Control, Regulate, and Tax Adult Use of Marijuana Act ("AUMA").

**5.96.120 - Hours.**

All cannabis facilities may only be open between the hours of 8:00 a.m. and 10:00 p.m. and may operate as many as seven days per week.

**5.96.130 - Cannabis secured.**

All cannabis and cannabis products shall be kept in a secured manner during business and non-business hours.

**5.96.140 - Consumable cannabis products.**

If consumable cannabis products (including, but not limited to, lollipops, brownies, cookies, ice cream, etc.) are present on-site or offered for distribution, then the cannabis facility shall secure any approval from Imperial County Public Health Department required for handling food products.

**5.96.150 - Sales taxes.**

All cannabis facilities must pay any applicable sales tax pursuant to federal, state, and local law.

**5.96.160 - Point of sale system.**

Cannabis facilities shall have an electronic point of sale system that produces historical transactional data for review by the city manager or designee for auditing purposes.

**5.96.170 - Odor control.**

Cannabis facilities shall provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the cannabis facility that is distinctive to its operation is not detected outside the cannabis facility, anywhere on adjacent property or public rights-of-way, on or about any exterior or interior common area walkways, hallways, breezeways, foyers, lobby areas, or any other areas available for common use by tenants or the visiting public, or within any other unit located within the same building as the cannabis facility. As such, cannabis facilities must install and maintain the following equipment or any other equipment which the city manager or designee determines has the same or better effectiveness:

A. An exhaust air filtration system with odor control that prevents internal odors from being emitted externally; or

B. An air system that creates negative air pressure between the cannabis facility's interior and exterior so that the odors generated inside the cannabis facility are not detectable outside the cannabis facility.

**5.96.180 - Records.**

All cannabis facilities shall perform an inventory on the first business day of each month and shall record the total quantity of each form of cannabis on the premises. These records shall be maintained for two years from the date created and shall be made available to the city manager or designee upon request.

#### **5.96.190 - Community relations.**

Each cannabis facility shall provide the city manager or designee with the name, phone number, facsimile number, and email address of an on-site community relations or staff person or other representative to whom the city can provide notice if there are operating problems associated with the cannabis facility or refer members of the public who may have any concerns or complaints regarding the operation of the cannabis facility. Each cannabis facility shall also provide the above information to its business neighbors located within one hundred (100) feet of the cannabis facility as measured in a straight line without regard to intervening structures, between the front doors of each establishment.

#### **5.96.200 - Compliance.**

All cannabis facilities and their related collectives or cooperatives shall fully comply with all the provisions of the Compassionate Use Act of 1996, the Medical Marijuana Program Act, the 2008 Attorney General Guidelines, the Medical Marijuana Regulation and Safety Act (AB 243, AB 266, and SB 643), all applicable provisions of this code, and any specific, additional operating procedures and measures as may be imposed as conditions of approval of the regulatory permit.

#### **5.96.210 - Inspections and enforcement.**

A. Recordings made by security cameras at any cannabis facility shall be made immediately available to the city manager or designee upon verbal request; no search warrant or subpoena shall be needed to view the recorded materials.

B. The city manager or designee shall have the right to enter all cannabis facilities from time to time unannounced for the purpose of making reasonable inspections to observe and enforce compliance with this chapter.

C. Operation of the cannabis facility in non-compliance with any conditions of approval or the provisions of this chapter shall constitute a violation of the municipal code and shall be enforced pursuant to the provisions of this code.

D. The city manager or designee may summarily suspend or revoke a cannabis regulatory permit if any of the following, singularly or in combination, occur:

1. The city manager or designee determines that the cannabis facility has failed to comply with this chapter or any condition of approval or a circumstance or situation has been created that would have permitted the city manager or designee to deny the permit under Section 5.96.090;

2. Operations cease for more than ninety (90) calendar days, including during change of ownership proceedings;

3. Ownership is changed without securing a regulatory permit;
4. The cannabis facility fails to maintain two hundred forty (240) continuous hours of security recordings; or
5. The cannabis facility fails to allow inspection of the security recordings, the activity logs, or the premises by authorized city officials.

**5.96.220 - Appeals.**

Any decision regarding the denial, suspension or revocation of a regulatory permit may be appealed to a hearing officer pursuant to the provisions set forth in Chapter 3.28. The procedures governing suspension and revocation in Chapter 3.52 shall apply equally to the denial of a regulatory permit. Said appeal shall be made by a notice of appeal from the person appealing within thirty (30) days from the date of the decision.

**5.96.230 - Cessation of operations.**

In the event a qualified cannabis facility that receives a regulatory permit ceases to operate for any reason, the city manager or designee shall consider the next qualified applicant on the waiting list placed in order of application and provide an opportunity for new applicants to be considered for a permit.

**5.96.240 - Permits not transferable.**

Regulatory permits issued pursuant to this chapter are not transferable.

**5.96.250 - Violations.**

- A. Any violation of any of the provisions of this chapter is unlawful and a public nuisance.
- B. Any violation of any of the provisions of this chapter shall constitute a misdemeanor violation and upon conviction thereof any violation shall be punishable by a fine not to exceed one thousand dollars (\$1,000.00), or by imprisonment in the county jail for a period of not more than six months, or by both such fine and imprisonment. Each day a violation is committed or permitted to continue shall constitute a separate offense.
- C. In lieu of issuing a misdemeanor citation, the city may issue an administrative citation, and/or assess an administrative fine of up to one thousand dollars (\$1,000.00) for each violation of this chapter pursuant to the procedures set forth in Title 3.
- D. A separate offense occurs for each day any violation of this chapter is continued and/or maintained.

E. The remedies provided herein are not to be construed as exclusive remedies, and in the event of violation, the city may pursue any proceedings or remedies otherwise provided by law.

**5.96.260 - Definitions.**

Words and phrases not specifically defined in this code shall have the meaning ascribed to them as defined in the following sources:

A. The Compassionate Use Act of 1996 (California Health and Safety Code Section 11362.5);

B. The Medical Marijuana Program Act (California Health and Safety Code Sections 11362.7 through 11362.83); and

C. The California Attorney General's Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use issued in August, 2008; and

D. The Medical Marijuana Regulation and Safety Act (AB 243, AB 266, and SB 643); and

E. Control, Regulate, and Tax Adult Use of Marijuana Act ("AUMA")."

**SECTION 4. Effective Date.** This Ordinance shall take effect thirty (30) days after its adoption.

**SECTION 5. Severability.** If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional.

If for any reason any portion of this Ordinance is found to be invalid by a court of competent jurisdiction, the balance of this Ordinance shall not be affected.

**SECTION 6. Certification.** The City Clerk shall certify the passage of this Ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a local newspaper of general circulation and which is hereby designated for that purpose.

**SECTION 7. CEQA.** The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

**ORDINANCE PASSED AND APPROVED** on this 15<sup>th</sup> day of February, 2017.

\_\_\_\_\_  
Armando G. Real, Mayor

ATTEST:

\_\_\_\_\_  
Gabriela T. Garcia, Deputy City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Carlos Campos, Interim City Attorney

I, Gabriela T. Garcia, Deputy City Clerk, City of Calexico, California, certify that the foregoing Ordinance was adopted by the City Council at a regular meeting of the City Council held on the 15<sup>th</sup>, of February, 2016, and was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Gabriela T. Garcia, Deputy City Clerk

DRAFT ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALEXICO, CALIFORNIA AMENDING CHAPTER 17, ARTICLE X REGARDING CANNABIS CULTIVATION, MANUFACTURING, and DISTRIBUTING.

**WHEREAS**, in 1996, the voters of the State of California approved Proposition 215 (codified as Health & Safety Code Section 11362.5 *et seq.* and entitled "The Compassionate Use Act of 1996"); and,

**WHEREAS**, the intent of Proposition 215 was to enable seriously ill Californians to legally possess, use, and cultivate cannabis for medical use under state law; and,

**WHEREAS**, in 2003, the California Legislature adopted SB 420, the Medical Marijuana Program ("MMP"), codified as Health and Safety Code Section 11362.7 *et seq.*, which permits qualified patients and their primary caregivers to associate collectively or cooperatively to cultivate cannabis for medical purposes without being subject to criminal prosecution under the Penal Code; and,

**WHEREAS**, neither the Compassionate Use Act ("CUA") nor the MMP require nor impose an affirmative duty or mandate upon local governments to allow, authorize, or sanction the establishment of facilities that cultivate or process medical cannabis within its jurisdiction; and,

**WHEREAS**, in May 2013, the California Supreme Court issued its decision in *City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc.* (2013) 56 Cal. 4th 729, holding that cities have the authority to regulate or ban outright medical cannabis land uses; and,

**WHEREAS**, under the Federal Controlled Substances Act, codified in 21 U.S.C. Section 801 *et seq.*, the use, possession, and cultivation of cannabis are unlawful and subject to federal prosecution without regard to a claimed medical need; and

**WHEREAS**, on October 9, 2015, Governor Jerry Brown signed the "Medical Cannabis Regulation and Safety Act" ("MCRSA") into law; and,

**WHEREAS**, the Act became effective January 1, 2016 and contains provisions which allow for local governments to regulate licenses and certain activities thereunder; and,

**WHEREAS**, MCRSA contains a provision which sets forth that the State shall become the sole authority for regulation under certain parts of the MCRSA, unless local governments have "land use regulations or ordinances regulating or prohibiting the cultivation of cannabis..." (Health and Safety Code §11362.777(c)(4)); and,

**WHEREAS**, California has adopted, through ballot initiative, the Control, Regulate, and Tax Adult Use of Marijuana Act (“AUMA”) to regulate the personal, medical, and commercial use of marijuana pursuant to local authority preserved in the AUMA; and

**WHEREAS**, the AUMA would make it lawful for those individuals to “possess, plant, cultivate, harvest, dry, or process not more than six living marijuana plants and possess the marijuana produced by the plants; and

**WHEREAS**, the AUMA would authorize cities to “reasonably regulate” without completely prohibiting cultivation of marijuana inside a private residence or inside an “accessory structure to a private residence located upon the grounds of a private residence that is fully enclosed and secure”; and

**WHEREAS**, when AUMA passed, many of its provisions took effect on November 9, 2016, including the ability to cultivate marijuana inside a private residence or accessory structure; and

**WHEREAS**, several California cities have reported negative impacts of cannabis distribution and delivery uses, including illegal sales and distribution of cannabis, trespassing, theft, violent robberies and robbery attempts; and,

**WHEREAS**, outdoor cultivation of cannabis plants can produce a strong odor, and detectable far beyond property boundaries; and,

**WHEREAS**, without regulation, the indoor cultivation and manufacturing of cannabis and subsequent testing, distribution, and transportation has potential adverse effects to the health and safety of the occupants; including structural damage to the building due to increased moisture and excessive mold growth which can occur and can pose a risk of fire and electrocution; additionally, the use of pesticides and fertilizers can lead to chemical contamination within the structure, and adequate security is necessary; and,

**WHEREAS**, based on the experiences of other cities, these negative effects on the public health, safety, and welfare are likely to occur, and continue to occur, in the City due to the establishment and operation of cannabis distribution uses and unregulated medical cannabis cultivation facilities; and,

**WHEREAS**, based on the findings above, the potential establishment of cannabis dispensaries, mobile dispensaries, and unregulated medical cannabis cultivation facilities in the City and poses a current and immediate threat to the public health, safety and welfare in the City due to the negative land use and other impacts of such uses as described above; and,

**WHEREAS**, the issuance or approval of business licenses, subdivisions, use permits, variances, building permits, or any other applicable entitlement for cannabis dispensaries and delivery of cannabis will result in the aforementioned threat to public health, safety, or welfare;

and,

**WHEREAS**, the regulatory requirement imposed upon issuance or approval of conditional use permits and regulatory permits for medical cannabis cultivation, manufacturing, distribution, testing, and transportation facilities will combat any potential threat to public health, safety, or welfare; and

**WHEREAS**, the City intends to adopt a new Chapter under Title 5, Business Licenses and Regulations, establishing a regulatory permit scheme for medical cannabis cultivation, manufacturing, distribution, testing, and transportation facilities; and

**WHEREAS**, the City Council conducted a properly noticed public hearing on January 25, 2017 at which members of the public were afforded an opportunity to comment on this Ordinance, the recommendations of staff, and public testimony.

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

**SECTION 1. Incorporation of Recitals.** The City Council hereby adopts the foregoing recitals as its findings in support of the following regulations and further finds that the following regulations are necessary and appropriate to protect the health, safety and welfare of the residents and businesses of Calexico from the identified adverse impacts of cannabis cultivation, processing, dispensing, delivery, and distribution within the City limits.

**SECTION 2. Amendment to the Calexico Municipal Code.** Chapter 17. \_\_\_\_\_ of the Calexico Municipal Code is hereby amended, to read as follows:

**SECTION 3. Amendment to the Calexico Municipal Code.** Chapter 17.11, Article X of the Calexico Municipal Code is hereby amended in its entirety to read as follows:

**"ARTICLE X. – Cannabis Uses.**

**17.11.1010 - Purpose and intent.**

It is the purpose and intent of this chapter, pursuant to the City's constitutional authority to promote and protect the health, safety, and general welfare of the residents and businesses within the City by prohibiting cannabis dispensaries and related businesses that sell recreational marijuana for consumption on site.

Conversely, cannabis cultivation, manufacturing, distribution, testing, or transportation facilities can provide benefits for local businesses and citizens. These types of businesses shall be permitted, in accordance with the criteria and procedures set forth in this code, upon application and approval of a conditional use permit pertaining to the location of the facility and

a regulatory permit pertaining to the operation of the facility.

**17.11.1020 - Definitions.**

Words and phrases not specifically defined in this municipal code shall have the meanings ascribed to them as defined in the following sources:

A. The Compassionate Use Act of 1996 (California Health and Safety Code Section 11362.5);

B. The Medical Cannabis Program Act (California Health and Safety Code Sections 11362.7 through 11362.83); and

C. The California Attorney General's Guidelines for the Security and Non-Diversion of Cannabis Grown for Medical Use issued in August, 2008; and

D. The Medical Cannabis Regulation and Safety Act (AB 243, AB 266, and SB 643); and

E. The Control, Regulate, and Tax Adult Use Marijuana Act (Proposition 64, AUMA).

**17.11.1030 - Cannabis facilities.**

Cannabis cultivation permitted under this chapter include facilities where cannabis is planted, grown, harvested, dried, cured, graded, trimmed, manufactured into cannabis products, tested, distributed, or transported, or that does all or any combination of those activities, that holds a valid conditional use permit pursuant to this chapter, and a regulatory permit as required by this Code, subject to the provisions of the Compassionate Use Act of 1996 (California Health and Safety Code Section 11362.5), the Medical Cannabis Program Act (California Health and Safety Code Sections 11362.7 through 11362.83), the California Attorney General's Guidelines for the Security and Non-Diversion of Cannabis Grown for Medical Use issued in August, 2008, the Medical Cannabis Regulation and Safety Act (AB 243, AB 266, and SB 643), the Control, Regulate and Tax Adult Use Marijuana Act ("AUMA") and any other state laws pertaining to cannabis.

**17.11.1040 Number of permitted cannabis cultivation, manufacturing, distribution, transportation, and testing facilities.**

The number of permitted cannabis cultivation, manufacturing, distribution, transportation, and testing facilities permitted in the City shall be determined by resolution of the City Council.

**17.11.1050 Application period.**

Applications may be submitted during those application periods designated from time to

time by resolution of the City Council and the applications will be prioritized for processing based on the number of points assigned to each application that has been submitted and deemed complete by the City during the application period.

**17.11.1060 Priority point system.**

Each application submitted and deemed complete by the City during the application period will be evaluated for priority for processing based on certain criteria set forth in a Priority Point System approved by resolution of the City Council.

**17.11.1070 Cannabis facilities—Permitted locations and standards.**

A. Medical cannabis cultivation facilities may be located in **IR Zoning, Cannabis Overlay Zone** in the City, upon issuance of a conditional use permit and a regulatory permit.

B. Medical cannabis cultivation facilities should be restricted to a site having a minimum of 2 acres in size, with a minimum paved street frontage of 250 feet.

C. Medical cannabis cultivation facilities must be served by municipal water and sewer services to the extent that it is provided by the City.

D. Medical cannabis cultivation facilities shall be not be located within a distance of 500 feet away from any residential zone, schools and churches or uses considered to be sensitive receptors by the City Council. A lesser distance may be allowed if acceptable buffering methods are approved through the CUP approval process. The distance requirement shall be measured from the facility structures to the zoning district boundary.

E. Cannabis facilities may not be established on a multi-tenant industrial park or business park site that is existing on the effective date of this ordinance. A conditional use permit to develop a new stand-alone medical cannabis cultivation facility or a multi-tenant cultivation facility within a minimum site area of two acres may be pursued.

F. Cannabis facilities shall not result in the creation of any odors detectable from anywhere off the property boundaries. The use of carbon filtration systems and other mitigation measures shall be used on all cannabis facilities and operations.

**17.11.1080 Cultivation—Interior only.**

All cannabis cultivation shall be conducted only in the interior of enclosed structures, facilities and buildings and all cultivation operations including all cannabis plants at any stage of growth shall not be visible from the exterior of any structure, facility or building containing the cultivation of medical cannabis. All medical cannabis cultivation must take place indoors, within a permanent structure that is enclosed on all sides. Outdoor medical cannabis cultivation shall be prohibited. Portable greenhouses and/or non-permanent enclosures shall not be used for cultivation unless they are placed inside of a permanent structure that is enclosed on all sides.

**17.11.1090 Conditional use permit required.**

A. Prior to initiating operations and as a continuing requisite to operating a cannabis cultivation, manufacturing, distribution, testing, or transportation facility, the legal representative of the persons wishing to conduct these activities shall obtain and maintain a validly issued conditional use permit from the City, which shall include the condition that the permit holder shall also obtain and maintain a cannabis cultivation, manufacturing, distribution, testing, or transportation facility regulatory permit required by this code.

B. The initial conditional use permit application period for cannabis cultivation, manufacturing, distribution, testing, or transportation facilities will not begin until after the effective date of an approved ballot measure authorizing the taxation of commercial cannabis cultivation or manufacturing in the City.

**17.11.1100 Penalties for violations.**

A. Violations of this Chapter constitute an infraction or misdemeanor and may be enforced by any applicable law. Notwithstanding any other provision of this Code, a violation of this Chapter is subject to civil and criminal penalties.

B. Each person is guilty of a separate offense each day a violation is allowed to continue and every violation of this chapter shall constitute a separate offense and shall be subject to all remedies.

**17.11.1110 Prohibited activities.**

A. All cannabis facilities that do not have both the conditional use and regulatory permits required under this Chapter are expressly prohibited in all city zones and are hereby declared public nuisances that may be abated by the City and/or subject to all available legal remedies, including but not limited to civil injunctions.

B. Cannabis dispensaries and delivery of cannabis from dispensary to patient, shall be considered prohibited uses in all zoning districts of the City. No use permit, variance, building permit, or any other entitlement or permit, whether administrative or discretionary, shall be approved or issued for the establishment or operation of dispensaries or delivery of cannabis as defined herein in any zoning district, and no person shall otherwise establish such businesses or operations in any zoning district.

**17.11.1120 Prohibited activities declared a public nuisance.**

Any use or condition caused or permitted to exist in violation of this chapter shall be and is hereby declared a public nuisance that may be abated by the City and/or subject to all available legal remedies, including but not limited to civil injunctions.

**17.11.1130 Penalties for violations.**

A. Violations of this Chapter constitute an infraction or misdemeanor and may be enforced by any applicable law. Notwithstanding any other provision of this Code, a violation of this Chapter is subject to civil and criminal penalties.

B. Each person is guilty of a separate offense each day a violation is allowed to continue and every violation of this chapter shall constitute a separate offense and shall be subject to all remedies.”

**SECTION 4. Effective Date.** This Ordinance shall take effect thirty (30) days after its adoption.

**SECTION 5. Severability.** If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional.

If for any reason any portion of this Ordinance is found to be invalid by a court of competent jurisdiction, the balance of this Ordinance shall not be affected.

**SECTION 6. Certification.** The City Clerk shall certify the passage of this Ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a local newspaper of general circulation and which is hereby designated for that purpose.

**SECTION 7. CEQA.** The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

**ORDINANCE PASSED AND APPROVED** on this 25th day of January, 2017.

\_\_\_\_\_  
Armando G. Real, Mayor

ATTEST:

\_\_\_\_\_  
Gabriela T. Garcia, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Carlos Campos, Interim City Attorney

I, Gabriela T. Garcia, City Clerk, City of Calexico, California, certify that the foregoing Ordinance was adopted by the City Council at a regular meeting of the City Council held on the 13, of January, 2016, and was adopted by the following vote:

AYES:

NOES:

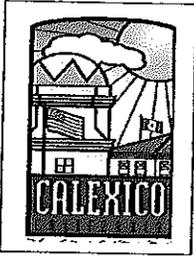
ABSENT:

ABSTAIN:

\_\_\_\_\_  
Gabriela T. Garcia, City Clerk

**AGENDA  
ITEM**

**8**

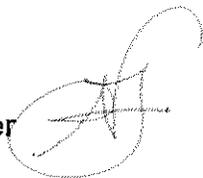


# AGENDA STAFF REPORT

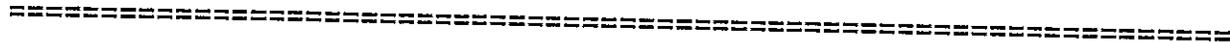
**DATE:** February 15, 2017

**TO:** Mayor and City Council

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

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

**SUBJECT:** Authorize the City Manager to Sign Agreement with Jim Nelson Construction Inc. for "On Urgency Basis" to Repair One (1) Sewer Manhole at the Intersection of Imperial Avenue West and Vernardo Drive.



## Recommendation:

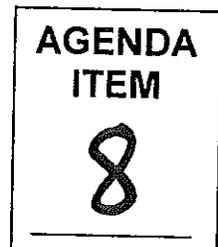
Authorize the City Manager to sign agreement with Jim Nelson Construction Inc. for "on urgency basis", as per the City of Calexico Purchasing Policy and Procedures, Section 6(c), to repair one (1) sewer manhole at the Intersection of Imperial Avenue West and Vernardo Drive.

## Background:

The Public Works department is requesting "on urgency basis" authorization to repair one (1) sewer manhole at the intersection of Imperial Avenue West and Vernardo Drive. The sewer manhole is the top opening to the underground sewer line and is used to house an access point for making connections or performing maintenance to the City's sewer lines. At this time, the sewer manhole is dangerously corroded which may cause the street to collapse.

## Discussion & Analysis:

In order to avoid a collapsed street and prevent further damage, the Public Works department is requesting to repair the sewer manhole immediately. The Public Works department requested three (3) price quotes from notable construction companies and only two (2) companies submitted their proposal. The lowest price quote is from Jim Nelson Construction Inc. who have years of experience performing this type of work. Jim Nelson Construction Inc. will provide the necessary equipment, material and labor to repair the sewer manhole in the amount of \$26,500.00.



**Fiscal Impact:**

Wastewater Operating Funds \$26,500.

**Coordinated With:**

Public Works Department and Engineering Division.

**Attachment(s):**

1. Jim Nelson Construction Inc. Proposal.
2. A&R Construction Proposal.
3. Jim Nelson Construction Inc. Professional Services Agreement.
4. Urgency Purchasing Section 6(c) of the Purchasing Policy & Procedures.

# Proposal

FROM: JIM NELSON CONSTRUCTION INC  
2305 Hoyt Road  
Holtville CA, 92250  
Contractor Lic #964400

Page No. \_\_\_\_\_

## PROPOSAL SUBMITTED TO:

Name: City of Calexico/ Robert Ortiz  
Phone: 760-768-2100 Date: 1-20-17  
Street: 608 Heber Ave.  
City: Calexico  
State: CA Zip: 92231

## INSTALL ONLY MANHOLE REPLACEMENT AT IMPERIAL AVE. W AND VERNARDO DRIVE

We propose to furnish all materials and perform all labor necessary to complete the following:

1. Over ex and dispose of existing manhole.
2. Pour new base for manhole connecting existing lines into manhole.
3. Install new shaft, cone, frame and cover supplied by city
4. Install granular fill and compact around manhole. Granular Fill supplied by city
5. Install class 2 base and compact. Class 2 base to be supplied by city
6. Patch over exed hole with ac paving.
7. Supply Revan 405 epoxy coating on inside of manhole.

**EXCLUSIONS:** Any and all testing, permits, fees, traffic control and shutting down of force main sewer. CITY IS TO SUPPLY MANHOLE SHAFT, CONE, FRAME, COVER, GRANULAR MATERIAL, CLASS 2 BASE

All of the work is to be completed in a substantial and workmanlike manner for the sum of Twenty Six Thousand Five Hundred Dollars (\$26,500.00). Payment to be made each \_\_\_\_\_ as the work progresses to the value of \_\_\_\_\_ percent ( \_\_\_\_\_ %) of all work completed. The entire amount of the contract is to be paid within \_\_\_\_\_ days after completion.

Any alterations or deviation from the above specifications involving extra cost of material or labor will be executed upon written order for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing.

Authorized Signature \_\_\_\_\_

## ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal for which \_\_\_\_\_ agrees to pay the amount mentioned in said proposal and according to the terms thereof.



OFFICE (760) 344-4653 • FAX (760) 344-4148  
1631 RIVER DRIVE • BRAWLEY, CA 92227-1747

## Unitary Proposal

Proposal# 2848

PROPOSAL SUBMITTED TO City of Calexico	PHONE (760) 768-6164	FAX (760) 768-3661	DATE 01/23/2017
STREET/BOX 640 Pierce Avenue	PROJECT NAME City of Calexico		PLANS APPROVED
CITY/STATE AND ZIP Calexico CA 92231	PROJECT LOCATION Imperial Ave W. & Vernardo Dr		CITY
ENGINEER	PROJECT DESCRIPTION Manhole Replacement		DATE OF PLANS

Bid Item	Description	Unit	Quantity	Unit price	Total Price
1	Labor & Equipment only Proposal to replace the 48"X9' sewer manhole @ Imperial Ave. West & Vernardo Drive. We propose to provide Labor and Equipment only for this project. The City will furnish and deliver to the site all necessary materials needed to perform the replacement scheduling is the City of Calexico responsibility. if the installation is hindered by the lack of needed materials a stand by charge will be assessed at \$550.00 per hour.	Notes			
2	Equipment	Total	1	8,600.00	8,600.00
3	Labor	Total	1	9,500.00	9,500.00
4	15% Overhead/Profit	Total	1	2,715.00	2,715.00
<b>Totals:</b>					<b>20,815.00</b>

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the total sum above. Which is due and payable upon completion of job.

This proposal does not include; permits, including any required fees or bonds, engineering, asbestos, testing or staking; bond premiums, and swppp. Unless expressly included in above listing of work, unusual site conditions such as buried trash, concrete, abandoned utilities, mud, rock, etc., that were not apparent on the surface or expressly disclosed in writing to the date hereof, shall be deemed for additional compensation and cessation of work until agreement for same has been reached.

A 2% service charge (annual 24%) will be charged for all past due amounts. If any action is brought to enforce collection, attorney's fees and court costs will be charged.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

Owner to carry fire and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized  
Signature

Johnnie Combs Jr.

NOTE: This proposal may be withdrawn by us if not accepted within thirty days.

### ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: \_\_\_\_\_

Date of  
Acceptance: \_\_\_\_\_



OFFICE (760) 344-4653 • FAX (760) 344-4148  
1831 RIVER DRIVE • BRAWLEY, CA 92227-1747

## Unitary Proposal

PROPOSAL SUBMITTED TO City of Calexico	PHONE (760) 768-6164	FAX (760) 768-3661	DATE 01/23/2017	Proposal# 2847
STREET/BOX 640 Pierce Avenue	PROJECT NAME Y&M Sewer Manhole Replacement		PLANS APPROVED	
CITY/STATE AND ZIP Calexico CA 92231	PROJECT LOCATION Imperial Ave W. & Vernardo Dr		CITY	
ENGINEER	PROJECT DESCRIPTION Manhole Replacement		DATE OF PLANS	

Bid Item	Description	Unit	Quantity	Unit price	Total Price
1	We propose to provide Labor, Materials, and Equipment to remove and replace a failed 48" sewer manhole @ Imperial Ave West & Vernardo Drive. This Quote includes all except shoring which the City will deliver to the site and remove when construction has finished.	Notes			
	Mobilization				
2	48" ID X 12" Manhole base w/ 12" Stub Out	LS	1	695.00	695.00
3	48" ID Manhole Shaft @ \$125 per VF.	VF	7	125.00	875.00
4	48" X 27" Manhole Cone w/ 24" Clear opening	LS	1	450.00	450.00
5	24" X 3" Grade Rings @ \$75.00	EA	4	75.00	300.00
6	A 1154 (Sewer) ring & cover 24"	LS	1	1,140.00	1,140.00

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the total sum above. Which is due and payable upon completion of job.

This proposal does not include; permits, including any required fees or bonds, engineering, asbestos, testing or staking; bond premiums, and swppp. Unless expressly included in above listing of work, unusual site conditions such as buried trash, concrete, abandoned utilities, mud, rock, etc., that were not apparent on the surface or expressly disclosed in writing to the date hereof, shall be deemed for additional compensation and cessation of work until agreement for same has been reached.

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Authorized  
Signature

Johannie Combs Jr.

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Signature: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_



OFFICE (760) 344-4853 • FAX (760) 344-4148  
1631 RIVER DRIVE • BRAWLEY, CA 92227-1747

## Unitary Proposal

Proposal# 2847

PROPOSAL SUBMITTED TO City of Calexico	PHONE (760) 768-6164	FAX (760) 768-3661	DATE 01/23/2017
STREET/BOX 640 Pierce Avenue	PROJECT NAME T&M Sewer Manhole Replacement		PLANS APPROVED
CITY/STATE AND ZIP Calexico CA 92231	PROJECT LOCATION Imperial Ave W. & Vernardo Dr		CITY
ENGINEER	PROJECT DESCRIPTION Manhole Replacement		DATE OF PLANS

Bid Item	Description	Unit	Quantity	Unit price	Total Price
7	6" Sch 40 PVC @ \$4.95	LF	10	4.95	49.50
8	12" SDR-35 @ \$7.50	LF	10	7.50	75.00
9	6" Sch 40 PVC 45 Degree Bends @ \$31.90	EA	2	31.90	63.80
10	Crusher Fines @ \$15.75	TONS	100	15.75	1,575.00
11	Cl II Base @ \$18.95	TONS	15	18.95	284.25
12	Native Demo @ \$5.00	TONS	100	5.00	500.00
13	12" VCPX12" SDR-35 Coupling	EA	1	122.17	122.17
14	12"X6" SDR-35 Reducer	EA	1	43.44	43.44

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the total sum above. Which is due and payable upon completion of job.

This proposal does not include; permits, including any required fees or bonds, engineering, asbestos, testing or staking; bond premiums, and swppp. Unless expressly included in above listing of work, unusual site conditions such as buried trash, concrete, abandoned utilities, mud, rock, etc., that were not apparent on the surface or expressly disclosed in writing to the date hereof, shall be deemed for additional compensation and cessation of work until agreement for same has been reached.

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Authorized  
Signature \_\_\_\_\_

Johnnie Combs Jr.

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Signature: \_\_\_\_\_

Date of  
Acceptance: \_\_\_\_\_



OFFICE (760) 344-4653 • FAX (760) 344-4148  
1831 RIVER DRIVE • BRAWLEY, CA 92227-1747

## Unitary Proposal

Proposal# 2847

PROPOSAL SUBMITTED TO City of Calexico	PHONE (760) 768-6164	FAX (760) 768-3661	DATE 01/23/2017
STREET/BOX 640 Pierce Avenue	PROJECT NAME: T&M Sewer Manhole Replacement		PLANS APPROVED
CITY/STATE AND ZIP Calexico CA 92231	PROJECT LOCATION Imperial Ave W. & Vernardo Dr		CITY
ENGINEER	PROJECT DESCRIPTION Manhole Replacement		DATE OF PLANS

Bid Item	Description	Unit	Quantity	Unit price	Total Price
15	6" Fernco Coupling Equipment	EA	1	15.57	15.57
16	315 Excavator	HRS	12	190.00	2,280.00
17	Water Truck	HRS	4	130.00	520.00
18	Service Truck	HRS	16	65.00	1,040.00
19	420 Backhoe	HRS	12	130.00	1,560.00
20	End Dump	HRS	8	110.00	880.00
21	Street Sweeper	HRS	4	110.00	440.00
22	Asphalt Zipper	HRS	4	80.00	320.00

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the total sum above. Which is due and payable upon completion of job.

This proposal does not include; permits, including any required fees or bonds, engineering, asbestos, testing or staking; bond premiums, and swppp. Unless expressly included in above listing of work, unusual site conditions such as buried trash, concrete, abandoned utilities, mud, rock, etc., that were not apparent on the surface or expressly disclosed in writing to the date hereof, shall be deemed for additional compensation and cessation of work until agreement for same has been reached.

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Authorized  
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### ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

**CITY OF CALEXICO  
PROFESSIONAL SERVICES AGREEMENT**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 15<sup>th</sup> day of February, 2017 by and between the City of Calexico, a municipal corporation organized under the laws of the State of California with its principal place of business at 608 Heber Avenue, Calexico, California 92231 ("City") and Jim Nelson Construction Inc. with its principal place of business at 2305 Hoyt Road, Holtville, CA 92250 ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

**2. RECITALS.**

**2.1 Consultant.**

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing construction services to public clients, is licensed in the State of California, and is familiar with the plans of City.

**2.2 Project.**

City desires to engage Consultant to render such services for the Replacement of Manhole at the Intersection of Imperial Avenue West and Vernardo Drive ("Project") as set forth in this Agreement.

**3. TERMS.**

**3.1 Scope of Services and Term.**

**3.1.1 General Scope of Services.** Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional construction services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

**3.1.2 Term.** The term of this Agreement shall be for six (6) months from February 1, 2017 to July 31, 2017, unless terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

### 3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows:

3.2.5 City's Representative. The City hereby designates Public Works Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Jim Nelson, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8.1 Period of Performance. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Project Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability:* \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.10.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers,

employees, agents, and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

3.2.10.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.10.8 Verification of Coverage. Consultant shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.9 Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

### **3.3 Fees and Payments.**

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed twenty six thousand five hundred and zero cents (\$26,500.00) without written approval of City's Public Works Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate,

through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### 3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### 3.5 General Provisions.

#### 3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Consultant:**

Jim Nelson Construction Inc.  
2305 Hoyt Road  
Holtville, CA 92250

**City:**

City of Calexico  
608 Heber Avenue  
Calexico, CA 92231  
Attn: Public Works Department

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

### 3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims,

demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Imperial County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise

specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

**3.6 Subcontracting.**

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**CITY OF CALEXICO**

**JIM NELSON CONSTRUCTION INC.**

By: \_\_\_\_\_  
Armando G. Villa  
City Manager

By: \_\_\_\_\_  
Jim Nelson  
Owner

*Attest:*

\_\_\_\_\_  
Gabriela T. Garcia  
City Clerk

*Approved as to Form:*

\_\_\_\_\_  
Carlos Campos, Interim City Attorney

EXHIBIT "A"

**SCOPE OF SERVICES**  
PROPOSAL DATED 01/20/17

EXHIBIT "B"

**SCHEDULE OF SERVICES**

PROPOSAL DATED 01/20/17

EXHIBIT "C"

**COMPENSATION**

PROPOSAL DATED 01/20/17

EXHIBIT "A"  
CITY OF CALEXICO PURCHASING POLICY & PROCEDURES

bid process. The City Manager may authorize the award of cooperative purchase agreements up to \$9,999. City Council approval is required for the award of any cooperative purchase of \$10,000 or more.

**Sole Source Purchases**

Commodities and services, which can be obtained from only one vendor, are exempt from competitive bidding. Sole source purchases may include proprietary items sold directly from the manufacturer, items that have only one distributor authorized to sell in this area or a certain product had been proven to be the only product that has proven to be acceptable. All sole source purchases shall be supported by written documentation signed by the appropriate Department Head and forwarded to the Finance Department. The Finance Director or designee will make final determination that an item is a valid sole source purchase.

**Urgency Purchases**

An urgency is one where there is an unforeseen situation which requires immediate procurement of materials or services in order to continue operations of an essential department, or for the preservation of health, safety and welfare of the people, or protection of property, when there is a present, immediate and existing danger. A depletion of stock through normal routine usage is not considered an urgency item.

Urgency purchases may be made without competitive bidding when time is of the essence, and shall be made only for the following reasons:

1. to preserve or protect life, health or property; or
2. upon natural disaster; or
3. to forestall a shutdown of essential public services

Since urgency purchases do not normally provide the City an opportunity to obtain competitive quotes or properly encumber funds committed, sound judgment shall be used in keeping such order to an absolute minimum. In addition, the following requirements shall apply:

4. The Finance Department shall be contacted as soon as possible for an advance purchase order number, which may be given verbally to cover the urgent transaction. If unable to contact the Finance Department place the order and contact the Finance Department the next workday.
5. A completed purchase requisition shall be submitted to the Finance Department within two working days, or as soon as possible as the information is available. The appropriate Department Head shall sign all purchase requisitions for urgent purchases.
6. Documentation explaining the circumstances and nature of the urgency purchase shall be submitted by the appropriate Department Head as follows:
  - a. Purchases less than \$2,500: Use standard purchasing procedure;
  - b. Purchases in the amount of \$2,500 - \$9,999: Report to the Finance Director by processing requisition within one day;

EXHIBIT "A"  
CITY OF CALEXICO PURCHASING POLICY & PROCEDURES

- c. Purchases of \$10,000 or more: 1) Report to the City Manager within two working days, and 2) report to the City Council at its next scheduled meeting for ratification
- 7. If the urgency purchase causes any budget line item to exceed the adopted budget, it shall be the responsibility of the Department requesting the purchase to make a transfer to cover the purchase or obtain subsequent City Council approval for an additional appropriation to cover the purchase. If funds are available to transfer from another budget line item, the Transfer of Appropriation form shall be used. If the urgency purchase requires an increase in the Adopted Budget, a Budget Amendment Resolution form must be submitted to the City Council for approval.

**Purchase Order Exemptions**

Certain purchases are not readily adaptable to the open market and formal bidding process. These purchases are generally for items where the competitive bid process is not applicable or where a check is required to accompany the order. Following is a list of allowable exemptions:

Advertisements and Notices	Payments to other Governmental Units
Attorney Services	Petty Cash Replenishments
Consultant Services	Property Rentals
Courier/Delivery/Messenger Services	Subscriptions
Insurance Claims and Premiums	Trade Circulars or books
Medical Payments	Travel Expense/Advances
Membership Dues	Utility Payments

Exemptions are limited to those items listed above. Departments may submit written requests for additional exemptions to the Finance Department. If warranted, additional exemptions will be added to this list.

If a vendor requires a Purchase Order to process an order, the department shall submit a purchase order requisition to the Finance Department to initiate a purchase order.

**Petty Cash**

A petty cash advance is used to obtain petty cash for a quick purchase of small items from a local store. Department Heads have approval of petty cash purchases up to \$25 only. Only the Finance Director or the Assistant Finance Director can approve petty cash purchases over \$25 to a maximum of \$100. All petty cash transactions must be completed on the same day an advance is made. If the transaction cannot be completed the cash must be returned to Accounts Payable by the end of the day and another advance obtained the next day.

Petty cash advances are obtained from Accounts Payable. When seeking an advance obtain the appropriate form from Accounts Payable and fill out form with date, name, department description, account number and signature. After the purchase is made please submit receipt with any unused money. A petty cash voucher is then prepared by Accounts Payable, which will be used to reimburse the petty cash fund.