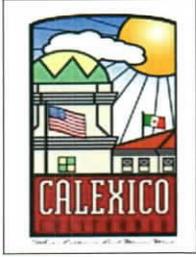


**AGENDA
ITEM**

8



AGENDA STAFF REPORT

DATE: May 3, 2016

TO: Mayor and City Council

APPROVED BY: Nick Fenley, Interim City Manager 

PREPARED BY: Julia R. Osuna, Economic Development Manager 

SUBJECT: Authorization to Execute a Lease Agreement with Priscila Sanchez Barajas dba Mexicali Rose located at 805 W. 2nd St., Calexico, California

=====

Recommendation:

Authorization to execute a Lease Agreement with Priscila Sanchez Barajas dba Mexicali Rose, located at 805 W. 2nd St., Calexico, California.

Background:

The City of Calexico and Rosa's Plane Food entered into a Lease Agreement in 1994. The contract was granted an assignment and assumption to Priscilla and Javier Sanchez on July 21, 2015 by Rosa Barajas owner of Rosa's Plane Food. Priscila Sanchez Barajas is the owner of Mexicali Rose formerly Rosa's Plane Food.

Discussion & Analysis:

Priscila Sanchez Barajas is requesting to continue to lease the space at the airport. The agreement will be for (3) three years commencing on April 17, 2016 and expiring on April 16, 2019, at midnight, unless sooner terminated as hereinafter provided. The lease has an option of renewing for an additional period of (3) three years after the termination of the basic period of the lease. If the lease is approved the rents will increase 3% annually and will expire on April 16, 2022. Insurance and business license are current.

Fiscal Impact:

\$10,608.60 annual rents 2016-17 and increase annually. Funds are deposited to General Fund.



Coordinated With:

City Manager's Office.

Attachments:

1. Lease Agreement
2. Exhibit "A", Map of building location
3. Exhibit "B" FAA Requirements
4. Exhibit "C" Fees for new 3 (three) year lease

CITY OF CALEXICO
AIRPORT LAND LEASE AGREEMENT

THE CITY OF CALEXICO, a municipal corporation

CALEXICO INTERNATIONAL AIRPORT
608 HEBER AVENUE
CALEXICO, CA 92231
"LESSOR"

AND

PRISCILA SANCHEZ BARAJAS
MEXICALI ROSE
805 WEST 2ND STREET
CALEXICO, CA 92231
"LESSEE"

DATE: April 17, 2016

TABLE OF CONTENTS

PARAGRAPH NO.	TITLE	PAGE NO.
I	Parties	3
II	Lease Property	3
III	Purpose	3
IV	Leasehold Term	4
V	Rent	4
VI	Condition - Right of Entry For Inspection	4
VII	Compliance with City, State and Federal Laws	5
VIII	Licenses and Certification	5
IX	Liability of Lessor	5
X	Fire and Casualty Insurance	5
XI	Public Liability and Insurance	6
XII	Utilities and Real Estate Taxes	6
XIII	Assignment	6
XIV	Default	7
XV	Alteration, Maintenance and Repairs	7
XVI	Signs	8
XVII	Changes Required by Law	8
XIVIII	Liens	8
XIX	Subordination	9
XX	Costs and Fees	9
XXI	Notice	9
XXII	Waiver	9
XXIII	Time of Essence	10
XXIV	Construction of Language	10
XXV	Parties Bound	10
XXVI	Agreement	10
XXVII	Rent Adjustment	11
XXVIII	Termination of Lease	11
XXIX	Severance	11
XXX	Future Airport Development Reservation	11

LEASE AGREEMENT

PREAMBLE

This agreement is intended to memorialize the terms of an agreement between the City of Calexico and Priscila Sanchez Barajas, to rent certain real property to said individual for the purpose of operating a restaurant (Mexicali Rose) at the Calexico International Airport. IT IS HEREBY AGREED THAT:

■

PARTIES

The CITY OF CALEXICO, a municipal corporation, is hereinafter referred to as LESSOR. PRISCILA SANCHEZ BARAJAS, is hereinafter referred to as "LESSEE." LESSOR and LESSEE, do hereby enter into this lease as of April 17, 2016.

II

LEASE PROPERTY

LESSOR, for and in consideration of the terms, condition and covenants herein contained, does hereby lease to the LESSEE, and the LESSEE hereby leases and rents from LESSOR, that certain land located at 805 West Second Street, Calexico, California described as follows:

A 36' x 75' parcel of ground comprising two thousand seven hundred (2,700) square feet located eighty feet west of and in line with the existing terminal building at the Calexico International Airport. It also includes 13 parking spaces on the south side of the building (Exhibit "A").

III

PURPOSE

It is intended by the Parties that LESSEE use said premises for the purpose of operating a restaurant open to the general public at least eight (8) hours each day and five days per week of every calendar month. LESSEE shall not use the premises for any other purpose that specified above without first obtaining the written consent of LESSOR. Using the premises for any other purpose than that specified above shall constitute a material breach of the terms of this lease.

IV

LEASEHOLD TERM

The term of this lease shall be (3) years commencing on **April 17, 2016** and expiring on **April 16, 2019**, at midnight, unless sooner terminated as hereinafter provided.

It is understood and agreed that if the LESSEE shall make all payments called for herein promptly as the same become due, and perform all of the covenants herein required by the Lease, the LESSEE hereunder is hereby given the right and option of renewing this lease for an **additional period of three (3) years** from and after the termination of the basic period of this lease, which option must be exercised by giving notice in writing of intention to exercise this option to the LESSOR, WHICH NOTICE MUST BE GIVEN NOT MORE THAN SIXTY (60) DAYS NOR LESS THAN THIRTY (30) DAYS PRIOR TO THE TERMINATION OF THIS LEASE. Such renewal shall be upon the same terms as herein contained except that the rental rates shall be the rate then currently in effect subject to the adjustments for increase in rental value of the property in accordance with this lease agreement.

PROVIDE, HOWEVER, that during the time of war or national emergency, the LESSOR shall have the right to lease the demised premises, or any part thereof, to the United States Government for military or naval use; and, if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the government, shall be suspended.

V

RENT

The monthly rental payment shall be the sum of Eight Hundred Eighty Four Dollars and five cents (\$884.05), and will be payable in advance on the first day of each month commencing April 17, 2016. Said rental payment is to be adjusted annually by a 3% (three) percent annual increase over the term of the lease. The initial sum paid shall include the first and last month's rent.

VI

CONDITION RIGHT OF ENTRY FOR INSPECTION

LESSEE has inspected this property and agrees to lease the property "as is". LESSOR hereby retains the right to enter the premises at reasonable times for the purpose of inspecting the facility as to its maintenance and repair.

VII

COMPLIANCE WITH CITY, STATE AND FEDERAL LAWS

The LESSEE hereby agrees to comply with all City, County, State, and Federal ordinances and statues that are applicable to this lease agreement and this restaurant business. In the Federal Aviation Administration section, as shown on Exhibit "B", F.A.A. Requirements attached hereto and made a part hereof.

VIII

LICENSES AND CERTIFICATION

The LESSEE will not conduct any business activity, nor offer any services without obtaining, and maintaining in current status at all times, all licensing and/or certification as may be required by applicable Federal, State, and local authorities.

IX

LIABILITY OF LESSOR

LESSEE agrees to save and hold LESSOR harmless from any injury to person or damage to property arising out of or in connection with LESSEE'S occupancy of the premises covered by this lease. LESSEE agrees to indemnify LESSOR for any and all damages that may result to LESSOR from LESSEE'S use of the facility pursuant to this agreement.

X

FIRE AND CASUALTY INSURANCE

LESSEE agrees to carry fire and casualty insurance on the building and premises in an amount of replacement cost.

XI

PUBLIC LIABILITY AND INSURANCE

This lease is made upon the expressed condition that LESSOR shall be free from all liability and claim for damages for reason of any injury to any person or persons including but not limited to LESSEE, their employee, subtenants, agents, contractors, assigns and/or customers, or property of any such person and to whomsoever belonging, including LESSEE'S caused by any acts or omissions of LESSEE, his employees, subtenants, agents, contractors, assigns and/or customers whether in, upon or in any way connected with said premises or in the runways and streets adjacent thereto during the term of this lease or any extension thereof or any occupancy hereunder.

LESSEE hereby covenants and agrees to indemnify and save LESSOR harmless and the whole of the leased premises free from all claims, liens, loss, detriments, or liability at any time or time resulting from injuries to or the death of any person or persons or from damage to any and all property adjoining, caused by any acts or omissions of LESSEE, his employees, subtenants, agents, contractors, assigns and/or customers, including but not limited to, the non-compliance or mis-compliance of any law, ordinance, regulation or authority respecting the condition, use, occupancy, sanitation or safety of the leased premises or any part thereof, or resulting from any act or omission, whatever done or suffered in or about the leased premises, or any part thereof, including the reasonable costs and attorney's fees of LESSOR in defending against same.

LESSEE further agrees to take out and keep in force during the term hereof at LESSEE's expense, insurance against any injury to persons or property LESSEE's employees, subtenants, agents, contractors and assigns and/or customers resulting from accidents occurring in or about said premises in the amount of not less than ONE MILLION DOLLARS (\$1,000,000.00) to indemnify against the claim of one person and not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for property damage. The LESSEE shall provide the LESSOR with a Certificate of Insurance naming the City of Calexico as an additional insured covering such liability.

XII

UTILITIES AND REAL ESTATE TAXES

LESSEE hereby agrees to pay before delinquency all charges for water, gas, electricity, telephone and other public services used on the leased premises.

LESSEE shall pay before delinquency all real property taxes, sales tax, and assessments assessed against the leased premises including land, buildings and improvements.

LESSEE also shall pay all taxes, licenses and fees levied, assessed or imposed by reason of LESSEE's use of the premises including all personal property taxes. In the event that any taxes and/or assessments are paid by LESSOR, LESSEE hereby agrees to reimburse LESSOR upon presentation of bills for same by LESSOR or the public agency responsible therefore.

XIII

ASSIGNMENT

The LESSEE shall not sublet the leased premises or any part thereof, nor assign or transfer this lease without the written consent of LESSOR, but LESSOR agrees that it will not unreasonably withhold consent provided such assignment, subletting, or transfer will not relieve LESSEE of the agreements and obligations contained herein. The

voluntary or other surrender of this lease by LESSEE, or a mutual cancellation thereof, shall not work a merger, and shall at the option of LESSOR, terminate all or existing subleases or sub tenancies or may, at the option of LESSOR, operate as an assignment to him of any or all of such subleases or sub tenancies.

XIV

DEFAULT

In the event that LESSEE shall any time fail, neglect or refuse to pay when due any other sum or sums which may become due from LESSEE to LESSOR hereunder, or shall fail, neglect or refuse to perform or observe one or more of the other covenants or conditions of this lease on its part to be performed or observed, or should the leased premises be vacated or abandoned, and in the event that any such failure, neglect, refusal or abandonment shall continue after the expiration of a three (3) day period from after the service of written notice by LESSOR upon LESSEE in the event of non-payment of rent, or of a fifteen (15) day period from and after the service of such a notice in the event of any other default, then, after the expiration of said period or at any time thereafter during the continuance of such failure, neglect, refusal or abandonment without further notice or demand either to LESSEE or any persons or person claiming under it, LESSOR may, at its option (a) accelerate the rental for the whole of the unexpired term and it shall become immediately due and payable; (b) remain out of possession of the leased premises and continue to enforce all of the terms and conditions of this lease, which shall include the right to recover from LESSEE each installment of rent as it becomes due; (c) enter upon and repossess the leased premises.

XV

ALTERATIONS, MAINTENANCE AND REPAIRS

LESSEE, at his sole cost and expense, shall maintain subject premises in a neat and orderly condition at all times. Trash, papers, garbage and other debris shall not be permitted to accumulate on parking lot or around leased premises.

In the event LESSOR notifies LESSEE in writing of any unsightly condition existing on subject premises, LESSEE hereby agrees to forthwith correct the condition to LESSOR's satisfaction.

LESSEE further agrees to maintain and keep in good repair all improvements on subject premises including buildings and structures so that said buildings and improvements are at all times in a neat, orderly, attractive and safe condition and in good repair.

LESSEE shall not make any alterations or place or permit to be placed any sign, marquee or awning on the premises without written consent of LESSOR first obtained,

and LESSOR may post notices of said premises to exempt him from responsibility for any work done by LESSEE on the leased premises.

LESSOR reserves the right, without obligation on its part to do so, to further develop or improve the facilities herein regardless of the desire or view of the LESSEE, and without interference or hindrance. In the event LESSOR so elects to install, erect, improve or construct such improvements, the LESSOR shall bear the entire costs thereof.

XVI

SIGNS

LESSEE may affix on premises signs bearing LESSEE's name or the name of the propose business, provided, however, that such signs must be first submitted to the LESSOR for its approval of the design, size, style, color and dimension and locations of all such signs. Within ten (10) days after submittal of a sketch of such signs showing the details specified above, LESSOR shall indicate its written approval or disapproval and suggested alterations to correct the sign to LESSOR's satisfaction. LESSOR shall not be unreasonable in withholding approval in connection with the foregoing.

XVII

CHANGES REQUIRED BY LAW

In the event any changes, improvements, or additions to the premises, as distinguished from repairs, are required to be made during the term of this lease by any governmental authority or under or by virtue of any law, ordinance or governmental regulation because of the nature of LESSEE's business or his use of the premises, the same shall be made and paid for by LESSEE.

XVIII

LIENS

LESSEE covenants to keep the premises and the improvements thereon at all times during the term hereof free of mechanics' liens and other liens of like nature other than liens created or claimed by reason of any work done or the instance of LESSOR, and at all times to protect fully and indemnify LESSOR against all such liens or claims which may ripen into such liens and against all attorneys' fees, and other costs and expenses growing out of or incurred by reason of or on account of such liens or claims.

XIX

SUBORDINATION

This lease shall be subordinate to the provisions and requirements of any existing or future agreement between the LESSOR and the United States of America relative to the development, operation, or maintenance of the Airport and the provisions of any existing or future agreement between the LESSOR and the United States of America relative to the operation or maintenance of the Airport, the execution of which has been or may be required as condition precedent to the expenditures of federal funds for the development of the Airport.

XX

COSTS AND FEES

LESSEE agrees to pay all costs, expenses and LESSOR's attorney's fees in any action or proceeding commenced by LESSOR to enforce provisions in this lease.

LESSOR, however, shall be required to pay costs, expenses and LESSEE's attorney's fees in the event that the Court sustains LESSEE in any action between LESSOR and LESSEE.

XXI

NOTICE

Wherever in this lease it shall be required or permitted that notices of demand be given or served by either party to this lease to or on the other, such notice or demand shall be given or served and shall not be deemed to have been duly given or served unless in writing which is served personally or by certified or registered mail, addressed as follows:

LESSOR: City Hall, 608 Heber Avenue, Calexico CA 92231

LESSEE: Priscila Sanchez Barajas, 805 West 2nd Street, Calexico CA 92231

XXII

WAIVER

Except to the extent that the LESSOR may have otherwise agreed in writing, no waiver by LESSOR of any breach by LESSEE of any of their obligations, agreements or covenants hereunder shall be deemed to be a waiver of any subsequent breach of the same or any other covenant, agreement or obligation. No shall any forbearance by

LESSOR to seek a remedy for any breach LESSEE be deemed a waiver by LESSOR of its rights or remedies with respect to such breach.

XXIII

TIME OF ESSENCE

Time is expressly declared to be the essence of this lease, and of each, every and all of the covenants and conditions herein contained.

XXIV

CONSTRUCTION OF LANGUAGE

Wherever in this lease any word of obligation or duty regarding either party are used they shall have the same force and effect as though in the expressed forms of covenants. The language in all parts of the lease shall be construed simply, according to its fair meaning and not strictly in favor of or against LESSOR or LESSEE.

XXV

PARTIES BOUND

This lease shall be binding upon and inure to the benefit of, as the case may require, the parties hereto and their executors, administrators, personal representatives, heirs, devisees, legatees and assigns, subject, however, all agreements and restrictions herein contained with respect to the assignment of, or other transfer of the interests of LESSEE.

XXVI

AGREEMENT

This lease containing a complete expression of the agreement between the parties hereto, and each party warrants there are no promises, representations, agreements, warranties, or inducements except such as are made herein and fully set forth. No alterations of any of its terms, covenants, or conditions shall be binding unless reduced to writing and signed by the parties hereto. It is agreed that each and every of the rights, remedies and benefits provided by this lease shall be cumulative, and shall not be exclusive of any other of said rights, remedies and benefits or of any other rights, remedies and benefits allowed by law.

XXVII

RENT ADJUSTMENT

The rental payments shall be adjusted annually by a 3% (three) percent annual increase over the term of the lease. See Exhibit "C".

XXVIII

TERMINATION OF LEASE

LESSOR OR LESSEE may terminate this lease upon giving sixty (60) days notice of said intent. If LESSOR (the City) exercises its right to terminate this lease, any improvements made by the LESSEE including the metal building, if not owned by the LESSOR, shall be removed from the land within a period time, and under terms and conditions agreed upon in writing between LESSOR and LESSEE. If LESSEE terminates this lease for any reason, any improvements made by the LESSEE and the metal building, if not owned by the LESSOR, shall be removed from the land within 30 days from the date of termination. If after 30 days LESSEE has not removed the metal building, or made other arrangements in writing with LESSOR, said building and any remaining contents shall become the property of LESSOR.

XXIX

SEVERANCE

If any provisions of this lease is determined to be void by a court of competent jurisdiction, then such determination shall not affect any other provision of this lease, and all such other provisions shall remain in full force and effect.

XXX

FUTURE AIRPORT DEVELOPMENT RESERVATIONS

Any lease or lease amendment will be with a complete understanding by both parties that the City of Calexico is planning future development and expansion of the Calexico International Airport within the next few years and the lease agreement will not in any way provide the LESSEE a leasehold or restriction on the property to be developed.

IN WITNESS WHEREOF, the LESSOR and LESSEE have executed this lease agreement as of the day and year first above written.

IN WITNESS WHEREFORE, the parties hereto have executed this agreement in duplicate on the day and year above written.

LESSOR: CITY OF CALEXICO

By: _____
Nick Fenley, Interim City Manager

LESSEE: TENNANT

By: _____
Priscila Sanchez Barajas – Owner

Attention:
(The California Government Code requires that all lease of City property be recorded at the Office of the County Recorder. Therefore, the signatures on this page must be notarized)

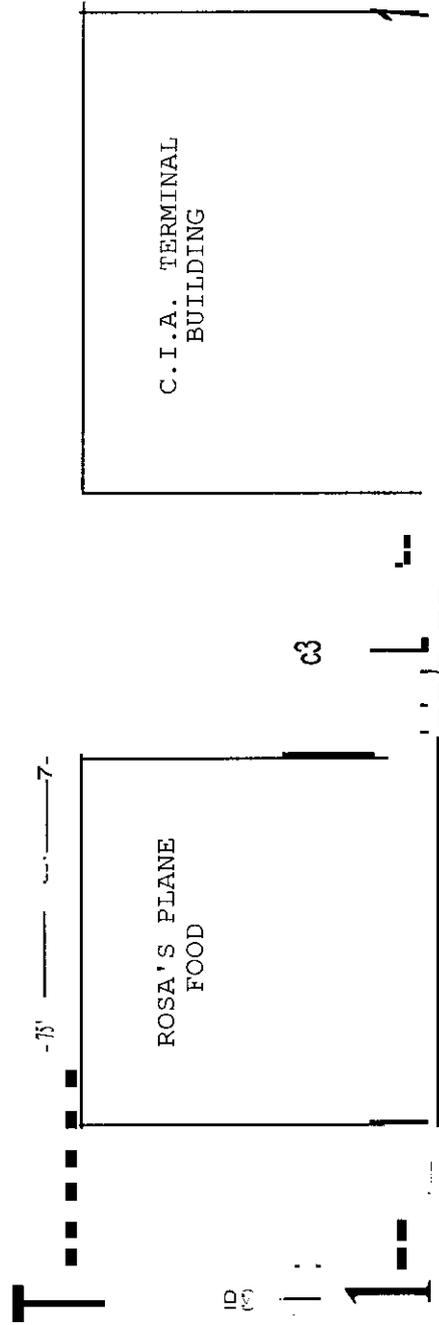
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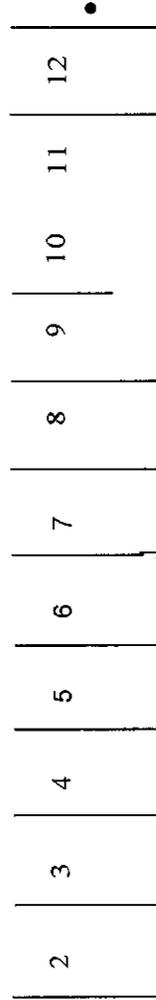
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EXHIBIT "A"



801
P. 11
8 UI



2nd STREET / DE ANZA RD.

EXHIBIT "B"

LEASE PROVISIONS REQUIRED BY THE
FEDERAL AVIATION ADMINISTRATION

1. The LESSEE, for herself, hers heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree "as a covenant running with the land" that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease, for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations. DOT. Subtitle A. Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
2. The LESSEE, for herself, her personal representative, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree "as a covenant running with the land" that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the LESSEE shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulation may be amended.
3. That in the event of breach of any of the above nondiscrimination covenants, LESSOR shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease, had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are allowed and completed including expiration of appeal rights.

4. LESSEE shall furnish its accommodations and/or services on a fair equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED THAT the LESSEE may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.
5. Non-compliance with Provision 4 above shall constitute a material breach thereof and in the event of such non-compliance with LESSOR shall have the right to terminate this lease agreement, and the estate hereby created without liability therefore or at the election of the LESSOR or the United States either or both said Governments shall have the right to judicially enforce provisions.
6. LESSEE agrees that it shall insert the above five provisions in any lease agreement, by which said LESSEE grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the premises herein leased.
7. The LESSEE assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The LESSEE assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The LESSEE assures that it will require that its covered sub-organizations provide assurance to the LESSOR, that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.
8. The LESSOR reserves the right to further develop or improve the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the LESSEE in this regard.
9. The LESSOR reserves the right, but shall not be obligated to the LESSEE to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the LESSEE in this regard.
10. This lease shall be subordinate to the provisions and requirements of any existing or future agreement between the LESSOR and the United States, relative to the development, operation or maintenance of the airport.

11. There is hereby reserved to the County, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein leased. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace of landing at, taking off from or operation on this airport.
12. LESSEE agrees to comply with notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of building is planned for the leased premises, or in the event of any planned modification or alteration of any present or future building or structure situated on leased premises.
13. The LESSEE, by accepting this lease expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the land leased hereunder which would violate the obstruction height limitations as set forth in Federal Air Regulation (FAR), Part 77. In the event the aforesaid covenants are breached, the LESSOR reserves and the right to enter upon the land leased hereunder and to remove the offending obstruction, all of which shall be at the expense of the LESSEE.
14. The LESSEE, by accepting the lease, agrees for itself, its successors and assigns that it will not make use of the leased premises or any manner which might interfere with the landing and taking off of aircraft from this airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the LESSOR reserves the right to enter upon the premises hereby leased and cause the abatement of such interference at the expense of the LESSEE.
15. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958, as amended.
16. This lease and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said airport or the exclusive or non-exclusive use of the airport by the United States during time of war or national emergency.

Calexico International Airport
April 17, 2016
Exhibit "C"

Mexicali Rose
Fees for new 3-year lease agreement
And automatic renewal

April 17, 2016	April 16, 2017	\$884.05
April 17, 2017	April 16, 2018	\$911.55
April 17, 2018	April 16, 2019	\$938.89
Automatic Renewal Option		
April 17, 2019	April 16, 2020	\$967.05
April 17, 2020	April 16, 2021	\$996.06
April 17, 2021	April 16, 2022	\$1025.94

CITY OF CALEXICO
AIRPORT LAND LEASE AGREEMENT

THE CITY OF CALEXICO, a municipal corporation

CALEXICO INTERNATIONAL AIRPORT
608 HEBER AVENUE
CALEXICO, CA 92231
"LESSOR"

AND

PRISCILA SANCHEZ BARAJAS
MEXICALI ROSE
805 WEST 2ND STREET
CALEXICO, CA 92231
"LESSEE"

DATE: April 17, 2016

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PARAGRAPH NO.	TITLE	PAGE NO.
I	Parties	3
II	Lease Property	3
III	Purpose	3
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LEASE AGREEMENT

PREAMBLE

This agreement is intended to memorialize the terms of an agreement between the City of Calexico and Priscila Sanchez Barajas, to rent certain real property to said individual for the purpose of operating a restaurant (Mexicali Rose) at the Calexico International Airport. IT IS HEREBY AGREED THAT:

■

PARTIES

The CITY OF CALEXICO, a municipal corporation, is hereinafter referred to as LESSOR. PRISCILA SANCHEZ BARAJAS, is hereinafter referred to as "LESSEE." LESSOR and LESSEE, do hereby enter into this lease as of April 17, 2016.

II

LEASE PROPERTY

LESSOR, for and in consideration of the terms, condition and covenants herein contained, does hereby lease to the LESSEE, and the LESSEE hereby leases and rents from LESSOR, that certain land located at 805 West Second Street, Calexico, California described as follows:

A 36' x 75' parcel of ground comprising two thousand seven hundred (2,700) square feet located eighty feet west of and in line with the existing terminal building at the Calexico International Airport. It also includes 13 parking spaces on the south side of the building (Exhibit "A").

III

PURPOSE

It is intended by the Parties that LESSEE use said premises for the purpose of operating a restaurant open to the general public at least eight (8) hours each day and five days per week of every calendar month. LESSEE shall not use the premises for any other purpose that specified above without first obtaining the written consent of LESSOR. Using the premises for any other purpose than that specified above shall constitute a material breach of the terms of this lease.

IV

LEASEHOLD TERM

The term of this lease shall be (3) years commencing on **April 17, 2016** and expiring on **April 16, 2019**, at midnight, unless sooner terminated as hereinafter provided.

It is understood and agreed that if the LESSEE shall make all payments called for herein promptly as the same become due, and perform all of the covenants herein required by the Lease, the LESSEE hereunder is hereby given the right and option of renewing this lease for an **additional period of three (3) years** from and after the termination of the basic period of this lease, which option must be exercised by giving notice in writing of intention to exercise this option to the LESSOR, WHICH NOTICE MUST BE GIVEN NOT MORE THAN SIXTY (60) DAYS NOR LESS THAN THIRTY (30) DAYS PRIOR TO THE TERMINATION OF THIS LEASE. Such renewal shall be upon the same terms as herein contained except that the rental rates shall be the rate then currently in effect subject to the adjustments for increase in rental value of the property in accordance with this lease agreement.

PROVIDE, HOWEVER, that during the time of war or national emergency, the LESSOR shall have the right to lease the demised premises, or any part thereof, to the United States Government for military or naval use; and, if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the government, shall be suspended.

V

RENT

The monthly rental payment shall be the sum of Eight Hundred Eighty Four Dollars and five cents (\$884.05), and will be payable in advance on the first day of each month commencing April 17, 2016. Said rental payment is to be adjusted annually by a 3% (three) percent annual increase over the term of the lease. The initial sum paid shall include the first and last month's rent.

VI

CONDITION RIGHT OF ENTRY FOR INSPECTION

LESSEE has inspected this property and agrees to lease the property "as is". LESSOR hereby retains the right to enter the premises at reasonable times for the purpose of inspecting the facility as to its maintenance and repair.

VII

COMPLIANCE WITH CITY, STATE AND FEDERAL LAWS

The LESSEE hereby agrees to comply with all City, County, State, and Federal ordinances and statues that are applicable to this lease agreement and this restaurant business. In the Federal Aviation Administration section, as shown on Exhibit "B", F.A.A. Requirements attached hereto and made a part hereof.

VIII

LICENSES AND CERTIFICATION

The LESSEE will not conduct any business activity, nor offer any services without obtaining, and maintaining in current status at all times, all licensing and/or certification as may be required by applicable Federal, State, and local authorities.

IX

LIABILITY OF LESSOR

LESSEE agrees to save and hold LESSOR harmless from any injury to person or damage to property arising out of or in connection with LESSEE'S occupancy of the premises covered by this lease. LESSEE agrees to indemnify LESSOR for any and all damages that may result to LESSOR from LESSEE'S use of the facility pursuant to this agreement.

X

FIRE AND CASUALTY INSURANCE

LESSEE agrees to carry fire and casualty insurance on the building and premises in an amount of replacement cost.

XI

PUBLIC LIABILITY AND INSURANCE

This lease is made upon the expressed condition that LESSOR shall be free from all liability and claim for damages for reason of any injury to any person or persons including but not limited to LESSEE, their employee, subtenants, agents, contractors, assigns and/or customers, or property of any such person and to whomsoever belonging, including LESSEE'S caused by any acts or omissions of LESSEE, his employees, subtenants, agents, contractors, assigns and/or customers whether in, upon or in any way connected with said premises or in the runways and streets adjacent thereto during the term of this lease or any extension thereof or any occupancy hereunder.

LESSEE hereby covenants and agrees to indemnify and save LESSOR harmless and the whole of the leased premises free from all claims, liens, loss, detriments, or liability at any time or time resulting from injuries to or the death of any person or persons or from damage to any and all property adjoining, caused by any acts or omissions of LESSEE, his employees, subtenants, agents, contractors, assigns and/or customers, including but not limited to, the non-compliance or mis-compliance of any law, ordinance, regulation or authority respecting the condition, use, occupancy, sanitation or safety of the leased premises or any part thereof, or resulting from any act or omission, whatever done or suffered in or about the leased premises, or any part thereof, including the reasonable costs and attorney's fees of LESSOR in defending against same.

LESSEE further agrees to take out and keep in force during the term hereof at LESSEE's expense, insurance against any injury to persons or property LESSEE's employees, subtenants, agents, contractors and assigns and/or customers resulting from accidents occurring in or about said premises in the amount of not less than ONE MILLION DOLLARS (\$1,000,000.00) to indemnify against the claim of one person and not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for property damage. The LESSEE shall provide the LESSOR with a Certificate of Insurance naming the City of Calexico as an additional insured covering such liability.

XII

UTILITIES AND REAL ESTATE TAXES

LESSEE hereby agrees to pay before delinquency all charges for water, gas, electricity, telephone and other public services used on the leased premises.

LESSEE shall pay before delinquency all real property taxes, sales tax, and assessments assessed against the leased premises including land, buildings and improvements.

LESSEE also shall pay all taxes, licenses and fees levied, assessed or imposed by reason of LESSEE's use of the premises including all personal property taxes. In the event that any taxes and/or assessments are paid by LESSOR, LESSEE hereby agrees to reimburse LESSOR upon presentation of bills for same by LESSOR or the public agency responsible therefore.

XIII

ASSIGNMENT

The LESSEE shall not sublet the leased premises or any part thereof, nor assign or transfer this lease without the written consent of LESSOR, but LESSOR agrees that it will not unreasonably withhold consent provided such assignment, subletting, or transfer will not relieve LESSEE of the agreements and obligations contained herein. The

voluntary or other surrender of this lease by LESSEE, or a mutual cancellation thereof, shall not work a merger, and shall at the option of LESSOR, terminate all or existing subleases or sub tenancies or may, at the option of LESSOR, operate as an assignment to him of any or all of such subleases or sub tenancies.

XIV

DEFAULT

In the event that LESSEE shall any time fail, neglect or refuse to pay when due any other sum or sums which may become due from LESSEE to LESSOR hereunder, or shall fail, neglect or refuse to perform or observe one or more of the other covenants or conditions of this lease on its part to be performed or observed, or should the leased premises be vacated or abandoned, and in the event that any such failure, neglect, refusal or abandonment shall continue after the expiration of a three (3) day period from after the service of written notice by LESSOR upon LESSEE in the event of non-payment of rent, or of a fifteen (15) day period from and after the service of such a notice in the event of any other default, then, after the expiration of said period or at any time thereafter during the continuance of such failure, neglect, refusal or abandonment without further notice or demand either to LESSEE or any persons or person claiming under it, LESSOR may, at its option (a) accelerate the rental for the whole of the unexpired term and it shall become immediately due and payable; (b) remain out of possession of the leased premises and continue to enforce all of the terms and conditions of this lease, which shall include the right to recover from LESSEE each installment of rent as it becomes due; (c) enter upon and repossess the leased premises.

XV

ALTERATIONS, MAINTENANCE AND REPAIRS

LESSEE, at his sole cost and expense, shall maintain subject premises in a neat and orderly condition at all times. Trash, papers, garbage and other debris shall not be permitted to accumulate on parking lot or around leased premises.

In the event LESSOR notifies LESSEE in writing of any unsightly condition existing on subject premises, LESSEE hereby agrees to forthwith correct the condition to LESSOR's satisfaction.

LESSEE further agrees to maintain and keep in good repair all improvements on subject premises including buildings and structures so that said buildings and improvements are at all times in a neat, orderly, attractive and safe condition and in good repair.

LESSEE shall not make any alterations or place or permit to be placed any sign, marquee or awning on the premises without written consent of LESSOR first obtained,

and LESSOR may post notices of said premises to exempt him from responsibility for any work done by LESSEE on the leased premises.

LESSOR reserves the right, without obligation on its part to do so, to further develop or improve the facilities herein regardless of the desire or view of the LESSEE, and without interference or hindrance. In the event LESSOR so elects to install, erect, improve or construct such improvements, the LESSOR shall bear the entire costs thereof.

XVI

SIGNS

LESSEE may affix on premises signs bearing LESSEE's name or the name of the propose business, provided, however, that such signs must be first submitted to the LESSOR for its approval of the design, size, style, color and dimension and locations of all such signs. Within ten (10) days after submittal of a sketch of such signs showing the details specified above, LESSOR shall indicate its written approval or disapproval and suggested alterations to correct the sign to LESSOR's satisfaction. LESSOR shall not be unreasonable in withholding approval in connection with the foregoing.

XVII

CHANGES REQUIRED BY LAW

In the event any changes, improvements, or additions to the premises, as distinguished from repairs, are required to be made during the term of this lease by any governmental authority or under or by virtue of any law, ordinance or governmental regulation because of the nature of LESSEE's business or his use of the premises, the same shall be made and paid for by LESSEE.

XVIII

LIENS

LESSEE covenants to keep the premises and the improvements thereon at all times during the term hereof free of mechanics' liens and other liens of like nature other than liens created or claimed by reason of any work done or the instance of LESSOR, and at all times to protect fully and indemnify LESSOR against all such liens or claims which may ripen into such liens and against all attorneys' fees, and other costs and expenses growing out of or incurred by reason of or on account of such liens or claims.

XIX

SUBORDINATION

This lease shall be subordinate to the provisions and requirements of any existing or future agreement between the LESSOR and the United States of America relative to the development, operation, or maintenance of the Airport and the provisions of any existing or future agreement between the LESSOR and the United States of America relative to the operation or maintenance of the Airport, the execution of which has been or may be required as condition precedent to the expenditures of federal funds for the development of the Airport.

XX

COSTS AND FEES

LESSEE agrees to pay all costs, expenses and LESSOR's attorney's fees in any action or proceeding commenced by LESSOR to enforce provisions in this lease.

LESSOR, however, shall be required to pay costs, expenses and LESSEE's attorney's fees in the event that the Court sustains LESSEE in any action between LESSOR and LESSEE.

XXI

NOTICE

Wherever in this lease it shall be required or permitted that notices of demand be given or served by either party to this lease to or on the other, such notice or demand shall be given or served and shall not be deemed to have been duly given or served unless in writing which is served personally or by certified or registered mail, addressed as follows:

LESSOR: City Hall, 608 Heber Avenue, Calexico CA 92231

LESSEE: Priscila Sanchez Barajas, 805 West 2nd Street, Calexico CA 92231

XXII

WAIVER

Except to the extent that the LESSOR may have otherwise agreed in writing, no waiver by LESSOR of any breach by LESSEE of any of their obligations, agreements or covenants hereunder shall be deemed to be a waiver of any subsequent breach of the same or any other covenant, agreement or obligation. No shall any forbearance by

LESSOR to seek a remedy for any breach LESSEE be deemed a waiver by LESSOR of its rights or remedies with respect to such breach.

XXIII

TIME OF ESSENCE

Time is expressly declared to be the essence of this lease, and of each, every and all of the covenants and conditions herein contained.

XXIV

CONSTRUCTION OF LANGUAGE

Wherever in this lease any word of obligation or duty regarding either party are used they shall have the same force and effect as though in the expressed forms of covenants. The language in all parts of the lease shall be construed simply, according to its fair meaning and not strictly in favor of or against LESSOR or LESSEE.

XXV

PARTIES BOUND

This lease shall be binding upon and inure to the benefit of, as the case may require, the parties hereto and their executors, administrators, personal representatives, heirs, devisees, legatees and assigns, subject, however, all agreements and restrictions herein contained with respect to the assignment of, or other transfer of the interests of LESSEE.

XXVI

AGREEMENT

This lease containing a complete expression of the agreement between the parties hereto, and each party warrants there are no promises, representations, agreements, warranties, or inducements except such as are made herein and fully set forth. No alterations of any of its terms, covenants, or conditions shall be binding unless reduced to writing and signed by the parties hereto. It is agreed that each and every of the rights, remedies and benefits provided by this lease shall be cumulative, and shall not be exclusive of any other of said rights, remedies and benefits or of any other rights, remedies and benefits allowed by law.

XXVII

RENT ADJUSTMENT

The rental payments shall be adjusted annually by a 3% (three) percent annual increase over the term of the lease. See Exhibit "C".

XXVIII

TERMINATION OF LEASE

LESSOR OR LESSEE may terminate this lease upon giving sixty (60) days notice of said intent. If LESSOR (the City) exercises its right to terminate this lease, any improvements made by the LESSEE including the metal building, if not owned by the LESSOR, shall be removed from the land within a period time, and under terms and conditions agreed upon in writing between LESSOR and LESSEE. If LESSEE terminates this lease for any reason, any improvements made by the LESSEE and the metal building, if not owned by the LESSOR, shall be removed from the land within 30 days from the date of termination. If after 30 days LESSEE has not removed the metal building, or made other arrangements in writing with LESSOR, said building and any remaining contents shall become the property of LESSOR.

XXIX

SEVERANCE

If any provisions of this lease is determined to be void by a court of competent jurisdiction, then such determination shall not affect any other provision of this lease, and all such other provisions shall remain in full force and effect.

XXX

FUTURE AIRPORT DEVELOPMENT RESERVATIONS

Any lease or lease amendment will be with a complete understanding by both parties that the City of Calxico is planning future development and expansion of the Calxico International Airport within the next few years and the lease agreement will not in any way provide the LESSEE a leasehold or restriction on the property to be developed.

IN WITNESS WHEREOF, the LESSOR and LESSEE have executed this lease agreement as of the day and year first above written.

IN WITNESS WHEREFORE, the parties hereto have executed this agreement in duplicate on the day and year above written.

LESSOR: CITY OF CALEXICO

By: _____
Nick Fenley, Interim City Manager

LESSEE: TENNANT

By: _____
Priscila Sanchez Barajas – Owner

Attention:
(The California Government Code requires that all lease of City property be recorded at the Office of the County Recorder. Therefore, the signatures on this page must be notarized)

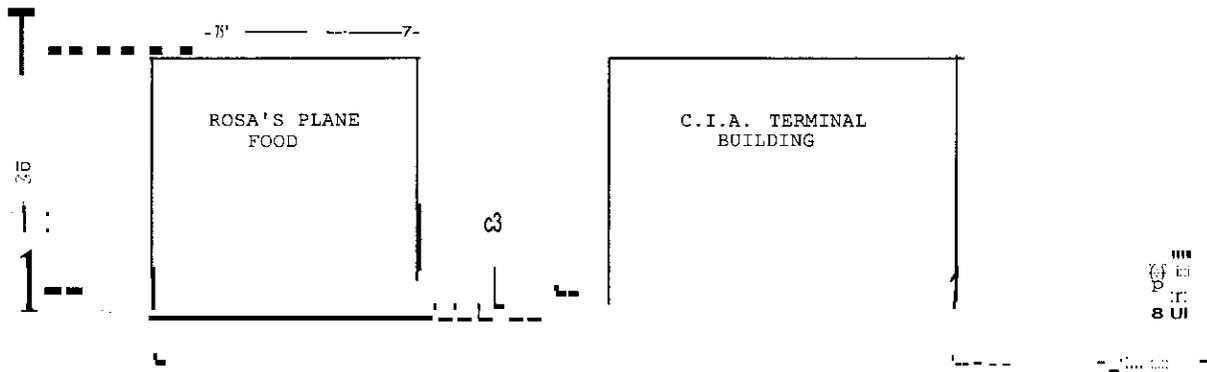
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RAHP--R' HBL,

EXHIBIT A



2	3	4	5	6	7	8	9	10	11	12	.
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2nd STREET/ DE ANZA RD.

EXHIBIT "B"

LEASE PROVISIONS REQUIRED BY THE
FEDERAL AVIATION ADMINISTRATION

1. The LESSEE, for herself, hers heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree "as a covenant running with the land" that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease, for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations. DOT. Subtitle A. Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
2. The LESSEE, for herself, her personal representative, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree "as a covenant running with the land" that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the LESSEE shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulation may be amended.
3. That in the event of breach of any of the above nondiscrimination covenants, LESSOR shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease, had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are allowed and completed including expiration of appeal rights.

.....

4. LESSEE shall furnish its accommodations and/or services on a fair equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED THAT the LESSEE may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.
5. Non-compliance with Provision 4 above shall constitute a material breach thereof and in the event of such non-compliance with LESSOR shall have the right to terminate this lease agreement, and the estate hereby created without liability therefore or at the election of the LESSOR or the United States either or both said Governments shall have the right to judicially enforce provisions.
6. LESSEE agrees that it shall insert the above five provisions in any lease agreement, by which said LESSEE grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the premises herein leased.
7. The LESSEE assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. the LESSEE assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The LESSEE assures that it will require that its covered sub-organizations provide assurance to the LESSOR, that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.
8. The LESSOR reserves the right to further develop or improve the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the LESSEE in this regard.
9. The LESSOR reserves the right, but shall not be obligated to the LESSEE to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the LESSEE in this regard.
10. This lease shall be subordinate to the provisions and requirements of any existing or future agreement between the LESSOR and the United States, relative to the development, operation or maintenance of the airport.

11. There is hereby reserved to the County, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein leased. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace of landing at, taking off from or operation on this airport.
12. LESSEE agrees to comply with notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of building is planned for the leased premises, or in the event of any planned modification or alteration of any present or future building or structure situated on leased premises.
13. The LESSEE, by accepting this lease expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the land leased hereunder which would violate the obstruction height limitations as set forth in Federal Air Regulation (FAR), Part 77. In the event the aforesaid covenants are breached, the LESSOR reserves and the right to enter upon the land leased hereunder and to remove the offending obstruction, all of which shall be at the expense of the LESSEE.
14. The LESSEE, by accepting the lease, agrees for itself, its successors and assigns that it will not make use of the leased premises or any manner which might interfere with the landing and taking off of aircraft from this airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the LESSOR reserves the right to enter upon the premises hereby leased and cause the abatement of such interference at the expense of the LESSEE.
15. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958, as amended.
16. This lease and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said airport or the exclusive or non-exclusive use of the airport by the United States during time of war or national emergency.

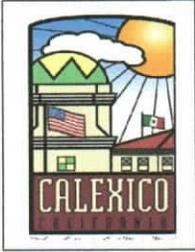
Calexico International Airport
April 17, 2016
Exhibit "C"

Mexicali Rose
Fees for new 3-year lease agreement
And automatic renewal

April 17, 2016	April 16, 2017	\$884.05
April 17, 2017	April 16, 2018	\$911.55
April 17, 2018	April 16, 2019	\$938.89
Automatic Renewal Option		
April 17, 2019	April 16, 2020	\$967.05
April 17, 2020	April 16, 2021	\$996.06
April 17, 2021	April 16, 2022	\$1025.94

**AGENDA
ITEM**

9



AGENDA STAFF REPORT

DATE: May 3, 2016

TO: Mayor and City Council

APPROVED BY: Nick Fenley, Interim City Manager 

PREPARED BY: Nick Fenley, Interim City Manager

SUBJECT: Authorize Interim City Manager to Sign and File Release of Lien for the Sherman Industrial Park

=====

Recommendation:

Authorize Interim City Manager to Sign and File Release of Lien for the Sherman Industrial Park.

Background:

On June 6, 1995, the City Council of the City of Calexico adopted Resolution No. 95-24 authorizing the recordation of the Final Map for the Sherman Industrial Park. One of the conditions of the Final Map was that the owners (Sun W. Louie and Kay Louie), at no expense to the City, were responsible for the installation and construction of off-site improvements (sewer line curb, gutter and sidewalk, waterline, fire hydrant, street light, etc.).

Discussion & Analysis:

City staff has been notified that all off-site improvements have been completed, City Staff conducted an inspection of the site and determined the improvements were completed and are in proper working order, therefore City Staff recommendation is for the City Council authorize the Interim City Manager to sign the Release of Lien for the Sherman Industrial Park. The owners is in the process of selling one of the parcels for development.

Fiscal Impact:

None.

Coordinated With:

Public Works Department.



Attachment:

1. Release of Lien
2. Resolution No. 95-24
3. Sherman Industrial Park Final Map
4. Subdivision Surety Agreement
5. Real Property Lien and contract for Improvements in Public Right-of-Way
6. Public Works Staff Reports

RECORDING REQUESTED BY:
City of Calexico

AND WHEN RECORDED MAIL TO:
City of Calexico
Office of the City Manager
608 Heber Avenue
Calexico, CA 92231

RELEASE OF LIEN

NOTICE HIS HEREBY GIVEN that Sun W. Louie and Kay Louie, owners, claimed by City of Calexico against Sherman Industrial Park and recorded in the Official Records of the Office of the County Recorder of Imperial County, State of California, on July 10, 1995 in Book 1813 at Page 1691 as Instrument No. 95015070 of the Official Records of said County, with respect to that certain real property located in said County and more particularly described in said lien, is hereby released, the claim thereunder having been fully paid and satisfied as to said real property.

CITY OF CALEXICO, a municipal Corporation of
the State of California

Dated: _____

Nick Fenley, Interim City Manager

ACKNOWLEDGEMENT

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

State of California
County of Imperial

On _____, 2016 before me, _____ personally appeared Nick Fenley, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to be that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)
Signature of Notary Public

RESOLUTION NO. 95-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALEXICO AUTHORIZING RECORDATION OF FINAL MAP FOR SHERMAN INDUSTRIAL PARK.

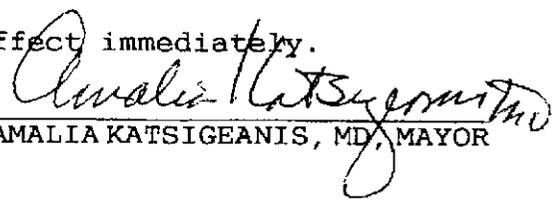
WHEREAS, The applicant Sun W. Louie and Kay Louie Husband and Wife have requested the recordation of the Final Map for the Sherman Industrial Park; and

WHEREAS, The Planning Commission has held public hearings and required certain dedications, conditions and improvements; and

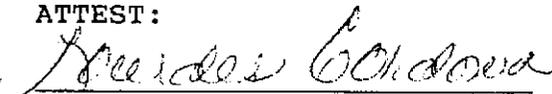
NOW, THEREFORE, The City Council of the City of Calexico hereby resolves as follows:

1. That the Final Map for Sherman Industrial Park is hereby ordered to be recorded with all appropriate dedications, conditions and improvements as requested by the Planning Commission of the City of Calexico, City Engineering Department and Public Works Department.

2. This Resolution is to take effect immediately.


AMALIA KATSIGEANIS, MD, MAYOR

ATTEST:


LOURDES CORDOVA, CITY CLERK

APPROVED AS TO FORM:


MICHAEL L. ROOD, CITY ATTORNEY

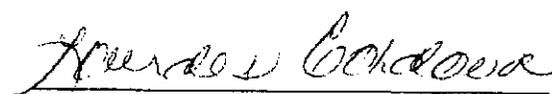
STATE OF CALIFORNIA)
COUNTY OF IMPERIAL) SS.
CITY OF CALEXICO)

I, LOURDES CORDOVA, City Clerk of the City of Calexico, do hereby certify that the above and foregoing Resolution No. 95-24 was duly passed and adopted by the City Council at a regular session on the 6th day of June, 1995, by the following vote to-wit:

AYES: KATSIGEANIS, HASHEM, ROMERO, RIOSECO, GUZMAN

NOES: NONE

ABSENT OR NOT VOTING: NONE


LOURDES CORDOVA, CITY CLERK

S E A L

BOOK 1813 PAGE 168

95015069

RECORDING REQUESTED BY & RETURN TO:
CITY OF CALEXICO
ENGINEERING DEPARTMENT
608 HENDER AVE.
CALEXICO, CA 92231
ATT'N: JOSE CARLOS ROMERO, P.E.

DOLORES PROVENCIO
COUNTY RECORDER
BOOK 1813 PAGE 168
'95 JUL 10 AM 9 01
OFFICIAL RECORDS
IMPERIAL COUNTY, CA

NO FEE

SUBDIVISION SURETY AGREEMENT

ACKNOWLEDGEMENT

It is hereby acknowledged that RANCHO DEVELOPERS, INC., SUB W. LOUIE AND KAY LOUIE hereinafter called "Subdivider" has filed with the CITY OF CALEXICO, hereinafter called the "City", a Tentative Map for that certain subdivision known as SHERMAN INDUSTRIAL PARK, hereinafter called "Subdivision", which has been approved by Planning Commission of the City as being in accordance with all State laws and local ordinances and regulations, as well as any rulings applicable thereunder at the time of filing.

Subdivider now desires that the City Council of City give final approval of the Final Map of said subdivision, subject to improvements being made in said subdivision as may be required.

AGREEMENT

IT IS HEREBY AGREED THIS 16 day of June 1995 as follows:

1. In consideration of the City Council's approval of the filing of the Final Map of SHERMAN INDUSTRIAL PARK SUBDIVISION which is submitted herewith, prior to the performance of all work of improvement shown to be done on the Tentative and Final Maps and plans for improvements titled SHERMAN INDUSTRIAL PARK SUBDIVISION IMPROVEMENT PLANS (11 SHEETS), prepared by South Valley Engineering, INC., which documents are herein referred to as "Off-Site Improvements" and incorporated and made a part thereof, Subdivider does hereby agree to provide a good and sufficient improvement security to insure that the performance of all works of improvement to be done on said Tentative Map and Final Maps and said plans for improvement are in accordance with the standards established by the laws of the State of California, local ordinances and regulations, and any rulings made thereunder which are applicable at the time of approval of the Tentative Map.

2. All of said work of improvements shall be completed within one (1) year from the date hereof, unless the time is extended in writing by the Council of City, and shall be performed to the satisfaction of the City Engineer.

3. Subdivider warrants and guarantees said work for a period of one (1) year following the completion and acceptance thereof by City against any defective work or labor done, or defective materials furnished and subdivider further agrees to maintain the improvements for said one (1) year period commencing with City's acceptance of same. As security for the promise warranty, an guaranty of this Paragraph 3 for said one (1) year period, Subdivider shall deposit a sum of money with the City equivalent to not less than five (5%) per cent of the estimated cost of said improvements as established herein. As an alternative, subdivider may provide City with an equivalent security such as satisfactory bond, or instrument of credit as described in Government Code Section 66499.

4. The improvement security required hereunder shall be of that kind and type specified in all parts and subsection of section 66599 of the Government Code of the State of California and shall be in the following amounts and for the following purposes:

(a) An amount not less than 100% of the total estimated cost of the improvements for the faithful performance of this agreement; and

(b) An amount not less than 100% of the total estimated cost of the improvements securing payment to the contractor, and his subcontractors, and to persons renting equipment or furnishing labor or materials to them for the improvements.

5. The improvement security required herein for faithful performance of this agreement may be reduced in amount, but not more often than once per month, as the work or improvement is completed. In no event shall this security be reduced in amount until progress reports are submitted to the City and the City determines that the work in fact, has been completed and the amount by which the security shall be reduced. The determination by the City as to the completion of work or improvement and the amount by which the security shall be reduced shall be conclusive. In no event, however, shall the amount of this improvement security be reduced to less than ten percent (10%) until that liability established by all parts and subsections of this Agreement (with the exception of Paragraph 3 hereof) is terminated.

The improvement security securing the payment of the contractor, his subcontractor, and to persons renting equipment or furnishing labor or material shall be released only in compliance with all parts and subsection of section 66499 et seq, including section 66499.7 of the Government Code of the State of California.

6. A monument bond or security to be furnished as required, in an amount specified by City Engineer pursuant to Section 66496 and 66499 of the Government Code of the State of California.

7. Subdivider to pay a fee of 2.00% *** (see below) of the estimated construction cost of the "Off-Site" improvements, with a minimum fee of \$20.00 as set out in Ordinance No. 91-1 of the City of Calexico, as inspection fees.

8. The completion of improvements required hereunder and the date of completion shall be determined and certified by the City Engineer.

9. Subdivider hereby acknowledges that the statements set forth in the foregoing acknowledgement are true and correct; that he has read this agreement and understands the same; the release of security as set forth herein shall be at the discretion of the City and shall be so released only in accordance with the terms of the applicable laws of the State of California, local ordinances and regulations.

Executed this 16 day of June, 1995, at Calexico, California.

SUBDIVIDER:
By: Ray Louis Sum W. Louis
RAY LOUIS SUM W. LOUIS

Address: 610. Ashton Rd. Km Center CA 91115

CITY OF CALEXICO
By: Alejandro Armenta
ALEJANDRO ARMENTA, CITY MANAGER

APPROVED AS TO FORM:
By: Michael Rodd
MICHAEL RODD, CITY ATTORNEY

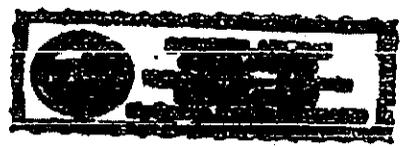
STATE OF CALIFORNIA
COUNTY OF Imperial) S.S.

On 6/14/95 before me, DONALD L. SCOVILLE
a Notary Public in and for said County
and State, personally appeared SUN W. LOUIE + Kay Lewis

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

WITNESS my hand and official seal

Signature Donald L. Scoville



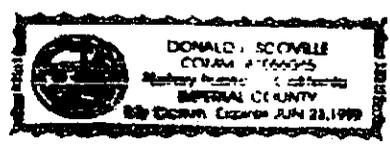
STATE OF CALIFORNIA
COUNTY OF _____) S.S.

On _____ before me,
a Notary Public in and for said County
and State, personally appeared _____

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

WITNESS my hand and official seal

Signature _____



Recorder's Memo: Poor Record is
due to quality of original.

STATE OF CALIFORNIA
COUNTY OF _____

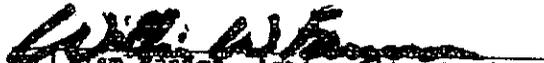
On this _____ day of _____, in the year 19__ before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as _____ and/or _____ or on behalf of the Corporation therein named and on behalf of the Partnership; and acknowledged that the Corporation executed and the Partnership executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for said County and State

TO BE APPROVED BY THE CITY ENGINEER *

- 1. Amount of faithful performance bond \$ 251,432.00
 - 2. Amount of labor and materials bond \$ 453,452.00
 - 3. Amount of monument bond \$ 2,000.00
 - 4. Inspection fees \$ 2,000.00
- * Per Record Documents Labeled "Real Property Lien and Contract For Improvements in Public Rights-Of-Way"


 William Fannon, Acting City Engineer
 City of Celixico

Made as called. 28-10-1888

95015070

BOOK 1813 PAGE 1691

DOLORES PROVENCIO

RECORDING REQUESTED BY & RETURNED TO

COUNTY RECORDER
BOOK 1813 PAGE 1691

CITY OF CALEXICO
ENGINEERING DEPARTMENT
400 HEREDIA AVENUE
CALEXICO, CA 92231

'95 JUL 10 AM 9 01

OFFICIAL RECORDS
IMPERIAL COUNTY, CA

NO FEE

DATE: JOSE CARLOS ROMERO

**REAL PROPERTY LIEN AND CONTRACT FOR
IMPROVEMENTS IN PUBLIC
RIGHTS-OF-WAY**

THIS AGREEMENT entered into by and between CITY OF CALEXICO, a municipal corporation of the State of California, hereinafter referred to as "City", and Rancho Developers, Inc., Bud W. Louis and Kay Louis hereinafter referred to as "Owner".

WHEREAS, Owner has been approved by the City for Subdivision of the real property hereinafter described in Exhibit "A" attached hereto and made a part hereof, now under owner's ownership; and

WHEREAS, ordinances of the City require improvements as a condition of Subdivision; and

NOW, THEREFORE, IT IS AGREED between the parties hereto as follows:

Section 1. That the PROPERTY OWNER agrees to install and construct, or cause to be installed or constructed, the improvements herein set forth in accordance with plans and specifications approved by the City Engineer.

Said improvements shall be made without cost or expense to the City except as noted in Development Conditions. City estimates that the costs of engineering and construction of said improvements at the time of signing this contract are \$453,453.00 as more particularly described in the attached Engineer's Cost Estimate, Exhibit "B". Owner hereby acknowledges that said costs at this time and that the actual costs of same at some time in the future may differ from this estimate.

Section 2. That for the faithful performance of the promises and covenants herein contained, Owner hereby grants to City a Lien upon the hereinbefore described property in the amount of \$453,453.00 plus any future advances in excess of this sum resulting from increased engineering and construction costs and, in the event the Owner, his successors, heirs, assigns, or transferees fail to install and construct said improvements in the manner and within the time specified herein, he agrees that the City may do any or all of the following:

a. Have the necessary engineering for said improvements done and install and construct said improvements by contract or otherwise. City or its contractor and his employee may enter upon any portion or portions of the property reasonably necessary for said engineering and construction, and the entire cost and expenses shall be charges against said property and payable by said Owner, his successors heirs, assigns, or transferee, immediately upon completion of said improvements. In the event same is not paid within thirty (30) days from completion, City may foreclose said lien as provided by law for the foreclosure of mortgages.

b. Direct the City Engineer to estimate the costs of necessary engineering, and work required to install and construct said improvements, and foreclose said lien in said amount.

c. Pursue any remedy, legal or equitable (including those specifically referred to herein), for the foreclosure of a lien, and the Owner, his successors, heir, assigns, and transferee, shall be liable for reasonable attorney's fees as additional costs in said proceedings.

Section 3. It is further agreed by the Owner that it will pay review and inspection fees equal to 2% of the total "off-site" improvements costs which based on City estimates at this time are \$2,062.06. Said payment for review and inspection fees are further described in the "Subdivision Surety Agreement". The Owner hereby agrees that before any building permits are issued for development of any lots in the Subdivision, it must submit and pay the pro-rata share of the total inspection fee for the phase being developed or portion thereof.

It is agreed by the Owner that the requirements of this section are in addition to the liens being granted by the Owner to the City.

It is hereby agreed by the Owner that this lien agreement shall be recorded for Sherman Industrial Park Subdivision.

Section 4. That it is agreed that anything herein contained to the contrary notwithstanding, the premises and covenants made herein shall be binding upon the holders, mortgagees, or beneficiaries of any mortgage or deed of trust, for value which has been or may in the future be executed by the Owner, his successors, heirs, assigns, or transferees and the lien hereby created shall be and is hereby subordinated to and declared to be inferior and subsequent in lien to the lien of any such existing or future mortgage or deed of trust. It is also hereby understood that developers for any of the particular lots within the Sherman Industrial Park Subdivision will be able to obtain a release of lien if said improvements for those lots have been completed. City agrees to subordinate the lien contract for a lot upon receipt of satisfactory improvements guarantees for the subject lot upon which the lien contract is to be subordinated.

Section 5. City shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage occurring to the work or improvements specified in this agreement prior to the completion and acceptance of the same; nor, during said period of construction shall City, nor any officer or employee thereof, be liable for any persons or property injured by reason of said work or improvements, but all of said liabilities shall be assumed by Owner, and his successors, heirs, assigns, and transferees, and they shall hold the City harmless from, and indemnify the City against, any and all claims, suits and liabilities of or to any person or property injured or claiming to be injured as a result of said work or improvements. Owner, and his successors, heirs, assigns, and transferees, further agrees to protect City and the officers and employees thereof from all liability or claim because of, or arising out of, the use of any patent or patented article in the construction of said improvements.

Section 6. It is further agreed that Owner will after the commencement of construction and at all times up to the completion and acceptance of said work and improvements by the City, give good and adequate warning to the traveling public of any dangerous or defective conditions of public property. The Owner hereby agrees to pay for such inspection of improvements as may be required by the City Engineer or City.

Section 7. This agreement and the covenants contained herein shall be binding upon and inure to the benefit of the successors, heirs, assigns, and transferees of Owner, shall run with said real property, and create an equitable servitude upon said real property.

Section 8. A description of the property referred to herein and upon which said lien is imposed is described on Exhibit A attached.

Section 9. The improvements required and the estimated costs thereof are described in the South Valley Engineering, Inc. "Off-Site Improvement Drawings on file at City Hall, 408 Heber Avenue, Calexico, CA which are made a part hereof, and are comprised of the off-site improvement drawings for Sherman Industrial Park Subdivision consisting of 11 sheets all of which were approved by the acting City Engineer, William W. Pannan for the City of Calexico.

Section 10. City hereby agrees to release any lots from the lien agreement once infrastructure improvements have been completed, per approved improvement drawings, for the particular lots.

BY: Sam W. Lewis

DATED: 6/16/95

Sam W. Lewis

Ray Louis

DATED: 6/16/95

Ray Louis

CITY OF CALEXICO
a municipal corporation of the
State of California

Annalia Katsigearis
ANNALIA KATSIGEARIS, MAYOR

DP FILE: 6/22/95

APPROVED AS TO FORM:

DATED: 6-21-95

Michael L. Hood
MICHAEL L. HOOD, CITY ATTORNEY

DATED: 7-21-95

Loudden Cordova
LOURDEN CORDOVA, CITY CLERK

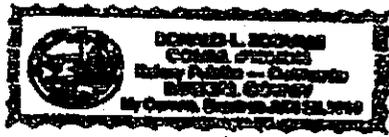
STATE OF CALIFORNIA
COUNTY OF IMPERIAL) S.S.

On 12th of June 1997 before me, Donald L. Scialli
a Notary Public in and for said County
and State, personally appeared SUN W. LOUIS & KAY LOUIS
personally known to me

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

WITNESS my hand and official seal

Signature Donald L. Scialli



STATE OF CALIFORNIA
COUNTY OF _____) S.S.

On _____ before me,
a Notary Public in and for said County
and State, personally appeared _____
personally known to me

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

WITNESS my hand and official seal

Signature _____

EXHIBIT "A"

~~GENERAL INDUSTRIAL PARK SUBDIVISION~~ In the City of Calexico, State of California being a subdivision of Parcels 1, 2, 3 and 4 as shown on Record of Survey Map filed in Book 5, page 99 at the County of Imperial Recorder's Office. being a Subdivision of a portion of Section 14, Township 17 South, Range 14 East, S.B.B. & M.

EXHIBIT B

IMPROVEMENT COST ESTIMATE

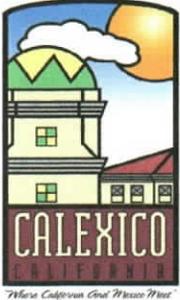
PROJECT: SHERMAN INDUSTRIAL PARK FILE: SHERMAN 3
 ON-SITE IMPROVEMENTS
 LOCATION: CALIFORNIA, CALIFORNIA
 JOB No: 93-079
 DATE: 06/22/95

DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL
A.C. PAVEMENT (3" THK)	54,443	SF	\$0.92	77,698
CLASS II BASE (9" THK)	96,278	SF	0.67	64,506
CONNECTION TO 12" MAIN	1	EA	125.00	125
CURB AND GUTTER (6")	2,261	LF	8.46	19,128
EARTHWORK CUT	20069	CY	0.92	18,463
EARTHWORK FILL	768	CY	1.26	968
FIRE HYDRANT ASSEMBLY	1	EA	500.00	1,500
GATE VALVE 6"	3	EA	788.04	2,364
GATE VALVE 8"	5	EA	1,095.84	5,479
GRANULAR SANDFILL	768	CY	6.44	4,948
P.C.C. THRUST BLOCK	16	EA	102.60	1,642
PCC HANDICAP RAMPS	4	EA	276.46	1,106
PCC SIDEWALK	2,825	SF	0.89	2,514
PVC ANNA C-900 8" DIA.	1,940	LF	26.27	50,964
SUBGRADE PREPARATION	114,616	SF	0.12	13,754
PVC SEWER SDR 35 (6" DIA)	350	LF	4.38	1,533
PVC SEWER SDR 35 (8" DIA)	2,135	LF	6.14	13,109
SEWER AND STORM DRAIN M.H.	15	EA	2,511.42	37,671
SPEED LIMIT SIGN	2	EA	90.60	181
STOP SIGN	2	EA	96.60	193
STREET LIGHTS	4	LF	1,130.00	4,520
STREET NAME SIGNS	2	EA	90.60	181
TIE 8"X8"X6"	3	EA	439.80	1,319
TIE 8"X8"X8"	2	EA	439.80	880
8"X6" C.I. REDUCER	1	EA	249.55	250
18" DIA. PVC STORM DRAIN PIPE	1080	LF	15.13	16,340
TEMPORARY BARRICADES	2	EA	727.00	1,454
P.C.C. CATCH BASIN	1	EA	2183.28	2,183
WATER METERS 1"	9	EA	240.88	2,168
P.C.C. CROSS GUTTER	766	SF	7.86	6,021
P.C.C. DRIVENWAY	1,350	SF	3.52	4,752
AC PAVEMENT SAWCUT	353	LF	0.36	134
A.C. OVERLAY	7,500	SF	0.72	5,400
CONNECT TO EX. SEWER M.H.	1	LS	443.04	443
6.0' HIGH CMU WALL	896	LF	34.11	30,742
6.0' HIGH CHAIN LINK FENCE	1,851	LF	5.50	10,181
MONUMENTATION	1.00	LS	2,000.00	2,000

SUB-TOTAL \$412,730
 CONTINGENCIES (10%) \$41,273
 GRAND TOTAL \$453,453



EXHIBIT "B"



CITY OF CALEXICO

Public
Works
Department



Water Distribution Division

To: Nick Fenley, Interim City Manager

From: Jose Saldana, Chief Operator, Water Distribution System

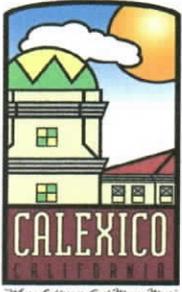
Date: April 13, 2016

RE: Final Inspection of Sherman Industrial Park

As per your request, I conducted the final inspection on the water utilities at the Sherman Industrial Park.

All of the water utilities services (Fire Hydrants, Gate Valves, Water Lines and Water Meter Services) are in place and functional, as required.

Viva Calexico!



CITY OF CALEXICO



Public
Works
Department

Sewer Collection Division

To: Nick Fenley, Interim City Manager
From: Arturo Estrada, Sewer Collection Chief Operator
Date: April 11, 2016

RE: Final Inspection of Sherman Industrial Park

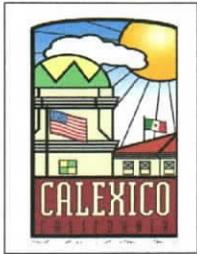
Final inspection of utilities and off-site improvements at the Sherman Industrial Park, have been completed.

The finds are, all of the utilities services (Strom Drain System, Sewer Manholes, Sewer Mains and Lateral Services), as well as, the final connection to the collection system at Eady Avenue, Streets, Curb & Gutters, Sidewalks, Driveway Approaches, Street Lights, Street Name and Stop Signs have been completed as required.

Cc: file

AGENDA
ITEM

10



AGENDA STAFF REPORT

DATE: May 3, 2016

TO: Mayor and City Council

APPROVED BY: Nick Fenley, Interim City Manager 

PREPARED BY: Nick Fenley, Interim City Manager

SUBJECT: Authorize Sidewalk Sales Two (2) Days Per Week
(Wednesday & Saturday)

=====

Recommendation:

Authorize Sidewalk Sales for Two (2) Days Per Week (Wednesday & Saturday), with a Fee of \$25.00 per month, commencing upon Council Approval and Ending on Black Friday, November 25, 2016.

Background:

The City of Calexico has allowed sidewalk sales in the downtown area on Wednesdays and Saturdays for many years. Sidewalk sales are a tool for the downtown merchants to attract customers to their place of business. Due to the current economic slowdown, the merchants and the BID have requested Council's support of sidewalk sales on Wednesdays and Saturdays through Friday, November 25, 2016.

Discussion & Analysis:

Recommendation Based on the decrease in in sales, due to the devaluation of the Mexican Peso, and the need to attract clients to the downtown area.

Fiscal Impact:

None

Coordinated With:

Calexico Business Improvement District

Attachment:

1. BID Recommendation





April 14, 2016

Nick Fenley, Interim City Manager
City of Calexico
608 Heber Avenue
Calexico, CA 92231

Dear Mr. Fenley:

The Business Improvement District Board at their meeting of April 13, 2016 took unanimous action to recommend to the City Council the following two (2) items:

1. Recommend a pilot program beginning upon Council approval until January 8, 2017 for the non-collection of parking meter fees and continue enforcing the two (2) hour limit.
2. Recommend sidewalk sales, under the current rules, for two (2) days a week on Wednesdays and Saturdays, with a fee of \$25.00 per month beginning upon Council approval and ending November 25, 2016, Black Friday.

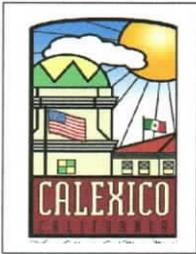
The recommendations are based on the decrease in sales, the devaluation of the Mexican Peso, and the need to attract clients to the downtown area. The BID Board respectfully requests the recommendations be presented to the City Council at their next Council meeting. Thank you,

Sincerely,

Mark Halloway, Chair

AGENDA
ITEM

11



AGENDA STAFF REPORT

DATE: May 3, 2016

TO: Mayor and City Council

APPROVED BY: Nick Fenley, Interim City Manager 

PREPARED BY: Nick Fenley, Interim City Manager

SUBJECT: Authorize the Implementation of a Pilot Program for the Non-Collection of Parking Meter Fees

=====

Recommendation:

Authorize Interim City Manager to implement a pilot program for the Non-Collection of Parking Meter Fees for the Downtown Area from May 2016 to January 8, 2017, with the continued enforcement of the two (2) hour limit.

Background:

Request was presented by the Business Improvement District for consideration of a Pilot Program for the Non-Collection of Parking Meter Fees in the downtown area from May 2016 to January 8, 2016. The City has, in the past, allowed for non-collection of meter fees during the summer months (July and August) and during the holiday season (November to January) to assist the downtown merchants. If approved, the City would cover the downtown meters from First Street through Fifth Street and from Paulin Avenue to Mary Avenue and the two hour parking limit would continue to be enforced during this time.

Discussion & Analysis:

The City has receives approximately \$234,000 in revenues from the downtown meters during the seven month period requested. This revenue is utilized to fund traffic control in the business improvement district area. Approval of this program would mean loss of revenue for the Traffic Control Division which is part of the General Fund.

Fiscal Impact:

Estimate \$234,000.00

Coordinated With:

Calexico Business Improvement District.



Attachment:

1. BID Recommendation
2. General Ledger Trial Balance



April 14, 2016

Nick Fenley, Interim City Manager
City of Calexico
608 Heber Avenue
Calexico, CA 92231

Dear Mr. Fenley:

The Business Improvement District Board at their meeting of April 13, 2016 took unanimous action to recommend to the City Council the following two (2) items:

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The recommendations are based on the decrease in sales, the devaluation of the Mexican Peso, and the need to attract clients to the downtown area. The BID Board respectfully requests the recommendations be presented to the City Council at their next Council meeting. Thank you,

Sincerely,

Mark Halloway, Chair

General Ledger

Detailed Trial Balance

User: ELacuesta
 Printed: 04/28/2016 - 2:48PM
 Period: 01 to 12, 2015



Account Number	Description	Budget	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
111	General Fund					
REVENUE						
111-20	Public Safety					
111-20-216-42121-000	Parking Meters/Lots	0.00				
6/30/2015 GL 12 150	Reclass Parking Meters to Division			0.00	351,541.13	
	111-20-216-42121-000 Totals:	0.00	0.00	0.00	351,541.13	-351,541.13
	Var: -351,541.13					
	111-20 REVENUE Totals:	0.00	0.00	0.00	351,541.13	-351,541.13
	REVENUE Totals:	0.00	0.00	0.00	351,541.13	-351,541.13
	111 Totals:	0.00	0.00	0.00	351,541.13	-351,541.13
	Report Totals:	0.00	0.00	0.00	351,541.13	-351,541.13