



**REGULAR MEETING OF THE
PLANNING COMMISSION
AND CITY COUNCIL OF THE
CITY OF WESTMORLAND**

WEDNESDAY, MARCH 6, 2024 6:00 PM
City Council Chambers
355 South Center Street
Westmorland, CA 92281

Mayor's Message

This is a public meeting. You may be heard on an agenda item before the Council takes action on the item upon being recognized by the mayor. During the oral communications portion of the agenda, you may address the Council on items that do not appear on the agenda that are within the subject matter jurisdiction of the Council. Personal attacks on individuals, slanderous comments, or comments, which may invade an individual's privacy, are prohibited. The mayor reserves the right to limit the speaker's time. Individuals wishing accessibility accommodations at this meeting, under the Americans with Disabilities Act (ADA), may request such accommodations to aid hearing, visual, or mobility impairment by contacting City Hall at (760) 344-3411. Please note that 48 hours advance notice will be necessary to honor your request.

Brown Act AB 361:

Location: Westmorland City Hall Council Chambers 355 S Center Street

Judith Rivera- Mayor
Xavier Mendez- Mayor Pro- Tem
Ana Beltran- Council Member
Justina Cruz- Council Member
Ray Gutierrez- Council Member

Call to Order:

Pledge of Allegiance & Invocation:

Roll Call:

Approval of the Agenda:

Oral Communication-Public Comment: Now is the time for any member of the public to speak to the Council. Please step to the podium and state your name and address for the record.

Staff Reports Non-Action Items:

Fire Department - Sergio Cruz

Police Department – Chief Monita

City Manager- Laura Fischer

Public Works Director - Ramiro Barajas

City Hall Supervisor/City Treasurer– Tami Castro

City Clerk – Christine Pish

Consent Agenda: Approve the Consent Agenda Items 1-2.

1. Approval of Meeting Minutes from February 21, 2024
2. Approval of City Warrant List.
3. Approval of Conveyor Group Yearly Renewal- Laura Fischer, Manager

Regular Business:

1. Discussion/Action to approve Resolution 2024-03 Section 125 Premium Only Plan, Plan Year Ending November 30, 2024- Christine Pisch, City Clerk
2. Discussion/Action to authorize the mayor to execute an agreement with the City of Brawley for dispatching services- Laura Fischer, Manager
3. Discussion/Action to authorize Teri Nava to preform the FY 2024 Annual monitoring for HOME- Assisted Rental Project- Laura Fischer, Manager
4. Discussion/Action to reclassify the water service account 510 E. Main as requested by property owner- Laura Fischer, Manager
5. Information/ Discussion to amend Ordinance NO. 16-05 regarding Marijuana Facilities within the city- Ana Beltran Council Member
6. Informational use to review/ discussion MOU between Westmorland Elementary School and City of Westmorland- Justina Cruz, Council Member
7. Informational use only updates on AFG Grant- Laura Fischer, Manager

Closed Session:

- Conference with Legal Counsel Pending Litigation (Gov't. Code §54956.9(d)(1).)

Adjournment: Next regular scheduled meeting March 20, 2024.

Council meetings are Open to the Public
If you need further assistance, please email the City Clerk
cityclerk@cityofwestmorland.net



CITY OF WESTMORLAND

CITY COUNCIL REPORT

DATE: March 6, 2024

FROM: Laura Fischer

SUBJECT: **Staff Report – Part-Time Manager**

Finance:

Audits:

All of the documents requested at the beginning of the audit process for 2020, 2021, 2022 and 2023 have been submitted. This week we received another data request with an additional 28 items to be provided to the auditor. Staff is working to collect this data and should have it out to the auditor by the time this meeting is held.

During a zoom meeting with the water board and the auditor, Ms. Sandy Sup reported that she was able to get the City's trial balance reconciled for the four years, which is a huge task and accomplishment by the audit team.

Also, during the zoom meeting, representatives for the State Water Board stated that the City's auditor cost for FY 2023 will be included in the project cost covered by the grant. You may recall that the Council approved hiring Feltcher and Company to perform the fourth-year audit (FY 2023) at a cost to the City, but since that time, Mr. Hamby was successful in getting the fourth year audit included in the project cost, thus saving the City of Westmorland \$28, 810.

Public Safety Maintenance of Effort – ½ Cent Public Safety Sales Tax:

We are still waiting to hear back from the County Auditor's Office regarding the ½ Cent Public Safety Sales Tax. I emailed Melissa at the County and should hear back soon with a timeline.

Administration:

Board of State and Community Corrections grant. I forwarded this information to Chief Molita.

County Environmental Justice Element Regarding Fire Protection Services. The City received a request for information from the Imperial County Environmental Justice Element regarding our fire service. I forwarded this information to the Chief and will follow up to make sure it is submitted. This has not been submitted yet, but since we are working on the Assistance to Fire Fighters Grant with a quick deadline, I will follow up by the end of March.

CR&R Agreement Update:

I have a draft Agreement from CR&R and have been working to get a summary of changes to the Amended Agreement. I was unable to get this summary together for this meeting, but have reviewed most of the Agreement and will get through it by next meeting.

Assistance to Fire Fighters Grant. I have been working with Chief Cruz and a team to complete and submit this grant.

Hours Worked from 1/29/24 through 2/12/24 (two weeks) = total of 29 hours

Hours Worked from 2/12/24 through 2/25/24 (two weeks) = total of 33 hours

Public Works:

Met with Hamby to receive files and update on projects. Attended zoom meeting regarding water filters. Attended ICTC, CCMA meetings.

Grants:

Researched application for Assistance to Fire Fighters Grant (AFG). Worked with City team to develop the AFG project scope and gather data. I will start to track specific time spent on the AFG grand development.

Corresponded with Ms. Nava regarding Parks Per Capita grant, LEAP funding close out, and Housing Element approval process. Also prepared correspondence regarding HOME monitoring.

Finance:

Prepared the financial analysis for the fire department and for customer requesting change of water service classification. Worked on budget analysis to prepare spreadsheets for auditor and for grant application and reporting.

City Council Meeting:

I prepared staff reports for Council meetings, attended Council meeting via zoom.

Respectfully Submitted,
Laura Fischer



**MINUTES FOR THE REGULAR
MEETING OF THE PLANNING
COMMISSION AND CITY COUNCIL
AND THE REDEVELOPMENT AGENCY
OF THE CITY OF WESTMORLAND**

WEDNSDAY, FEBRUARY 21, 2024 6:00 PM

MINUTES

Call to Order – Mayor Judith Rivera

Pledge of Allegiance – Mayor Rivera

Roll Call:

Present:

Mayor, Judith Rivera

Mayor Pre- tem, Xavier Mendez

Council Member, Justina Cruz

Council Member, Ray Gutierrez

Council Member, Ana Beltran

Mayor's Message

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Brown Act AB 361:

Location: Westmorland City Hall Council Chambers 355 S Center Street

Judith Rivera- Mayor

Xavier Mendez- Mayor Pro-Tem

Ana Beltran- Council Member

Justina Cruz- Council Member

Ray Gutierrez- Council Member

Regular City Council Meeting:

Oral Communication-Public Comment: Now is the time for any member of the public to speak to the Council. Please step to the podium and state your name and address for the record.

- Danial Paramo- (District Supervisor), Mr. Paramo introduced himself to council. He is currently running in the upcoming March Election. He as well stated to council if they have any questions to feel free to reach out to him at any time, he is more than welcome to answer any of his questions they may have.

Staff Reports Non-Action Items:

- Fire Department - Sergio Cruz.

Mr. Cruz and Mrs. Frisher explained to council that the invoice provided is for information use only. The work to be done was approved by council in the

previous meeting this invoice is for the current issues they have found with the fire engine.

- Public Works Director - Ramiro Barajas

Mr. Barajas had reported that there is going to be in an addition hydrant replacement the Mallory location which will be presented at the next meeting with quotes. As well mentions the current break in of local teenagers at the waste water plant and the Jake James Park with locals damaging the properties. He is currently looking into getting cameras for survey the location.

- City Manager- Laura Fischer -Part-time Manager (Via Phone)

Mrs. Fischer reported she is currently working on the budget amendment to the General Fund.

- City Hall Supervisor/City Treasurer– Tami Castro (Via Phone)

Mrs. Castro reported she has nothing further to report other than her report she had provided to council.

- City Clerk – Christine Pisch

Mrs. Pisch reported she has nothing further to report other than her report she had provided to council.

Old Business:

Consent Agenda:

1. Approval of Meeting Minutes from November 15, 2023, December 6, 2023, Special Meeting for December 21, 2023 and Regular Meeting Minutes for January 17, 2024.

AYES: (1) Beltran, (2) Cruz, Gutierrez, Mendez, Rivera

NOS: 0

ABSENT: 0

2. Approval of City Warrant List.

AYES: (1) Beltran, (2) Cruz, Gutierrez, Mendez, Rivera

NOS: 0

ABSENT: 0

3. Approve Payment to Desert Valley Power Systems for Repairs to the Automatic Control Screen on Transfer Switch for Fire Department in The Amount Of \$3,160.63.

Mrs. Fischer and Mr. Cruz had recommended to council that the repairs that are needed are necessary for the Fire Department. The total cost of repairs for the backup generator will be in the of amount of \$3,160.63.

AYES: (1) Gutierrez, (2) Cruz, Beltran, Mendez, Rivera

NOS: 0

ABSENT: 0

4. Authorize Payment of Invoice to Dudeck Engineering in The Amount of \$30,000 For Shop Drawings and Submittals for the New Water Filter Project.

Mrs. Fischer recommended to council to approve the payment to Dudek Engineering in the total amount of \$30,000.00. she had reminded council on the previous meeting on February 7, 2024 they had already approved the expenditure of the project this is now approving the invoice to pa paid through the grant funding we had received back.

AYES: (1) Beltran, (2) Cruz, Gutierrez, Mendez, Rivera

NOS: 0

ABSENT: 0

Regular Business:

5. Discussion/Action to Clear the Abatement Notice for Property Located at 396 N. H Street.

Mrs. Castro reported to council that the property at 396 N. H Street had accomplished all the requirements they had been requested by the city except for the trapping on the fencing which was cleared by the Fire Chief who had inspected it. Council requested to keep this abatement open till they remove the tarping giving the property owner an additional 30-day notice to remove the tarping.

6. Discussion/Action to Appoint a Permanent Member to the Local Agency Formation Commission, Imperial County Transportation Commission, Southern California Association of Governments and Imperial Valley Resource Management Association.

Mrs. Fischer reported to council that the following commissions:

LAFCO (once a year): Xavier Mendez Secondary Ana Beltran

ICTC (once per month): Judith Rivera

ICTC Management Committee: Laura Fischer

ICTC Technical Advisory Committee: Ramiro Barajas

LEAGUE OF CITIES (coupe times year): Ana Baltran

SCAG (once per year): Ana Beltran Secondary Justina Cruz

IVRMA (once per year): Tami Castro

7. Discussion/Action to Authorize Staff to Develop Projects for Submittal to the USDA Grant Programs.

Mrs. Fischer informed council on an upcoming grant from the USDA for \$50,000.00 with a 25% match it's the same grant we had previously applies for all departments. Council came to agreement on passing on this USDA round of grants for the time being.

8. Discussion/Action to Authorize Staff to Develop Projects for Submittal to the Assistance to Fire Fighters and SAFER grants.

Mrs. Fischer informed council on the SAFER Grants for the Fire Department. The grant is for \$1,000,000.00 with a 5% match which will be the maximum match of \$50,000.00. she had contacted Fire Chief Cruz to provide her with a list of things the fire department are in need of to have for the grant submission if approved. Council agreed that the SAFER Grant is a better grant to apply for.

AYES: (1) Beltran, (2) Gutierrez, Cruz, Mendez, Rivera

NOS: 0

ABSENT: 0

9. Discussion/Action to Purchase Folding Machine in the Amount of \$816.73 for Water/Sewer/Trash Monthly Billing.

Mrs. Fischer reported to council to approve the purchase of the folding machine for the office staff billing. Mrs. Pisch mentioned the two staff members are having to hand fold all 550 billing accounts that have the machine will cut the time folding in half the time the staff takes about 3days folding. Mrs. Beltran and Mrs. Cruz both agreed stating they both support in purchase of the machine.

AYES: (1) Beltran, (2) Mendez, Cruz, Gutierrez, Rivera

NOS: 0

ABSENT: 0

10. Discussion/Action to Authorize Primo Construction to Make Necessary Repairs/Replacement of Fire Hydrant, Valve, and Water Line at Boart's Road in an Amount Not to Exceed \$20,409.

Mr. Barajas informed to council that the hydrant out on Boarts Road is in urgent need of repair. He provided two quotes (1) Primo Construction & Services, INC total \$20,409.00 (2) D.J Miller, INC total \$25,000.00. Mr. Barajas suggested to go with Primo Construction due to the lower price. As well mentioning the funds will be coming from the Capital Improvement funds.

AYES: (1) Beltran, (2) Mendez, Cruz, Gutierrez, Rivera

NOS: 0

ABSENT: 0

11. Discussion/Action to Submit a Scoping Letter to County of Imperial Regarding Lithium Valley PIER.

Mrs. Fischer reported to the prior meeting that the city instructed for a scoping letter to be submitted to the County of Imperial in regards of the Lithium Valley PIER. Mrs. Rivera reviewed and approved for the submission of the letter.

12. Discussion/Action to Adopt Resolution 2024-02 Establishing Bank Signatory Authority at US Bank, Mechanics Bank and Sun Community Federal Credit Union

Mrs. Fischer presented the Resolution 2024-02 to be approved by council to submit to the following three banks to have the old city treasure removed and the signers to be updated at the banks.

AYES: (1) Beltran, (2) Mendez, Cruz, Gutierrez, Rivera

NOS: 0

ABSENT: 0

13. Review and Discuss Draft Water Master Plan.

TABLED FOR FURTHER REVIEWAL March 6, 2024.

14. Review and Discuss Draft Housing Element.

TABLED FOR FURTHER REVIEWAL March 6, 2024.

15. Set a Special Meeting Date and Time to Develop Westmorland's Strategic Plan.

Council agreed to March 13, 2024 at 5:00PM to create the Special Meeting.

Closed Session:

- o Public Service Employee Performance Evaluation (Gov't. Code §54957(b)(1).)

Adjournment into closed session: 6:45PM

End of closed session: 7:18PM

To reportable action was taken.

Adjournment: Next regular scheduled meeting March 6, 2024.

A motion to adjourn the meeting at 7:21PM

AYES: (1) Beltran, (2) Mendez, Cruz, Gutierrez, Rivera

NONES: 0

ABSENT: 0

Submitted for Approval: February 28, 2024.

Audio Transcription: Christine Pisch, City Clerk

Congressional Record: Christine Pisch, City Clerk

CITY OF WESTMORLAND CITY COUNCIL REPORT

DATE: March 6, 2024

FROM: Laura Fischer, Manager

SUBJECT: Authorize payment to Conveyor Group for annual services.

RECOMMENDATION: Approve payment to Conveyor Group for annual services in the amount of \$2,521.37.

FISCAL IMPACT:

\$2,521.37 - This is included in the current budget and is shared between funds.

CONCLUSION:

The services provided by Conveyor are necessary and part of the City's email and website services and costs. As they are appropriate, staff recommends authorizing payment.

ALTERNATIVES:

1. Table this item and request additional information from staff.
2. Deny the request.

Respectfully Submitted,
Laura Fischer

RESOLUTION 2024-03

RESOLUTION 2024-03 FOR CITY OF WESTMORLAND

SECTION 125 PREMIUM ONLY PLAN, PLAN YEAR ENDING NOVEMBER 30, 2024

The undersigned Secretary or Principal of City of Westmorland (the Employer) hereby certifies that the following resolutions were duly adopted by the board of directors of the Employer on December 1, 2023, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of Amended Section 125 Cafeteria Plan effective December 1, 2023, presented to this meeting is hereby approved and adopted and that the proper officers of the Employer are hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

RESOLVED, that the Administrator shall be instructed to take such actions that are deemed necessary and proper in order to implement the amended Plan, and to set up adequate accounting and administrative procedures to provide benefits under the Plan.

RESOLVED, that the proper officers of the Employer shall act as soon as possible to notify the employees of the Employer of the adoption of the amended Plan by delivering to each employee a copy of the summary description of the Plan in the form of the Summary Plan Description presented to this meeting, which form is hereby approved.

The undersigned further certifies that true copies of the Adoption Agreement, Plan Document, and the Summary Plan Description, approved and adopted in the foregoing resolutions, are attached herewith.

PASSED AND ADOPTED at a Regular Meeting of the City Council held on the 19th day of April 2023.

Signature of Approving Officer: _____
JUDITH RIVERA,
Mayor of the City of Westmorland

ATTEST:

CHRISTINE PISCH,
City Clerk

I, CHRISTINE PISCH, City clerk of the City of Westmorland, California, do hereby certify that the foregoing Resolution 24-03, was passed and adopted by the City Council of the City of Westmorland at a regular meeting held on the 6th day of March, 2024, and that it was so adopted by the following roll call vote:

AYES:

NOES:

ABSENT

CITY OF WESTMORLAND CITY COUNCIL REPORT

DATE: March 6, 2024

FROM: Laura Fischer

SUBJECT: Authorize the Mayor to executed an Agreement with the City of Brawley for Dispatching Services.

RECOMMENDATION: Authorize the Mayor to execute the agreement with the City of Brawley for Dispatching Services.

FISCAL IMPACT: The City has an Agreement for Dispatching services with the City of Brawley dates July 2016. We currently pay \$44,867.16 per year for these services. The amount for FY 2024 is \$78,334.23. This is \$33,467.07 higher than the 2016 Agreement. The amount is based on the City of Brawley's budget and the call volume for the City of Westmorland.

The Agreement has a three-year contracted amount for services:

2024 - \$73,942.00

2025 - \$76,815.00

2026 - \$78,334.00

The amount to be paid to the City of Brawley will be included in the next FY budget. The approval of this Agreement will modify the budget to increase the expenditures necessary for dispatch services.

DISCUSSION: The City has contracted for police dispatch services with the City of Brawley. The Agreement hasn't been updated as allowed. This Agreement has been reviewed by our attorney and he may have comments to share during the meeting.

CONCLUSION: Staff recommends approval of the attached Agreement with the City of Brawley for Dispatching Services as attached to this report.

ALTERNATIVES:

1. Table this item, which will delay approval.
2. Authorize staff to modify this agreement.

Respectfully Submitted,
Laura Fischer

AGREEMENT FOR DISPATCHING SERVICES

THIS AGREEMENT is entered into by and between the CITY OF BRAWLEY, California, a municipal corporation, 383 Main Street, California (hereinafter referred to as “BRAWLEY”) and the CITY OF WESTMORLAND, California, a municipal corporation, 355 South Center Street, Westmorland California (hereinafter referred to as “WESTMORLAND”), on July 1, 2024.

RECITALS

WHEREAS, the parties hereto are located in the County of Imperial; and

WHEREAS, BRAWLEY, by and through its Police Department, has the personnel, equipment and facilities to provide radio dispatching services on a twenty-four (24) hour per day, seven (7) days a week basis in the operation of its fire and police functions; and

WHEREAS, WESTMORLAND, by and through its Police Department, desires to avail itself of BRAWLEY’S dispatching services.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. SCOPE OF SERVICES. BRAWLEY, by and through its Police Department and under its direction and control, shall provide to WESTMORLAND, the following services:

- a) Radio communications and dispatching services on a twenty-four (24) hour per day, seven (7) days per week basis;
- b) The use of BRAWLEY teletype system operated through the California Law Enforcement Telecommunications System with linkage and access to all users and participating agencies available through that system; and
- c) 911 dispatching services for police emergencies.
- d) WESTMORLAND, by and through its Police Department and under its direction and control, recognizes that it is the sole responsibility of the Westmorland Police Department to conduct all of their California Sex and Arson Registrant (CSAR) entries as well as all Criminal Justice Information Services (CJIS) Monthly Validations.

2. PREREQUISITES. Prior to the implementation of this contract, the Westmorland Police Department needs to reacquire access to California Law Enforcement Telecommunications System (CLETS) and reestablish their Originating Agency Identifier (ORI) which they have retired out of. Upon gaining access to CLETS, the Brawley Police Department Communications Center shall utilize the ORI assigned to the Westmorland Police Department

when making any Department of Justice (DOJ) Entry, Modification, or Cancellation. If this prerequisite is not met prior to July 1, 2024, the Westmorland Police Department will have 90 days to acquire alternate dispatch services.

3. TERM. The term of this Agreement shall commence on the above date and continue through June 30, 2027, unless terminated by either party as provided herein. If BRAWLEY continues to provide the services as described herein after the term of this Agreement, then the Agreement shall continue from month to month at the same compensation rate then in effect and subject to all other terms and conditions of this Agreement; provided, however, that either party may terminate this Agreement pursuant to Section 12, Termination.

4. COMPENSATION. As compensation for such services, WESTMORLAND shall pay to BRAWLEY the sum of Seventy-Three Thousand Nine Hundred Forty-Two Dollars (\$73,942.00) for Fiscal Year 2024. Seventy-Six Thousand Eight Hundred Fifteen Dollars (\$76,815.00) for Fiscal Year 2025. Seventy-Eight Thousand Three Hundred Thirty-Four Dollars (\$78,334.00) for Fiscal Year 2026. Such compensation shall be paid in equal quarterly installments on or before the last day of September, December, March and June of each fiscal year throughout the term of this Agreement.

The parties to this contract agree to meet on a bi-annual basis to discuss the terms and conditions contained herein. The annual compensation shall be based upon BRAWLEY'S projected cost of operations for the Fiscal Year and WESTMORLAND'S average calls for service for Fiscal Years 2020-2023.

5. INSURANCE. Within thirty (30) days after execution, parties shall submit to the other proof of public liability insurance or self-insurance naming the other party as additional insured for actions performed pursuant to this Agreement.

6. INDEMNIFICATION. Each party hereto agrees to indemnify and hold the other harmless from any claim, loss, or liability of any nature whatsoever which may arise out of any injury or death to any person or any damage to property caused by any act, neglect, default, or omission of the indemnifying party in connection with this agreement.

7. EQUIPMENT. All equipment used by BRAWLEY at its Communication Center to fulfill the terms of this Agreement is and shall remain the property of BRAWLEY; except as provided in Section 8 below. BRAWLEY shall pay for the installation, maintenance and repair of its own equipment.

8. TELEPHONE SERVICE CHARGES. WESTMORLAND shall pay directly to the telephone company all monthly telephone service charges for all existing and future trunk lines and other reporting telephone lines from WESTMORLAND to the BRAWLEY Communications Center and for all other telephone equipment related to those lines.

9. SPECIAL OR EXTRA EQUIPMENT. WESTMORLAND may have installed special or extra telephone lines, telephone equipment or electronic equipment in addition to the standard equipment required by this Agreement, provided that WESTMORLAND shall pay for the installation, maintenance and repair of all such special or extra equipment. All such special or extra equipment shall be approved by BRAWLEY prior to installation. Upon termination of this Agreement, WESTMORLAND may remove such equipment, provided BRAWLEY'S property is not damaged in the process.

10. OPERATIONAL PROCEDURE. Operational procedure shall be agreed upon by the Police Chief and Fire Chief of each party. WESTMORLAND shall be responsible for the proper disposition of its non-emergency business telephone calls. In the event it is necessary in an emergency to change operational procedure, or in the event operational procedure cannot be agreed upon by mutual consent, then the procedure shall be determined by the Police Chief and Fire Chief of BRAWLEY.

11. MAPPING INFORMATION. WESTMORLAND shall provide and maintain accurate mapping and related police and fire information necessary for efficient police and fire dispatching and WESTMORLAND shall be responsible for all such information and for maintaining such mapping and shall cause changes therein to be promptly sent to the Communication Center in BRAWLEY. WESTMORLAND accepts all responsibility and liability for any damage or delay caused by any inaccuracy of such information and shall indemnify and hold harmless BRAWLEY its agents, officers and employees, from any claim of damage, or damages, or cause of action arising therefrom.

12. THIRD PARTIES. This agreement shall not be construed as, or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have the right of action hereunder for any cause whatsoever. Any services performed or expenditures made in connection with furnishing aid under this Agreement by any party hereto, shall be deemed, conclusively, to be for the protection and benefit of all inhabitants and property of such party.

13. TERMINATION. Either party may terminate the Agreement at any time upon one hundred eighty (180) days written notice of such termination given to the other party. In the event of such termination, WESTMORLAND shall pay BRAWLEY for services rendered under this Agreement through the date of such termination.

14. COST SHARING. The parties shall meet and endeavor to reach agreement as to whether a capital expenditure of \$5,000.00 or more on equipment utilized in providing services hereunder should occur. If WESTMORLAND determines it does not wish to participate based on the ratio set forth in Section 3 for the year during which the acquisition is proposed to occur, its sole remedy is to terminate this Agreement pursuant to Section 12. If this Agreement is terminated pursuant to Section 12, BRAWLEY shall refund a pro-rata portion of WESTMORLAND'S share based upon the unused useful life of the equipment or improvements, if any, previously approved.

15. NOTICES. Notices pursuant to this Agreement shall be given by personal service or by deposit of the same in the course of transmission in the United States Postal Service, postage prepaid, addressed to, as follows:

City Manager
CITY OF BRAWLEY
383 Main Street
BRAWLEY, CA 92227

City Clerk
City of Westmorland
355 South Center Street
Westmorland, CA 92281

Notices given in accordance herewith shall be binding for all purposes on parties so served. Notices shall be deemed given as of the date of personal service, or as to the date of deposit of the same into the course of transmission of the United States Postal Service.

16. COUNTY-WIDE DISPATCH CENTER. In the event that BRAWLEY or WESTMORLAND enter into an agreement for County-wide dispatching services, this agreement shall become null and void ninety days after the effective date of such agreement.

17. PRIOR AGREEMENTS AND AMENDMENTS. This Agreement represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by a written amendment.

IN WITNESS WHEREOF, this Agreement has been executed on the day and year herein first above written.

CITY OF BRAWLEY

CITY OF WESTMORLAND

By _____
Tyler Salcido, City Manager

By _____
Judith Rivera, Mayor

ATTEST:

By _____
Thomas Garcia, City Clerk

By _____
Christine Pisch, City Clerk

APPROVED AS TO FORM:

By _____
William Smerdon, City Attorney

By _____
Mitchell Driskell, City Attorney

City of Brawley - Police Department- Communication Center

104%

102%

Dispatch Services - Annual Costs

	Estimates (10/10/23)		
	FY 2024	FY 2025	FY 2026
Salaries Permanent	409,936.00	426,333.44	434,860.11
Salaries Temporary			
Overtime	246,128.00	255,973.12	261,092.58
Sick Leave Payoff			
Vacation Buy Back			
Holiday Bank	13,637.00	14,182.48	14,466.13
Retirement (PERS)	41,213.00	42,861.52	43,718.75
Social Security/Medicare (FICA)	33,260.00	34,590.40	35,282.21
Group Health Insurance	61,207.00	63,655.28	64,928.39
Workers Compensation	94,762.69	98,553.20	100,524.26
Disability Insurance			
Unemployment Insurance	1,787.00	1,858.48	1,895.65
Communication (telephone)			
Books and Periodicals			
Training			
Uniform Allowance	11,200.00	11,200.00	11,200.00
Other Operating Supplies			
Office Supplies			
Comm Center Printer Maint. / Leasing			
Equipment Maint. Service (front/back tech)			
Electrical Supplies			
Janitorial Supplies			
Electricity			
Natural Gas			
Cleaning Services			
Postage			
Backup Power Systems			
Centrex Automated Phone Maint.			
Phase II Operations at 800 MHz /annual (10yr)			
DSS Digital Recording / annual (7yr)	6,792.18	6,928.02	7,066.58
Spillman Maint. (CAD/RMS)	25,157.13	25,660.27	26,173.48
Estimated Total Cost	\$ 945,080.00	\$ 981,796.22	\$ 1,001,208.14

Calls

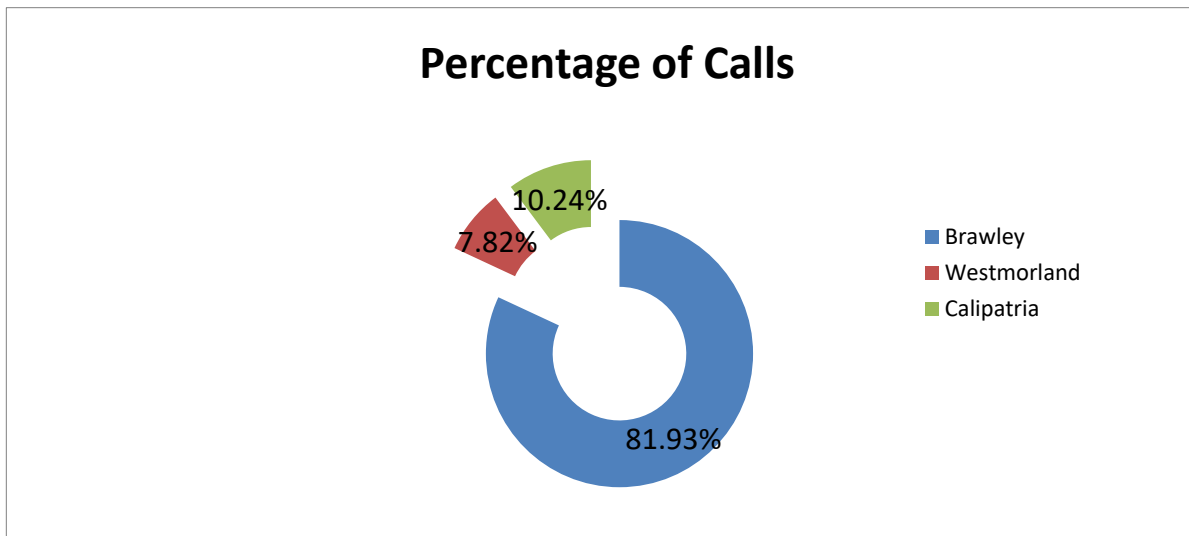
Percentages

Expenses

FY 2024

CITY	YEAR	LAW	FIRE	EMS	SUM
<u>Brawley</u>	FY 2020-2021	21063	610	24375	46048
	FY 2021-2022	25312	669	2698	28679
	FY 2022-2023	26097	574	2622	29293
<u>Westmorland</u>	FY 2020-2021	2927	2	62	2991
	FY 2021-2022	2911	134	311	3356
	FY 2022-2023	3159	111	316	3586
<u>Calipatria</u>	FY 2020-2021	3327	100	215	3642
	FY 2021-2022	4220	204	313	4737
	FY 2022-2023	4142	190	292	4624

City	Avg. Calls	Total Calls	Percentage of Calls
Brawley	104020	126956	81.93%
Westmorland	9933		7.82%
Calipatria	13003		10.24%



Dispatch Services Annual Cost (PROJECTED)

Total Expense \$945,080.00

Operational Breakdown Cost

FY 2024

Brawley	\$774,340.89
Westmorland	\$73,942.78
Calipatria	\$96,796.33

Calls

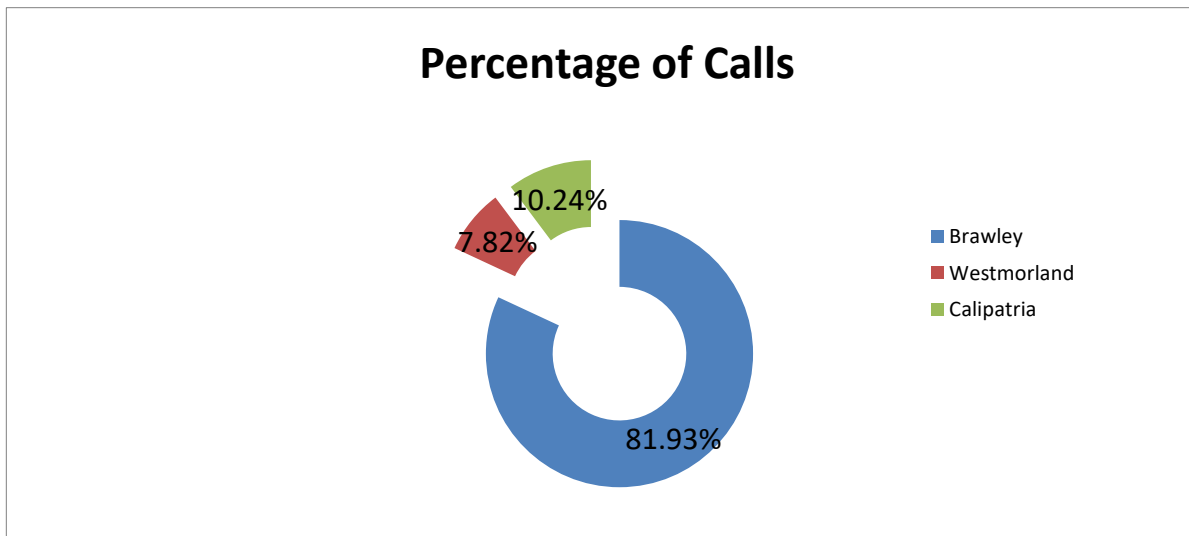
Percentages

Expenses

FY 2025

CITY	YEAR	LAW	FIRE	EMS	SUM
<u>Brawley</u>	FY 2020-2021	21063	610	24375	46048
	FY 2021-2022	25312	669	2698	28679
	FY 2022-2023	26097	574	2622	29293
<u>Westmorland</u>	FY 2020-2021	2927	2	62	2991
	FY 2021-2022	2911	134	311	3356
	FY 2022-2023	3159	111	316	3586
<u>Calipatria</u>	FY 2020-2021	3327	100	215	3642
	FY 2021-2022	4220	204	313	4737
	FY 2022-2023	4142	190	292	4624

City	Avg. Calls	Total Calls	Percentage of Calls
Brawley	104020	126956	81.93%
Westmorland	9933		7.82%
Calipatria	13003		10.24%



Dispatch Services Annual Cost (PROJECTED)

Total Expense \$981,796.22

Operational Breakdown Cost

FY 2025

Brawley	\$804,423.92
Westmorland	\$76,815.45
Calipatria	\$100,556.86

Calls

Percentages

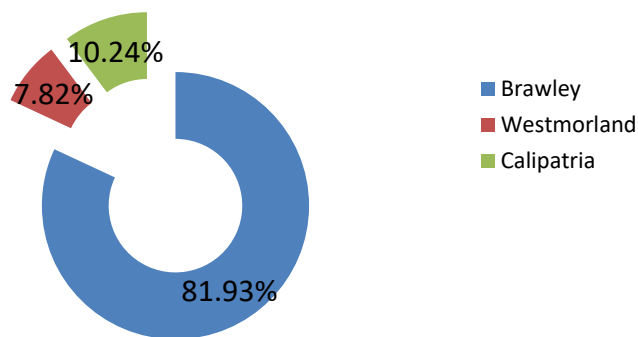
Expenses

FY 2026

CITY	YEAR	LAW	FIRE	EMS	SUM
<u>Brawley</u>	FY 2020-2021	21063	610	24375	46048
	FY 2021-2022	25312	669	2698	28679
	FY 2022-2023	26097	574	2622	29293
<u>Westmorland</u>	FY 2020-2021	2927	2	62	2991
	FY 2021-2022	2911	134	311	3356
	FY 2022-2023	3159	111	316	3586
<u>Calipatria</u>	FY 2020-2021	3327	100	215	3642
	FY 2021-2022	4220	204	313	4737
	FY 2022-2023	4142	190	292	4624

City	Avg. Calls	Total Calls	Percentage of Calls
Brawley	104020	126956	81.93%
Westmorland	9933		7.82%
Calipatria	13003		10.24%

Percentage of Calls



Dispatch Services Annual Cost (PROJECTED)

Total Expense \$1,001,208.14

Operational Breakdown Cost

	FY 2026
Brawley	\$820,328.86
Westmorland	\$78,334.23
Calipatria	\$102,545.05

CITY OF WESTMORLAND
CITY COUNCIL MEETING REPORT

MEETING DATE: March 6, 2024

SUBJECT: Authorize Teri Nava to perform the FY 2024 Annual monitoring for HOME – Assisted Rental Project.

ISSUE: Shall Council authorize Teri Nava to perform the FY 2024 Annual monitoring for HOME – Assisted Rental Project.

MANAGER’S RECOMMENDATION:

Authorize Teri Nava to perform the FY 2024 Annual monitoring for HOME – Assisted Rental Project.

FISCAL IMPACT: Amount not to exceed \$1,000 paid from General Fund Building/Planning.

INFORMATION:

Ms. Teri Nava has performed the Annual Monitoring documentation for the City’s HOME-Assisted Rental Project since the project was constructed.

According the federal and state regulations each rental project that has received HOME assistance must be periodically monitored. Documentation, including seven reports, must be submitted with to Housing Community Development Department no later than May 1, 2024.

CONCLUSION:

As Ms. Nava has the experience and knowledge to perform the City’s Annual Monitoring for HOME projects and as the not to exceed \$1,000 is reasonable and budgeted, staff recommends authorizing Ms. Nava to perform and submit all necessary and required documents to complete the FY 2024 Annual Monitoring HOME Assisted Renal Project Report. The letter with scope of work and deadlines is attached for your consideration.

ALTERNATIVES:

1. Do not authorize Ms. Nava to perform the HOME Monitoring project, which will result in possible delays and missing the May 1, 2024 deadline.
2. Provide alternative direction to staff.

Respectfully Submitted,
Laura Fischer, Manager

CITY OF WESTMORLAND

CITY COUNCIL REPORT

DATE: February 7, 2024

FROM: Laura Fischer, Manager

SUBJECT: CONFIDENTIAL INFORMATION ONLY –

REGARDING: Attached letter with data request and request to change customer classification from Anne Mallory, 510 Main Street from commercial to residential.

REQUEST FROM PROPERTY OWNER:

Letter from property owner dated January 24, 2024 (attached to this report) the customer requested information, which was provided prior to the February 7th Council meeting.

The property owner is requesting a change in the size of the water meter from ONE 2" to TWO ¾" residential sized meters, and after the meter change for the property to be placed in the Residential Customer Classification.

Currently the customer is paying a base rate equal to TWO residential base rates (\$74.34 X 2 = \$148.68) and \$4.65 per 1,000 gallons over the base amount of 32,000 gallons. Her utility bill also charges for TWO residential sewer rates (\$41.03 X 2 = \$82.06) and trash services for a three yard bin with weekly service for a monthly total of \$110.36.

The customer is requesting that the 2" line be allowed to remain (eliminating any cost to the City for tapping new lines, installing new meters and valve). The city would be require to customer to cap the line that provides water to the commercial building.

They are requesting that they be allowed to service the two residential homes on the property through the 2" water line and continue to pay the monthly water rate for TWO residential customers, TWO sewer rates for residential customers and the trash service monthly charge. Regarding the trash services, our current Agreement with CR&R would require that they get the three cart service for each home and the monthly charge would be \$24.54 per resident (\$24.54 X 2 = \$49.08).

There was some question if ANY residential customer's meters are read. The answer according to Public Works, is no. They read and charge commercial, schools, multi-family, and industrial. The individual residential meter reads were discontinued when the new rate structure was adopted and during COVID in 2019.

CITY OPTIONS:

- 1) Require the customer to cut/cap the 2" water service line to the property; install two new 3'4" water line from the City's main line to the homes; purchase meters from the City; install any and all equipment that is required by the City such as backflow device, valve etc.

Fiscal Impact of Option 1:

Installation Costs:

City would have charge the customer to cover any cost for the two taps into the water line, install the meters, and valve.

Revenue Loss:

The City would no longer receive over the limit water sales from this customer as residents are charged a flat rate with not over the limit charges. The average revenue loss (based on the prior 12 months bills) would be \$3,545.48 for one year.

- 2) Disconnect/Cap the 2" water line only where it serves the commercial building. Allow the 2" water line to continue to serve the two residential homes, but not the commercial building.

Fiscal Impact of Option 2:

Installation Costs:

City would have no installation cost, thus no cost charged to the customer by city. The customer must cut/cap the line to the commercial building and allow city staff inspection.

Revenue Loss:

The City would no longer receive over the limit water sales from this customer as residents are charged a flat rate with not over the limit charges. The average revenue loss (based on the prior 12 months bills) would be \$3,545.48 for one year.

- 3) Do not authorize a change of customer classification.

Fiscal Impact of Option 3:

Installation Costs:

City and Customer would not have any installation cost.

Revenue Loss:

The City would not experience any revenue loss and the billing would not change. The customer would be charged the over the limit water rate for every 1,000 gallons. The customer's bill would reflect the charges according to the consumption.

BACKGROUND:

At the January 3, 2024 meeting, the property owner, spoke during public comments expressing their concern about historically high-water bills. The property is currently on a commercial 2"

meter that is being read monthly. The meter indicates high water consumption and the bill was prepared according to the meter readouts.

As directed by Council the public works staff met with the owner at the property to see if there was an obvious water leak. There was no obvious water leak. The City public works staff replaced the 2" meter with a new 2" meter.

Staff met again with the property owner to show them the meter reads and they agreed to hire a contractor to find any water leak at the property. After 12 days of water meter reads, the property has used 12,200 gallons of water, which is a bit over 1,000 per day. The average home usage (depending on household size) is about 500 gallons per day. Overall usage per person should be about 100 gallons per day. Since there are two residential structures on the property this amount is within the average. The consumption rate was higher at the beginning of the month and has decreased as leaks have been found and corrected or shut off.

DISCUSSION:

The property has a commercial business building and two residential homes on the property. The business at this location is closed. The property has one 2" water service connection at the City's main line.

There has been discussion as to what qualifies a customer as a commercial property. Customer classifications are based on use, not zoning. If the business is closed, then the 2" commercial connection should be cut and capped. Each home must have a separate water connection at the City's main line.

The City's financial obligation is to connect (tap) the residential service(s) at the City's water main line.

The customer's financial obligation is to purchase the ¾" meters from the City and run a separate water line from the new meters to the homes. The property owner must allow the City to inspect the installation of the water service lines. After the new service lines and meters are installed and approved, the customer(s) can be placed on the Residential Customer Classification.

Commercial Rates:

The commercial WATER rate has a base rate equal to the residential flat rate of \$74.34. This amount is charged in addition to any over consumption usage amounts. If a commercial customer uses more than their assigned consumption (use) base gallons per month, they are charged \$4.65 per 1,000 gallons of water used over the base consumption allowed.

Example: Customer uses 62,000 gallons in one month. The base consumption allowed is 32,000 gallons per month. The over the base consumption allowed is 30,000 gallons. The rate is 4.65 per 1,000 gallons. 30,000 divided by 1,000 is 30. 30 X 4.65 = \$139.50. The bill would be equal to the base rate of \$74.34 plus the over the base consumption amount of \$139.50 for a total of \$213.84.

Commercial customers are charged for SEWER in the amount of \$42.03. Commercial customers TRASH rates are charged according to the service they request from CR&R, which could be carts, bins or roll off containers. All customers are charged trash fees of \$1.50 and \$1.75

Residential Rates:

Residential rates are WATER \$74.34, SEWER \$42.03 and TRASH \$24.54 for a total of \$140.91.

510 Main Street – Mallory Account History

This account is charged for two residential base rates and two residential sewer rates as there are two homes on the property. This account has a 2” commercial meter so it is subject to the over the base rate charge of \$4.65 per 1,000 gallons of water used over the base use of 32,000 gallons per month.

This account is also charged for two sewer service connections as there are two residents.

This account is also charged 110.36 per month for trash services which is for a 3 yard bin with service once per week.

Historical Water Consumption and Bill Information.

MALLORY RATE ANALYSIS											
MONTH OF USE	CONSUMPTION ON BILL	ACTUAL READ CONSUMPTION	FLAT BASE CONSUMPTION	CONSUMPTION OVER FLAT	FLAT RATE	OVER FLAT RATE	FLAT RATE (TIMES 2)	OVER FLAT CHARGE	TOTAL CHARGES	BILL AMOUNT	VARIANCE (Negative = lower bill)
SEPT 2022	40,300	40,300	32,000	8,300	55.23	3.45	110.46	28.64	139.10	139.1	0.00
OCT 2022	42,344	42,344	32,000	10,344	73.13	3.45	146.26	35.69	181.95	184.91	2.96
NOV 2022	577,565	57,756	32,000	25,756	73.13	3.45	146.26	88.86	235.12	238.08	2.96
DEC 2022	557,565	52,300	32,000	20,300	73.13	3.45	146.26	70.04	216.30	238.08	21.79
JAN 2023	66,700	66,700	32,000	34,700	73.13	3.45	146.26	119.72	265.98	238.08	(27.90)
FEB 2023	44,100	44,100	32,000	12,100	73.13	3.45	146.26	41.75	188.01	188.01	0.00
MARCH 2023	109,900	109,900	32,000	77,900	73.13	3.45	146.26	268.76	415.02	415.02	0.00
APIL 2023	75,700	75,700	32,000	43,700	73.13	3.45	146.26	150.77	297.03	297.03	0.00
MAY 2023	65,200	65,200	32,000	33,200	73.13	3.45	146.26	114.54	260.80	260.80	-
JUNE 2023	176,000	176,000	32,000	144,000	73.13	3.45	146.26	496.80	643.06	643.06	-
JULY 2023	87,700	87,700	32,000	55,700	73.13	3.45	146.26	192.17	338.43	338.43	0.01
AUGUST 2023	146,800	146,800	32,000	114,800	73.13	3.45	146.26	396.06	542.32	542.32	-
SEPTEMBER 2023	128,700	128,700	32,000	96,700	74.34	4.65	148.68	449.66	598.34	479.88	(118.46)
OCTOBER 2023	180,400	180,400	32,000	148,400	74.34	4.65	148.68	690.06	838.74	838.74	-
NOVEMBER 2023	160,000	160,000	32,000	128,000	74.34	4.65	148.68	595.20	743.88	743.88	-
DECEMBER 2023	64,200	64,200	32,000	32,200	74.34	4.65	148.68	149.73	298.41	298.41	-
JANUARY 2024	14,400	14,400	32,000	-	74.34	4.65	148.68	-	148.68	148.68	-

The highlighted numbers show discrepancies as follows:

The peach colored highlight shows that the incorrect consumption number was listed on the bill, but the calculations were not made on these incorrect consumption numbers. The total charges and bill over charged the customer by \$2.96 in November and \$21.79 in December.

In January 2023 the bill undercharged the customer by \$27,90. Additionally, in September 2023 the customer was undercharged by \$118.46.

As you can see in the table above the over the base rate charge peaked in October 2023 with a total of \$690.06.

RECOMMENDATION:

As this has been an ongoing concern brought before Council, staff recommends that Council make a determination as to how we can resolve the issues. Staff report has three options for your consideration. Staff recommends that Council direct staff to implement Option Number 2, which allows the continued water service to the two residents with the existing 2" line.

Respectfully Submitted,

Laura Fischer

Anne Mallory
PO Box 21
Westmorland, CA 92281

January 24, 2024

City of Westmorland Council Members
355 South Center Street/PO Box 699
Westmorland, CA 92281

Dear Members of the Westmorland City Council:

This letter is a Public Records Request to provide me with the following information:

- City of Westmorland Zoning codes pertaining to water usage
- City of Westmorland codes and regulations pertaining to water accounts including non-conforming usage

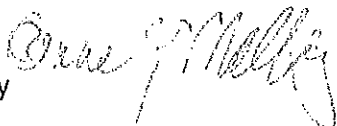
As you are aware, I have spoken during Public Comment at two previous City Council meetings to address concerns about my extremely high monthly water bills. Since my husband passed away in September, 2022, my monthly water charges have been as high as \$1,036.45 *per month*. These monthly charges equate to more **each month** than individual residents in Westmorland pay **per year**. I find this to be extremely troubling when customary monthly charges per residence Westmorland require of a flat rate \$70.00 per month.

I was told at both City Council meetings that the property where my home is located is zoned industrial or commercial, hence a water meter on the property is a requirement. Our water bill is based upon this property being a commercial account. My husband retired in 2014 and no business has been operating here since then. Since my husband's passing, a family moved into the mobile home on this property in June, 2023, so there are now two residences using water. There is very little grass on this property, the trees are mainly dry climate varieties that require minimum water. I am requesting a change in the size of water meter from the current two inch to a ¾ inch meter. This is a matter of the current commercial/industrial status being a non-conforming-use issue, since there are just two residences and no business on the property. In addition to the change from a two-inch meter to a ¾-inch meter, I am requesting that going forward, residences on this property be charged the same flat rate as all other residences in Westmorland. Since there are two residences, I would expect water charges for each of the two residences.

Thank you for your attention to this matter.

Respectfully,

Anne Mallory



ORDINANCE NO 16-05

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WESTMORLAND, REGULATING PERSONAL INDOOR CULTIVATION OF MARIJUANA, BANNING OUTDOOR PERSONAL CULTIVATION AND BANNING MARIJUANA USE IN CITY FACILITIES

THE CITY COUNCIL OF THE CITY OF WESTMORLAND, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Findings.

In light of Proposition 64 (also known as the Control, Regulate, and Tax Adult Use of Marijuana Act ("AUMA")) on the November 8, 2016 statewide general election, the purpose of this Ordinance is to adopt an urgency land use ordinance under the authority set out in Govt. Code Section 65858 in order to regulate personal indoor cultivation of marijuana and regulate outdoor cultivation, but only in the event said Proposition passes at said general election and subject to its provisions.

The City Council finds that this ordinance is necessary for the protection of public health safety and welfare and that there is a current and immediate threat to the public health, safety, or welfare that will arise from the approval of Proposition 64, the Adult Use of Marijuana Act without appropriate regulation from the personal indoor cultivation of marijuana plants and a ban on personal outdoor cultivation. This ordinance is not related to the regulation or prohibition of medical marijuana cultivation or sale.

The City Council finds that significant health, safety and welfare issues as associated with marijuana use, sale and cultivation, some of which has been derived from experience with medical marijuana, is as follows:

(a) In 1970, Congress enacted the Controlled Substances Act ("CSA") (21 U.S.C. Section 801 et seq.) that, among other things, makes it illegal to import, manufacture, distribute, possess, or use marijuana for any purpose in the United States and further provides criminal penalties for marijuana use.

(b) Marijuana still is listed as a federal Schedule I drug under the CSA. As a Schedule I drug, the CSA provides that the manufacture, cultivation, distribution, and dispensing of marijuana is illegal for any purpose, and establishes criminal penalties for marijuana use.

(c) On November 5, 1996, the voters of the State of California approved Proposition 215, codified as Health and Safety Code Section 11362.5 et seq. and entitled "The Compassionate Use Act of 1996" ("CUA"). The express intent of Proposition 215 was to enable persons who are in need of medical marijuana for specified medical purposes to obtain and use it under limited, specified circumstances.

(d) The California Legislature adopted Senate Bill 420, effective January 1, 2004, adding Article 2.5, "Medical Marijuana Program," to Division 10 of the California Health and Safety Code §11362.7 et seq. ("Medical Marijuana Program Act" or "MMPA"). The MMPA created a state-approved medical marijuana identification card program and provided certain additional immunities from state marijuana laws.

(e) On August 25, 2008, then California Attorney General Edmund G. Brown issued "Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use" ("Guidelines"). These Guidelines were intended to clarify the state's laws governing medical marijuana and provide clear guidance for patients and law enforcement to ensure that medical marijuana is not diverted to illicit markets. However, as reflected by the acknowledgment of the current Attorney General, Kamala Harris, these guidelines have proven to be inadequate and require revision to prevent continued abuses.

(f) In April 2009, the California Police Chiefs Association issued a "White Paper" which explains that throughout California, many violent crimes have been committed that can be traced back to the proliferation of

marijuana dispensaries, including armed robberies and murders. Increased noise and pedestrian traffic, including nonresidents in pursuit of marijuana and out of area criminals in search of prey, are commonly encountered just outside marijuana dispensaries. The City Council hereby finds the report contains persuasive anecdotal and documentary evidence that both storefront and mobile medical marijuana dispensaries pose a threat to public health, safety and welfare, and therefore this report, which is part of the record before the City in this matter, is hereby incorporated into the City Council's findings in this ordinance.

(g) Other California cities that have permitted the establishment of medical marijuana dispensaries have experienced an increase in crime, such as burglary, robbery, and assaults; the distribution of tainted marijuana; the sale of illegal drugs in the areas immediately surrounding such medical marijuana dispensaries, collectives and cooperatives; the unavoidable exposure of school-age children and other sensitive residents to medical marijuana; fraud in issuing, obtaining, or using medical marijuana recommendations; and the diversion of marijuana for non-medical and recreational uses.

(h) Concerns about non-medical marijuana use in connection with medical marijuana distribution operations have been recognized by federal and state courts. One example is *People v. Leal*, 210 Cal.App.4th 829 (2012):

"Not surprisingly, it seems that the enhanced protection from arrest has proven irresistible to those illegally trafficking marijuana, for if there is even rough accuracy in the anecdotal estimate by the arresting detective in this case - that nearly 90 percent of those arrested for marijuana sales possess either a CUA recommendation or a card- then there is obviously widespread abuse of the CUA and the MMP identification card scheme by illicit sellers of marijuana. Ninety percent far exceeds the proportion of legitimate medical marijuana users one would expect to find in the populace at large. For this and other reasons, it is impossible for us not to recognize that many citizens, judges undoubtedly among them, believe the CUA has become a charade enabling the use of marijuana much more commonly for recreational than for genuine medical uses."

(i) A May 27, 2013 study published in the Journal of the American Medical Association Pediatrics showed that, as marijuana appears in an increasing number of homes, so too does evidence of accidental ingestion of marijuana and marijuana-infused food by young children. According to the study, more children appear to access marijuana-laced brownies, cookies and beverages sold through marijuana dispensaries, leading to increased emergency room visits. These children often suffer anxiety attacks when they start to feel unexpected symptoms of being under the influence: hallucinations, dizziness, altered perception, and impaired thinking. In addition, the study found that ingestion of highly potent marijuana by young children can suppress respiration and even induce coma.

(j) Successful enforcement actions involving storefront dispensaries have coincided with an increase in mobile marijuana dispensaries. In parts of the state, shuttered marijuana dispensaries have converted their operations to mobile delivery services. An attorney in the region is also advising his marijuana dispensary clients to change their business model to distribution from a mobile source to avoid bans on storefront enterprises.

(k) Mobile medical marijuana dispensaries have been associated with criminal activity. Delivery drivers, for example, have been targets of armed robbers who seek cash and drugs. As a result, many of the drivers for medical marijuana dispensaries reportedly carry weapons or have armed guards as protection. Examples of such criminal activity reported in the media include the following, each of which the City Council finds contain persuasive, documented evidence that mobile medical marijuana dispensaries and deliveries pose a threat to public health, safety and welfare.

1. A West Covina deliveryman was reportedly robbed after making a delivery. The deliveryman told police that he was approached by two subjects in ninja costumes who chased him with batons and took the marijuana and money he was carrying.

2. A Temecula deliveryman was reportedly robbed of cash outside of a restaurant, which led to a vehicular chase that continued until the robbers' vehicle eventually crashed on a freeway on-ramp.

4. A deliveryman was reportedly robbed of three ounces of marijuana while making a delivery outside a restaurant in Riverside, and he told police that the suspect may have had a gun.

5. A delivery woman in La Mesa was reportedly shot in the face with a pellet gun by assailants who subsequently carjacked her vehicle.

6. A marijuana delivery from a Los Angeles mobile marijuana dispensary turned deadly in Orange County when four individuals reportedly ambushed the dispensary driver and his armed security guard and tried to rob them. One of the suspects approached the delivery vehicle and confronted the driver and a struggle ensued. A second suspect armed with a handgun, approached the security guard, who fired as the suspect hitting him multiple times.

7. A deliveryman was reportedly robbed of \$20,000 worth of marijuana (approximately 9 pounds) and a cellular phone in Fullerton, and suffered a head injury during the crime.

(l) Since the approval of recreational marijuana use, Colorado has had a 500% increase in citations for driving intoxicated or smoking in public places.

(m) The provisions of Proposed Proposition 64 on the November 2016 ballot reserve to cities the ability to regulate personal marijuana cultivation of no more than six mature plants, outdoor cultivation as well as cultivation and sale.

(n) Having reviewed the new laws, the City Council continues to believe that there is a high likelihood that personal marijuana cultivation above that allowed by law poses a significant risk of harm, including fires resulting from indoor growth in homes, odors, building code and related violations.

(o) Absent this ordinance, personal cultivation both indoors and outdoors will be regulated only by state law, and may increase in the City without the adoption of this ordinance. The City does not wish to cede to the state its authority to regulate indoor personal marijuana cultivation or to prohibit personal outdoor cultivation, and, for all these reasons, finds that this ordinance is necessary to preserve the public peace, health and/or safety.

(p) Nothing herein is intended to prevent the legal use of medical cannabis, by patients or caregivers pursuant to the Compassionate Care Act, as that may be amended from time to time.

(q) The Council further has determined that this ordinance is necessary in light of the results of the November 8th and the provisions of Proposition 64.

(r) Therefore, this ordinance is adopted pursuant to the authority granted by the California Constitution and State law, including but not limited to Article XI, Section 7 of the California Constitution and Govt. Code Section 65858.

(s) The adoption of this ordinance is exempt from CEQA as it does not have any significant impact on the environment as it simply continues existing provisions of the City Code as to restrictions on marijuana cultivation.

SECTION 2. INDOOR MARIJUANA CULTIVATION:

A. Purpose and Intent.

The City Council finds as follows:

1. Purpose. The purpose and intent of this ordinance is to regulate the cultivation of marijuana in a manner that protects the health, safety and welfare of the community consistent with Proposition 64, also known as the Control, Regulate, and Tax Adult Use of Marijuana Act ("AUMA"). This Chapter is not intended to interfere with a patient's rights to medical marijuana, as provided for in California Health & Safety Code Section 11362.5, nor

does it criminalize medical marijuana possession or cultivation by specifically defined classifications of persons, pursuant to state law. This Chapter is not intended to give any person unfettered legal authority to grow marijuana; it is intended simply to impose zoning restrictions on the personal indoor cultivation of marijuana permitted under AUMA when it is authorized by California state law for medical or other lawful purposes under the state law.

2. **Applicability.** As authorized by AB 243 (Section 11362.777 of the Health and Safety Code), marijuana cultivation remains prohibited in all zones and districts of the City until and unless AUMA is passed at the November 8, 2016 statewide general election. Upon the passage of AUMA at said election, the cultivation of non-medical marijuana in the City shall be controlled and regulated by the provision of this Ordinance that is an uncodified portion of the Zoning Code.

3. **Non-conflicting enactment.** No part of this Chapter shall be deemed to conflict with federal law as contained in the Controlled Substances Act, 21 U.S.C. §§800 et seq., nor to otherwise permit any activity that is prohibited under that Act or any other local, state or federal law, statute, rule or regulation.

B. Definitions.

As used herein the following definitions shall apply:

1. "Authorized Grower" means a person 21 years and older who is authorized by, and in compliance with, federal or state law to cultivate marijuana indoors for personal use. There may be only one authorized grower per private residence who can present written evidence that any other persons in that private residence have authorized him/her to obtain the permit referenced herein.

2. "City" means the City of Westmorland

3. "Cultivation" means any activity involving the planting, growing, harvesting, drying, curing, grading, trimming, or otherwise processing of marijuana plants or any part thereof.

4. "Fully enclosed and secure structure" means a fully-enclosed space within a building that complies with the California Building Code ("CBSC"), as adopted in the City, or if exempt from the permit requirements of the CBSC, that has a complete roof, a foundation, slab or equivalent base to which the floor is secured by bolts or similar attachments, is secure against unauthorized entry, is accessible only through one or more lockable doors, and is not visible from a public right-of-way. Walls and roofs must be constructed of solid materials that cannot be easily broken through such as two inch by four inch nominal or thicker studs overlaid with three-eighths inch or thicker plywood or the equivalent. Plastic sheeting, regardless of gauge, or similar products do not satisfy this requirement. If indoor grow lights or air filtration systems are used, they must comply with the California building, electrical, and fire codes are adopted in the City of Westmorland.

5. "Immature marijuana plant" means a marijuana plant, whether male or female, that has not yet flowered and which does not yet have buds that are readily observed by unaided visual examination.

6. "Indoors" means within a fully enclosed and secure structure as that structure is defined above.

7. "Mature marijuana plant" means a marijuana plant, whether male or female, that has flowered and which has buds that are readily observed by unaided visual examination.

8. "Outdoors" means any location within the City that is not within a fully enclosed and secure structure. It includes covered decks, carports, open-air garden courts, and similar situations that are not fully enclosed and secured with a lock.

9. "Parcel" means property assigned a separate parcel number by the Westmorland County assessor.

10. "Private residence" means a house, apartment unit, mobile home, or other similar dwelling unit. A second unit does not constitute a "private residence."

C. Outdoor Cultivation Regulations - PROHIBITED

1. It is hereby declared to be unlawful, a public nuisance, and a violation of this Ordinance for any person owning, leasing, occupying, or having charge or possession of any parcel within any zoning district in the City to cause or allow such premises to be used for the outdoor cultivation of marijuana plants.

D. Indoor Cultivation of Marijuana Only for Personal Use; Regulations for Residential Zones.

1. When authorized by state law, an authorized grower shall be allowed to cultivate marijuana only in a private residence in a residential zone, only indoors, and only for personal use, subject to the following regulations:

2. The marijuana cultivation area shall be located indoors. The total area cultivated shall not exceed fifty square feet and not exceed ten feet in height, nor shall it come within twelve (12) inches of the ceiling or any cultivation lighting. Cultivation in a greenhouse on the property of the residence but not physically part of the home is permitted, as long as it is fully enclosed, secure, not visible from a public right-of-way and meeting all requirements in this Chapter.

3. Adequate mechanical locking or electronic security systems must be installed as part of the fully enclosed and secure structure or the residential structure prior to the commencement of cultivation.

4. Marijuana cultivation lighting shall not exceed one thousand two hundred watts in total for the total cultivation area within the residence.

5. The use of gas products such as but not limited to CO₂, butane, methane, or any other flammable or non-flammable gas for marijuana cultivation or processing is prohibited.

6. There shall be no exterior visibility or evidence of marijuana cultivation outside the private residence from the public right-of-way, including but not limited to any marijuana plants, equipment used in the growing and cultivation operation, and any light emanating from cultivation lighting.

7. The authorized grower shall reside full-time in the residence where the marijuana cultivation occurs. It is the responsibility of the authorized grower to insure that marijuana cultivated hereunder is not accessed by persons under 21.

8. The authorized grower shall not participate in marijuana cultivation in any other location within the City. There may be only one authorized grower per private residence.

9. The residence shall include fully functional and usable kitchen, bathroom, and bedroom areas actually utilized for their intended use by the resident authorized grower, and the premises shall not be used primarily or exclusively for marijuana cultivation.

10. The marijuana cultivation area shall be in compliance with the current adopted edition of the California Building Code §1203.4 Natural Ventilation or §402.3 Mechanical Ventilation (or equivalent), as amended from time to time.

11. The building official may require additional specific standards to meet the California Building Code and Fire Code, including but not limited to installation of fire suppression sprinklers and may require annual or other inspections.

12. The marijuana cultivation area shall not result in a nuisance or adversely affect the health, welfare, or safety of the resident or nearby residents by creating dust, glare, heat, noise, noxious gasses, odors, smoke, traffic, vibration, or other impacts, or be hazardous due to use or storage of materials, processes, products or wastes.

13. No more than 6 living marijuana plants, mature or immature, are permitted for indoor personal cultivation under this Chapter.

14. Marijuana in excess of 28.5 grams produced by plants kept for indoor personal cultivation under this Chapter must be kept in a locked space on the grounds of the private residence not visible from the public right-of-way.

E. Indoor Cultivation of Marijuana Restricted to One Authorized Grower per Private Residence.

1. It is hereby declared to be unlawful, a public nuisance and a violation of this Chapter for any person owning, leasing, occupying, or having charge or possession of any parcel within the City to cause or allow such parcel to be used for the cultivation of marijuana, unless the person is authorized by state law to grow marijuana for a specifically authorized purpose within a private residence in a residential zone, and such authorized grower is complying with all requirements of this Ordinance.

2. No person shall grow marijuana upon any parcel until and unless he or she first secures a permit from the City Clerk and pay such fees as may be required and set forth by resolution of the City Council for issuance of the permit and or inspections.

3. Only one such permit shall be granted per private residence.

F. Public Nuisance Prohibited

It is hereby declared to be unlawful and a public nuisance for any person owning, leasing, occupying, or having charge or possession of any parcel within the City to create a public nuisance in the course of cultivating marijuana plants or any part thereof in any location, indoor or outdoor. A public nuisance may be deemed to exist, if such activity produces:

1. Odors which are disturbing to people of reasonable sensitivity residing or present on adjacent or nearby property or areas open to the public.

2. Repeated responses to the parcel by law enforcement or fire personnel.

3. A repeated disruption to the free passage of persons or vehicles in the neighborhood, excessive noise which is disturbing to people of normal sensitivity on adjacent or nearby property or areas open to the public.

4. Any other impacts on the neighborhood which are disruptive of normal activity in the area including, but not limited to, grow lighting visible outside that dwelling, excessive vehicular traffic or parking occurring at or near the dwelling, and excessive noise emanating from the dwelling.

5. Outdoor growing and cultivation outdoor growing and cultivation of marijuana in violation of this ordinance.

G. Penalties Not Exclusive; Violation Constitutes a Crime.

The remedies and penalties provided herein are cumulative, alternative and nonexclusive. The use of one does not prevent the use of any other criminal, civil, or administrative remedy or penalty authorized by, or set forth in, the Westmorland Ordinances, Resolutions, or Regulations. None of the penalties or remedies authorized by, or set forth in, the Westmorland Ordinances, Resolutions, or Regulations shall prevent the City from using any other penalty or remedy under state statute which may be available to enforce this section or to abate a public nuisance. Violation of this Chapter shall constitute a crime punishable as a misdemeanor or infraction in the discretion of the City Attorney.

H. Prohibition on Possession and Smoking of Marijuana in City Buildings

The possession, smoking or other use of marijuana is prohibited in buildings owned, leased or occupied by the City. As an employer, the City maintains a drug and alcohol free workplace by prohibiting the use, consumption,

possession, transfer, transportation, sale, display and growth of marijuana in the workplace. As provided by state law, where a tobacco smoking ban or regulation is in place, such ban or regulation applies to the smoking of marijuana.

SECTION 3 - SCOPE

Except as set forth in this ordinance, all other provisions of the Westmorland City Ordinances, Resolutions, or Regulations shall remain in full force and effect.

SECTION 4 - SEVERABILITY

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

PASSED, APPROVED AND ADOPTED by the City Council of the City of Westmorland this 21st day of December 2016.

/s/ Mary Ann Monte Smith
Mary Ann Monte Smith, Mayor

ATTEST:

/s/ Sally Traylor
SALLY TRAYLOR
CITY CLERK, CITY OF WESTMORLAND

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL) SS
CITY OF WESTMORLAND)

Introduction and 1st Reading

I, Sally Traylor, City Clerk of the City of Westmorland, California, **DO HEREBY CERTIFY**, that the foregoing Ordinance No. 16-05 was approved for 1st Reading by the City Council of the City of Westmorland at a regular meeting held on the 7th day of December 2016.

Second Reading and Adoption

I, Sally Traylor, City Clerk of the City of Westmorland, California, **DO HEREBY CERTIFY**, that the foregoing Ordinance No. 16-05 was approved for adoption by the City Council of the City of Westmorland at a regular meeting held on the 21st day of December 2016, and that it was so adopted by the following vote:

Ayes: 5 Nays: 0 Absent: 0

AYES: BELTRAN, GRAHAM, MENDEZ, RITCHIE, AND SMITH
NAYES: NONE
ABSENT: NONE
ABSTAIN: NONE

MOTION CARRIED 5-0

Date Posted:

/s/ Sally Traylor
Sally Traylor, City Clerk

This is a true and correct copy of Ordinance No. 16-05. This Ordinance No. 16-05 was posted pursuant to law.

JOINT USE AGREEMENT BETWEEN THE WESTMORLAND
UNION ELEMENTARY SCHOOL DISTRICT AND THE CITY
OF WESTMORLAND

The Westmorland Union Elementary School District (hereinafter called the "District") and the City of Westmorland (hereinafter called the "City") hereby enter into this Agreement in which the District and the City agree to all of the following:

1. The Westmorland Community Recreation Area (hereinafter called the "Recreation Area") includes all real property and the fixtures and personal property affixed to or located on real property currently owned by the District and described as follows:

Baseball Field Complex between First and Second Streets, South of the school buildings in Westmorland, California.
2. The District desires to maintain and improve its Recreation Area for the use of its students for athletic events and extra-curricular and curricular activities. The City also desires to maintain and improve the District's Recreation Area for the purpose of community activities and youth sports leagues.
3. To promote community activities and youth sports using the District Recreation Area described above, the City agrees that:
 - a. The City will pay for or otherwise furnish to the Recreation Area all water and electrical power utilized by the District on and in conjunction with the use, or maintenance, of the Recreation Area;
 - b. The City will pay one half of all reasonable costs for necessary repairs, and maintenance, of the Recreation area with the exception of the ground's maintenance specified in paragraph 4 below, and on the condition that any such expenditure in excess of \$300 requires prior written consent from the City.
 - c. Upon the expiration or termination of this Agreement by either party, the District retains all right and title to any improvements and fixtures which may have been added by either or both parties during the term of this Agreement without any obligation to reimburse the City for claims or costs related to such improvements or fixtures.

The Little League volunteers will have cleanup days as needed and will clean restroom facilities during Little League Season.

4. In return for the City's promises contained in paragraph 3 above, the District agrees that:

- a. The District will regularly mow and trim the sidewalk area along Highway 86, Bee Street and C Street.

The District will pay one half of all reasonable costs for necessary repairs, and maintenance, of the Recreation Area on the condition that any such expenditure in excess of \$300 requires the prior permission of the District;

- b. The District will permit the use of its Recreation Area by individuals or groups designated by the city after school hours and on days when the District is not in session, provided that such use does not interfere with a District sponsored activity.
5. This agreement may be terminated by either party with thirty days prior written notice to the other party.

6. This Agreement supersedes and replaces the prior "Agreement between the Westmorland Union Elementary School District and the City of Westmorland" dated January 23, 2015, and all prior agreements, understandings, and discussions. The term of this agreement will be from February 26, 2024 and ending on July 5, 2024.

City of Westmorland

Date

Westmorland Union Elementary

Date

Westmorland Little League

Date

DRAFT NOT ORIGINAL

CITY OF WESTMORLAND CITY COUNCIL REPORT

DATE: March 6, 2024

FROM: Laura Fischer, Manager

SUBJECT: Update on the Assistance to Firefighters Grant - FEMA

INFORMATION ONLY: The grant team has met and has been working on the application. Chief Cruz and Jackie Loper gathered information on our fire department staff, calls, demographics and services. Westmorland Public Works and Office Supervisor checked utility services, contacted building inspector, researched personnel and payroll, and prior year budget information.

We drafted the needed narratives, and supplied all the data available to submit the application.

At this time, I don't have the full number of hours that I worked on the application, but will have that on the day of the meeting. I will also have a printed copy of the application, which will be prepared and submitted online at FEMAGO.

Should you have any questions, please don't hesitate to contact me.

Respectfully Submitted,
Laura Fischer