

AGENDA

**CITY COUNCIL
CITY OF IMPERIAL
200 WEST 9TH STREET
IMPERIAL, CA 92251-1637
MAY 6, 2020
6:00 PM CLOSED SESSION
7:00 PM OPEN SESSION**

**THIS MEETING WILL BE CONDUCTED PURSUANT TO THE PROVISIONS OF THE
GOVERNOR'S EXECUTIVE ORDER N-29-20**

To protect our constituents, City officials and City staff, the City requests all members of the public to follow the California Department of Health Services' guidance and the County of Imperial Public Health Office Order for the control of COVID-19 restricting group events and gatherings and maintaining physical distancing. Additional information regarding COVID-19 is available on the City's website at www.cityofimperial.org

1. If you choose to attend the Council meeting in person, you will be required to maintain appropriate physical distance, i.e. maintain a 6-foot distance between yourself and other individuals. Please note seating is limited.
2. You are strongly encouraged to observe the City Council meetings via Livestream at the City of Imperial Facebook page.
3. Email public comments to cityclerk@cityofimperial.org by 5:00 pm on Wednesday, May 6, 2020. Comments received by 5:00 pm will be read into the record.

TELECONFERENCE NOTICE

Pursuant to Executive Order N-29-20 issued by Governor Gavin Newsom on March 17, 2020 and to the extent applicable Government Code Section 54953(b), this City Council Meeting may include teleconference participation by the City Council Members and City staff. Consistent with Executive Order N-29-20 teleconference locations utilized by City Council Members shall not be accessible to the public and are not subject to special posting requirements.

The City of Imperial thanks you in advance for taking all precautions to prevent spreading the COVID-19 virus.

The Imperial City Council meetings, including public comments, are being Livestreamed on the City's social media pages. By remaining in the room you are giving your permission to be recorded.

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT THE BUILDING & SAFETY DIRECTOR, (760) 355-1152. NOTIFICATION 48 HOURS PRIOR TO THE MEETING WILL ENABLE THE CITY TO MAKE REASONABLE ARRANGEMENTS TO ENSURE ACCESSIBILITY TO THIS MEETING [28CFR 35.102-35.104 ADA TITLE II]

A. CITY COUNCIL CONVENES TO CLOSED SESSION AT 6:00 PM

This is a **CLOSED SESSION** in which the **COUNCIL** discusses matters in closed as opposed to open session. Only those matters authorized by the Brown Act as permissible **CLOSED SESSION** subjects will be discussed. They are as follows:

A-1. SUBJECT: CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9 One Case (No. 18-2)

A-2. SUBJECT: CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Section 54956.9 (c))

One Potential Case

A-3. SUBJECT: PUBLIC EMPLOYEE APPOINTMENT (54957 (b) (1))

TITLE: City Manager

CITY COUNCIL ADJOURNS CLOSED SESSION

B. CITY COUNCIL CONVENES TO OPEN SESSION AT 7:00 P.M.

ROLL CALL

PLEDGE OF ALLEGIANCE

ADJUSTMENTS TO THIS AGENDA

ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

C. PUBLIC APPEARANCES:

C-1. Matters not appearing on the agenda. If you wish to address the COUNCIL concerning any item within the COUNCIL’S jurisdiction, please raise your hand and be acknowledged by the MAYOR, and at that time state your name and address for the record. The MAYOR reserves the right to place a time limit on each person’s presentation of three (3) minutes. It is requested that longer presentations be submitted to the Council in writing.

C-2. Matters appearing on the agenda. If you wish to address the COUNCIL concerning any item appearing on the agenda, please raise your hand and be acknowledged by the MAYOR, and at that time state your name and address for the record. The MAYOR reserves the right to place a time limit on each person’s presentation of three (3) minutes.

D. CONSENT AGENDA:

All items appearing under “Consent Agenda” will be acted upon by the City Council by one motion without discussion. Should any Council member or other person request that any item be considered separately, that item will then be taken up at the time as determined by the MAYOR

D-1. Approval of claims/warrants report.

D-2. Approval of Treasurers’ Report for month of March 2020.

D-3. Approval of minutes for regular meetings of April 1, 2020 and April 15, 2020 and special meeting of March 24, 2020.

D-4. Approval of MOU between the City of San Diego Police Department Internet Crimes Against Children Task Force and Imperial Police Department for the period January 1, 2020 to December 31, 2025.

E. PUBLIC HEARINGS:

E-1. SUBJECT: DISCUSSION/ACTION: APPEAL OF PLANNING COMMISSION DECISION DENYING A TIME EXTENSION, AMENDMENTS TO CONDITIONS OF APPROVAL AND REVOCATION OF CUP 19-06 LOCATED AT 2475 CLARK ROAD, IMPERIAL, CA AS REQUESTED BY JUSTO FELIX.

1. PUBLIC HEARING continued from April 15, 2020.
 - 1a. Appellant presentation regarding basis for appeal.
 - 1b. Staff presentation
 - 1c. Public presentation
2. RENDER DECISION ON APPELLANT’S REQUEST TO OVERTURN PLANNING COMMISSION DECISION AND ADOPT RESOLUTION GRANTING OR DENYING APPEAL.

F. ACTION ITEMS: (DISCUSSION/ACTION – APPROVE-DISAPPROVE)

F-1. SUBJECT: DISCUSSION/ACTION: IMPERIAL HIGH SCHOOL SENIOR CLASS OF 2020.

1. APPROVE DONATION OF STAFF TIME TO HANG DOWNTOWN BANNERS TO HONOR IMPERIAL HIGH SCHOOL SENIOR CLASS OF 2020.

F-2. SUBJECT: DISCUSSION/ACTION: CONSTRUCTION OF STORM DRAIN SYSTEM AND ASPHALT RUBBER COMPOSITE LAYER OVERLAY ALONG 11TH STREET FROM NORTH “D” STREET TO OLD SR-86 (BID NO. 2019-10).

1. APPROVE CONTRACT WITH GRANITE CONSTRUCTION FOR ASPHALT REPAIRS AT INTERSECTION OF “F” & 11TH STREETS IN THE AMOUNT OF \$48,901.00.

F-3. SUBJECT: DISCUSSION/ACTION: SALE OF PROPERTY LOCATED AT THE NORTHWEST CORNER OF HIGHWAY 86 AND 15TH STREET – APN 063-040-035 AND 063-040-036.

1. APPROVE RESOLUTION NO. 2020-16, AUTHORIZING CITY MANAGER TO ENTER INTO APPROPRIATE AGREEMENTS TO EFFECTUATE PREVIOUSLY APPROVED SALE, ACKNOWLEDGING FINAL SALE PRICE AND TRANSACTION TIMING.

G. REPORTS:

G-1. SUBJECT: MAYOR AND COUNCIL MEMBER REPORTS.

G-2. SUBJECT: CITY MANAGER REPORT

G-3. SUBJECT: DEPARTMENT REPORTS.

ADJOURN CITY COUNCIL MEETING UNTIL THE NEXT REGULARLY SCHEDULED MEETING, WEDNESDAY, MAY 20, 2020, AT 7:00 P.M.

NOTE: Any documents produced by the City and distributed to a majority of the City Council/Agency Board regarding any item on this agenda will be made available at the front counter at City Hall, located at 420 S. Imperial Avenue, during normal business hours

Check Register Report

D-1

Date: 05/01/2020

Time: 1:28 pm

Page: 1

CITY OF IMPERIAL

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks							
92858	04/17/2020	Printed		1021	AGGREGATE PRODUCTS, INC.		11,264.75
92859	04/17/2020	Printed		023	AIRWAVE COMMUNICATIONS		67.50
92860	04/17/2020	Printed		2357	ALL VALLEY FENCE		295.24
92861	04/17/2020	Printed		195	ALLIED WASTE		105,363.19
92862	04/17/2020	Printed		195	ALLIED WASTE		11,442.44
92863	04/17/2020	Printed		5956	AMAZON CAPITAL SERVICES		536.13
92864	04/17/2020	Printed		656	AQUA METRIC		8,603.95
92865	04/17/2020	Printed		2081	ARAMARK UNIFORM SERVICE		756.17
92866	04/17/2020	Printed		1009	ARCTIC AIR		510.00
92867	04/17/2020	Printed		1066	AT&T		2,253.79
92868	04/17/2020	Printed		6933	AT&T		41.04
92869	04/17/2020	Printed		1851	AT&T LONG DISTANCE		285.60
92870	04/17/2020	Printed		2173	ATEN EXPRESS INC		240.00
92872	04/17/2020	Printed		4400	BABCOCK LABORATORIES, INC.		2,373.00
92873	04/17/2020	Printed		6069	BAKER DISTRIBUTING COMPANY LLC		247.15
92874	04/17/2020	Printed		674	BRENTAG		3,148.11
92875	04/17/2020	Printed		2430	CALIFORNIA BUILDING STANDARDS		440.10
92876	04/17/2020	Printed		455	CALIFORNIA STATE DISBURSEMENT		618.46
92877	04/17/2020	Printed		3029	CLAIREMONT EQUIPMENT		286.00
92878	04/17/2020	Printed		6222	CODE EXXPERTS, LLC		1,278.36
92879	04/17/2020	Printed		4213	COLDWELL BANKER		60.58
92880	04/17/2020	Printed		514	CORE & MAIN LP		12,357.30
92882	04/17/2020	Printed		6857	COUNTY MOTOR PARTS CO, INC		1,389.51
92883	04/17/2020	Printed		1443	COUNTY OF IMPERIAL AUDITOR-		1,970.00
92884	04/17/2020	Printed		3135	COUNTY OF SAN DIEGO, RCS		1,539.00
92885	04/17/2020	Printed		2725	CREDIT BUREAU OF IMPERIAL		35.00
92886	04/17/2020	Printed		3403	DANIELS TIRE CORPORATE ADMIN		2,199.28
92887	04/17/2020	Printed		6986	DAVID KISH		113.87
92888	04/17/2020	Printed		1302	DAVID TURCH & ASSOCIATES		5,000.00
92889	04/17/2020	Printed		6170	DEF PRODUCTS, LLC		606.09
92890	04/17/2020	Printed		1056	DELL MARKETING L.P.		221.37
92891	04/17/2020	Printed		1623	DENNIS H. MORITAAPC		23,950.00
92892	04/17/2020	Printed		339	DEPARTMENT OF CONSERVATION		1,392.19
92893	04/17/2020	Printed		6987	DEVON CROOKS		47.41
92894	04/17/2020	Printed		4049	DIVISION OF THE STATE		64.80
92895	04/17/2020	Printed		517	DYNAMIC CONSULTING ENGINEERS		650.00
92896	04/17/2020	Printed		6642	EDD		100.00
92897	04/17/2020	Printed		6426	EFR ENVIRONMENTAL		12,892.53
92898	04/17/2020	Printed		226	EL CENTRO REGIONAL		117.00
92899	04/17/2020	Printed		818	ERS INDUSTRIAL SERVICES, INC.		6,475.00
92900	04/17/2020	Printed		5134	FORENSIC DRUG TESTING SERVICES		49.00
92901	04/17/2020	Printed		205	GRANITE CONSTRUCTION CO.		588,488.52
92902	04/17/2020	Printed		117	HAAKER EQUIPMENT COMPANY		3,258.63
92903	04/17/2020	Printed		2181	HARRIS COMPUTER SYSTEMS		18,431.36
92904	04/17/2020	Printed		2096	HOME DEPOT CREDIT SERVICES		335.99
92905	04/17/2020	Printed		4377	HUBER TECHNOLOGY INC		12,671.80
92906	04/17/2020	Printed		1190	ICMARC		2,190.19
92907	04/17/2020	Printed		4271	IMPERIAL COUNTY HUMANE SOCIETY		360.00
92908	04/17/2020	Printed		202	IMPERIAL COUNTY TREASURER		25,519.39

Check Register Report

Date: 05/01/2020

Time: 1:28 pm

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CITY OF IMPERIAL

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks							
92909	04/17/2020	Printed		4264	IMPERIAL IRRIGATION DISTRICT		8,160.00
92910	04/17/2020	Printed		102	IMPERIAL POLICE OFFICERS ASSN.		700.00
92911	04/17/2020	Printed		221	IMPERIAL PRINTERS		511.75
92913	04/17/2020	Printed		122	IMPERIAL STORES		560.78
92914	04/17/2020	Printed		3187	IMPERIAL TRUSS & LUMBER CO.		3,018.17
92915	04/17/2020	Printed		350	IMPERIAL VALLEY PAINT CENTER		218.56
92916	04/17/2020	Printed		1555	IMPERIAL VALLEY PRESS		613.33
92917	04/17/2020	Printed		6995	INDUSTRIAL NETWORKING SOLUTION		1,168.20
92918	04/17/2020	Printed		5033	INFO SEND INC.		4,420.54
92919	04/17/2020	Printed		320	INTERNAL REVENUE SERVICE		150.00
92920	04/17/2020	Printed		344	J.P. COOKE CO.		101.20
92921	04/17/2020	Printed		1587	JADE SECURITY SYSTEMS, INC.		59.99
92922	04/17/2020	Printed		6988	JAQUELINE GARCIA		59.16
92923	04/17/2020	Printed		6994	JAVIER VELAZQUEZ		49.96
92924	04/17/2020	Printed		008	JIM REITER'S LOCKSMITH & SAFE		327.61
92925	04/17/2020	Printed		6365	JOHN DEERE FINANCIAL		149.85
92926	04/17/2020	Printed		642	JORDAN CENTRAL IMPLEMENT CO.		26.47
92927	04/17/2020	Printed		6990	KARINA GARCIA		149.24
92928	04/17/2020	Printed		2901	KIMBALL MIDWEST		758.09
92929	04/17/2020	Printed		035	KISCO SALES, INC.		104.40
92930	04/17/2020	Printed		1647	LA BRUCHERIE IRRIGATION SUPPLY		83.22
92931	04/17/2020	Printed		5230	LABOR COMPLIANCE CONSULTANTS		2,230.00
92932	04/17/2020	Printed		6993	LARA GARAGE DOORS & GATES		400.00
92933	04/17/2020	Printed		6596	LC ENGINEERING CONSULTANTS INC		2,665.00
92934	04/17/2020	Printed		1996	LEE TIRE CO.		137.51
92935	04/17/2020	Printed		101	LINCOLN LIFE		1,226.00
92936	04/17/2020	Printed		401	LOWE'S		41.05
92937	04/17/2020	Printed		260	MALLORY SAFETY AND SUPPLY LLC		205.33
92938	04/17/2020	Printed		776	MOSS, LEVY & HARTZHEIM LLP		4,000.00
92939	04/17/2020	Printed		6989	NORMA GUTIERREZ		4.27
92940	04/17/2020	Printed		2510	NTU TECHNOLOGIES, INC.		5,642.82
92941	04/17/2020	Printed		4481	O'REILLY		107.49
92942	04/17/2020	Printed		079	ONE SOURCE DISTRIBUTORS		931.85
92943	04/17/2020	Printed		219	PADRE USA		40.51
92944	04/17/2020	Printed		6992	RACHEL AVILA		75.36
92945	04/17/2020	Printed		694	REXEL OF AMERICA, LLC		345.12
92946	04/17/2020	Printed		5398	RICARDO FLORES		21.12
92947	04/17/2020	Printed		5284	RICHARD OLIVERAS		79.40
92948	04/17/2020	Printed		1637	ROMEO'S CAR WASH		143.00
92949	04/17/2020	Printed		6991	SARAH SAUER		8.96
92950	04/17/2020	Printed		957	SC FUELS		1,409.76
92951	04/17/2020	Printed		979	SELLERS PETROLEUM		7,529.78
92952	04/17/2020	Printed		1239	SHERWIN-WILLIAMS		1,324.31
92953	04/17/2020	Printed		5706	SHI INTERNATIONAL CORP		1,331.90
92954	04/17/2020	Printed		5257	SKM INC		212.50
92955	04/17/2020	Printed		2365	SPARKLETTS		228.03
92956	04/17/2020	Printed		091	STAPLES CREDIT PLAN		203.11
92957	04/17/2020	Printed		6416	SUN DATA SUPPLY		88.96
92958	04/17/2020	Printed		024	THE HOLT GROUP, INC.		540.00
92959	04/17/2020	Printed		6951	U.S. DEPARTMENT OF EDUCATION		457.11

Check Register Report

Date: 05/01/2020

Time: 1:28 pm

Page: 3

CITY OF IMPERIAL

B ANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks							
92960	04/17/2020	Printed		275	UNDERGROUND SERVICE		87.33
					ALERT OF		
92961	04/17/2020	Printed		2008	UNITED PARCEL SERVICE		26.75
92962	04/17/2020	Printed		944	UNITED WAY OF IMPERIAL		6.00
					COUNTY		
92963	04/17/2020	Printed		6313	US AIR CONDITIONING		105.31
92964	04/17/2020	Printed		1100	USA BLUEBOOK		834.30
92967	04/17/2020	Printed		615	VALLEY PEST SERVICES, INC		1,447.00
92968	04/17/2020	Printed		611	VERIZON WIRELESS		632.41
92969	04/17/2020	Printed		6900	W.M. LYLES CO.		725,412.93
92970	04/17/2020	Printed		5639	WAGEWORKS, INC		50.00
92971	04/17/2020	Printed		1715	WAXIE SANITARY SUPPLY		879.43
92972	04/17/2020	Printed		1568	WEBB AND ASSOCIATES		156,897.87
92973	04/17/2020	Printed		1968	WESTAIR GASES &		3,411.73
					EQUIPMENT		
92974	04/17/2020	Printed		5379	WESTERN HARVESTING, LLC		71.86
92975	04/17/2020	Printed		1827	WILKINSON REAL ESTATE		28.71
92976	04/17/2020	Printed		487	XPRESS LUBE		246.09
92977	04/17/2020	Printed		3603	XYLEM		1,850.53

Total Checks: 115

Checks Total (excluding void checks):

1,817,545.81

Total Payments: 115

Bank Total (excluding void checks):

1,817,545.81

Total Payments: 115

Grand Total (excluding void checks):

1,817,545.81

City of Imperial

Treasurer's Report

For the Month Ending

March 31, 2020

CITY OF IMPERIAL

FUND BALANCE REVENUES

March 31, 2020

GENERAL FUND

CASH IN BANK *	1,427,317.59
ENDING FUND BALANCE:	\$1,427,317.59

IMPACT FEE FUNDS

FIRE	121,715.90
POLICE	847,140.10
ADMINISTRATIVE	797,589.13
LIBRARY	597,436.25
PARKS	892,972.14
CIRCULATION	593,921.98
ENDING IMPACT FEE'S BALANCE:	\$3,850,775.50

POLICE REVENUE FUNDS

PROPOSITION 172	-16,119.30
COPS GRANT AB 2017	98,005.91
COPS GRANT AB 2018	155,680.93
ASSET FORFEITURE	435.57
POLICE TECHNOLOGY GRANT	-112,075.41
ENDING FUNDS BALANCE:	\$125,927.70

TRAFFIC CONGESTION RELIEF	39,920.70
TRAFFIC SAFETY	6,668.15
STATE GAS TAX	414,791.54
LOCAL TRANSPORTATION	426,503.31
DIAL-A-RIDE	14,607.39
LTA MEASURE D	3,801,334.89
ENDING FUNDS BALANCE:	\$4,703,825.98

RESTRICTED REVENUE FUNDS

HOME - FTHB	16,364.25
CDBG - HOUSING REHAB	34,075.92
GENERAL LOAN ACCOUNT	504,782.22
ECONOMIC DEVELOPMENT	50.08
RLA FUND	41,238.71
WILDFLOWER LIGHTING	9,923.71
WILDFLOWER LANDSCAPE	151,363.03
PASEO LIGHTING	5,607.36
PASEO LANDSCAPE	204,795.27
SKY RANCH DISTRICT	1,195,463.29
JOSHUA TREE IMPROVEMENT	31,287.20
PROP 1B BOND	-164,418.69
LIBRARY LITERACY	131,587.97
LIBRARY DONATIONS	3,533.22
ZIP BOOKS	-31.23
COMMUNITY SERVICES GRANT	5,126.18
SB1	613,371.44
STPL	-615,000.92
AUSTIN/WORTHINGTON	95,750.00
EDA	602,085.49
ENDING FUNDS BALANCE:	2,866,954.50

ENDING GENERAL FUND BALANCE:	1,427,317.59
ENDING IMPACT FUNDS:	3,850,775.50
ENDING POLICE REVENUE:	125,927.70
ENDING STREET REVENUE:	4,703,825.98
RESTRICTED REVENUES:	\$2,866,954.50
CFD REVENUES:	\$84,600.39

GENERAL & RESTRICTED FUNDS TOTAL:	\$13,059,401.66
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WATER FUND BALANCE:	\$7,710,486.03
WASTEWATER FUND BALANCE:	\$9,088,987.45

ALL FUNDS TOTAL BALANCE:	\$29,858,875.14
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WATER FUND

CASH IN BANK	3,923,861.20
WATER CAPACITY	3,786,624.83
ENDING FUND BALANCE:	\$7,710,486.03

WASTEWATER FUND

CASH IN BANK	7,816,155.71
WASTEWATER CAPACITY	1,272,831.74
ENDING FUND BALANCE:	\$9,088,987.45

SUCCESSOR AGENCY

SUCCESSOR AGENCY	1,385,747.56
REDEVELOPMENT FUND	123,658.58
REDEV. LOW/MODERATE HOUSING	522,079.62
ENDING FUND BALANCE:	\$2,031,485.76

CFD FUND

CFD'S	84,600.39
ENDING FUND BALANCE:	\$84,600.39

SUCCESSOR AGENCY TO THE CITY OF IMPERIAL REDEVELOPMENT AGENCY FUNDS:	\$2,031,485.76	\$31,890,360.90
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CITY OF IMPERIAL
BANK RECONCILIATION
March 31, 2020

BANK BALANCE

BANK OF AMERICA	2,886,346.78
LOCAL AGENCY INVESTMENT FUND	6,387,313.52
SUN COMMUNITY FEDERAL CREDIT UNION	102,380.86
UNION BANK OF CALIFORNIA - GENERAL ACCOUNT	15,930,984.15
WELLS FARGO BANK	5,744,431.15

SUB-TOTAL: **\$31,051,456.46**

MONTHLY CASH BALANCE

OUTSTANDING GENERAL CHECKS	-127,947.89
OUTSTANDING PAYROLL CHECKS	-3,555.09
DEPOSIT IN TRANSIT (UNION BANK OF CALIFORNIA - GENERAL ACCOUNT)	654,973.46
UNION BANK OF CALIFORNIA - VOIDED CHECKS	0.00
DEPOSIT IN TRANSIT (BANK OF AMERICA)	0.00
DEPOSIT IN TRANSIT (WELLS FARGO BANK)	6,409.15
DEPOSIT IN TRANSIT (LAIF)	0.00

SUB-TOTAL: **\$529,879.63**

\$31,581,336.09

OTHER REVENUES

UNION BANK OF CALIFORNIA - LOW / MODERATE HOUSING	309,024.81
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END OF MONTH CASH BALANCE: \$31,890,360.90

CITY OF IMPERIAL
RESTRICTED REVENUES (Bonds, CFD's, Deferred Compensation, etc)
Cash W/Fiscal Agents
March 31, 2020

Fund 01 - Cash on Hand	450.00
Fund 08 - LTA - Bond 2012	855,445.35
Fund 49 - Dog Park Account	625.00
Fund 50 - 2005 Bonds	137,031.91
2012 Bonds	1,072,076.51
Fund 55 - 2012 Bonds	819,824.70
2019 Bonds	14,524,611.35
Fund 60 - Lincoln Financial Group	685,864.10
ICMA	290,465.21
Fund 89 - CFD's	2,486,835.36

<i>TOTAL CASH W/ FISCAL AGENTS:</i>	<u>\$20,873,229.49</u>
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GRAND TOTAL ALL FUNDS COMBINED: \$ 52,763,590.39

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4/22/2020
11:23 am

For the Period: 7/1/2019 to 3/31/2020

Amended Bud.

CURR MTH

UnencBal % Bud

Revenues

Dept: 000

4110	PROPERTY TAXES - SECURED	1,548,893.00	1,548,893.00	764,966.73	0.00	0.00	783,926.27	49.4
4111	PROPERTY TAXES - UNSECURED	149,350.00	149,350.00	137,011.79	0.00	0.00	12,338.21	91.7
4112	PROPERTY TRANSFER TAX	40,000.00	40,000.00	44,508.93	5,225.51	0.00	-4,508.93	111.3
4113	AIRCRAFT TAX	41,000.00	41,000.00	46,524.67	0.00	0.00	-5,524.67	113.5
4120	SALES TAX	2,204,964.00	2,204,964.00	2,154,311.56	129,960.39	0.00	50,652.44	97.7
4121	CANNABIS BUSINESS TAX	0.00	0.00	117,018.09	0.00	0.00	-117,018.09	0.0
4130	FRANCHISES	265,000.00	265,000.00	259,483.12	15,136.12	0.00	5,516.88	97.9
4135	CFD ADMINISTRATIVE FEE	100,000.00	100,000.00	25,000.00	0.00	0.00	75,000.00	25.0
4140	TRANSIENT OCCUPANCY TAX	26,000.00	26,000.00	9,323.81	0.00	0.00	16,676.19	35.9
4210	BUSINESS LICENSES	55,000.00	55,000.00	66,361.35	2,592.77	0.00	-11,361.35	120.7
4220	TAXI CAB LICENSES	400.00	400.00	0.00	0.00	0.00	400.00	0.0
4230	ANIMAL LICENSES	16,000.00	16,000.00	10,413.00	903.00	0.00	5,587.00	65.1
4240	BUILDING (WORK) PERMITS	385,000.00	385,000.00	494,806.15	28,757.42	0.00	-109,806.15	128.5
4310	VEHICLE CODE FINES	0.00	0.00	365.64	0.00	0.00	-365.64	0.0
4311	LOCAL COURT FINES	5,000.00	5,000.00	6,345.83	658.82	0.00	-1,345.83	126.9
4330	UTILITY PENALTIES	100,000.00	100,000.00	105,708.48	6,709.49	0.00	-5,708.48	105.7
4333	CODE ENFORCEMENT FINES	10,000.00	10,000.00	4,499.78	600.00	0.00	5,500.22	45.0
4335	LICENSE PENALTIES	1,600.00	1,600.00	4,118.61	520.08	0.00	-2,518.61	257.4
4410	MOTOR VEHICLE IN LIEU	1,637,565.00	1,637,565.00	845,807.49	0.00	0.00	791,757.51	51.7
4430	HOMEOWNERS EXEMPTION	5,800.00	5,800.00	1,733.71	0.00	0.00	4,066.29	29.9
4431	HOUSING AUTHORITY IN LIEU	2,300.00	2,300.00	2,121.00	0.00	0.00	179.00	92.2
4469	SCHOOL RESOURCE OFFICER	85,951.00	85,951.00	61,997.24	8,562.53	0.00	23,953.76	72.1
4473	HIDTA	42,000.00	42,000.00	71,087.17	0.00	0.00	-29,087.17	169.3
4480	STONEGARDEN	87,665.00	87,665.00	84,312.07	0.00	0.00	3,352.93	96.2
4483	DHE OVERTIME	0.00	0.00	9,272.64	0.00	0.00	-9,272.64	0.0
4485	Homeland Security	0.00	0.00	3,218.13	0.00	0.00	-3,218.13	0.0
4508	CFD SERVICE FEE	100,000.00	100,000.00	25,000.00	0.00	0.00	75,000.00	25.0
4509	FIRE INSPECTION & MISC FEES	55,000.00	55,000.00	84,492.00	3,192.00	0.00	-29,492.00	153.6
4510	ZONING/SUBDIVISION FEES	35,000.00	35,000.00	26,254.55	2,076.80	0.00	8,745.45	75.0
4521	PLAN CK/ENG/ENCROACHMENT FEES	170,000.00	170,000.00	232,575.71	11,099.02	0.00	-62,575.71	136.8
4522	SEISMIC FEES	3,500.00	3,500.00	5,822.13	281.81	0.00	-2,322.13	166.3
4523	CBSC	1,600.00	1,600.00	6,879.00	631.00	0.00	-5,279.00	429.9
4524	RUBBISH COLLECTION FEES	1,124,880.00	1,124,880.00	1,086,985.54	112,607.78	0.00	37,894.46	96.6
4525	RUBBISH COLLECTION FEES AB939	115,000.00	115,000.00	85,742.81	8,036.42	0.00	29,257.19	74.6
4526	RECYCLING	5,000.00	5,000.00	5,414.65	501.94	0.00	-414.65	108.3
4533	POOL REVENUES	35,000.00	35,000.00	21,340.20	0.00	0.00	13,659.80	61.0
4534	RECREATION / RENTAL FEES	3,000.00	3,000.00	2,380.00	240.00	0.00	620.00	79.3
4535	ADMINISTRATIVE SERVICES	27,500.00	27,500.00	11,455.62	349.84	0.00	16,044.38	41.7
4536	RECREATION PROGRAMS	30,000.00	30,000.00	16,948.65	105.00	0.00	13,051.35	56.5
4538	WORTHINGTON SQUARE PROGRAMS	3,000.00	3,000.00	8,967.00	0.00	0.00	-5,967.00	298.9
4540	LIBRARY FEES	9,000.00	9,000.00	6,980.92	614.67	0.00	2,019.08	77.6
4610	INTEREST EARNED	6,500.00	6,500.00	8,178.59	211.44	0.00	-1,678.59	125.8
4700	FARMER'S MARKET	37,000.00	37,000.00	42,920.00	25.00	0.00	-5,920.00	116.0
4701	SPONSORSHIP (RECREATION)	30,000.00	30,000.00	24,000.00	0.00	0.00	6,000.00	80.0
4705	Sponsorship - Parade & Rally	0.00	0.00	3,600.00	0.00	0.00	-3,600.00	0.0
4710	SALE OF MAPS, PUBS & COPIES	500.00	500.00	764.10	1.00	0.00	-264.10	152.8
4711	SALE OF SURPLUS PROPERTY	500.00	500.00	5,042.00	0.00	0.00	-4,542.00	1008.4
4720	POLICE - DUI	800.00	800.00	0.00	0.00	0.00	800.00	0.0
4721	POLICE - OTHER	25,000.00	25,000.00	20,103.56	1,880.00	0.00	4,896.44	80.4
4724	POST REIMBURSEMENT	25,975.00	25,975.00	17,388.93	0.00	0.00	8,586.07	66.9
4727	POLICE DETAILS	5,000.00	5,000.00	2,493.47	0.00	0.00	2,506.53	49.9
4740	INSURANCE DIVIDENDS	800.00	800.00	1,559.06	318.64	0.00	-759.06	194.9
4742	INSURANCE CLAIMS	0.00	0.00	12,548.83	0.00	0.00	-12,548.83	0.0
4790	NOT OTHERWISE CLASSIFIED	5,000.00	5,000.00	2,983.61	904.63	0.00	2,016.39	59.7
4910	OPERATING TRANSFERS IN	1,648,647.00	1,648,647.00	750,348.00	0.00	0.00	898,299.00	45.5

Dept: 000

Revenues

Expenditures

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City of Imperial

For the Period: 7/1/2019 to 3/31/2020

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 01 - GENERAL FUND							
Expenditures							
Dept: 100 CITY COUNCIL							
5102 SALARIES - PART TIME	21,600.00	21,600.00	16,200.00	1,800.00	0.00	5,400.00	75.0
5112 FICA	1,650.00	1,650.00	1,239.30	137.70	0.00	410.70	75.1
5114 UNEMPLOYMENT INS.	1,405.00	1,405.00	707.40	66.60	0.00	697.60	50.3
5250 PUBLICATION/DUES	200.00	200.00	0.00	0.00	0.00	200.00	0.0
5260 TELEPHONE	4,800.00	4,800.00	4,028.90	406.05	0.00	771.10	83.9
5265 TRAINING/EDUCATION	2,800.00	2,800.00	0.00	0.00	0.00	2,800.00	0.0
5270 TRAVEL & MEETINGS	11,560.00	11,560.00	7,488.40	1,801.08	0.00	4,071.60	64.8
5301 OFFICE SUPPLIES	100.00	100.00	184.03	0.00	0.00	-84.03	184.0
5330 SPECIAL DEPARTMENTAL SUPPLIES	200.00	200.00	1,405.05	37.88	0.00	-1,205.05	702.5
CITY COUNCIL	44,315.00	44,315.00	31,253.08	4,249.31	0.00	13,061.92	70.5
Dept: 105 CITY TREASURER							
5102 SALARIES - PART TIME	300.00	300.00	225.00	25.00	0.00	75.00	75.0
5112 FICA	23.00	23.00	17.19	1.91	0.00	5.81	74.7
5114 UNEMPLOYMENT INS.	20.00	20.00	9.87	0.93	0.00	10.13	49.4
CITY TREASURER	343.00	343.00	252.06	27.84	0.00	90.94	73.5
Dept: 110 CITY CLERK							
5101 SALARIES - FULL TIME	64,656.00	64,656.00	48,810.65	4,373.64	0.00	15,845.35	75.5
5112 FICA	5,245.00	5,245.00	3,841.44	346.52	0.00	1,403.56	73.2
5114 UNEMPLOYMENT INS.	364.00	364.00	208.68	0.00	0.00	155.32	57.3
5115 HEALTH INSURANCE	6,720.00	6,720.00	5,084.46	564.94	0.00	1,635.54	75.7
5120 VEHICLE ALLOWANCE	1,920.00	1,920.00	1,800.00	200.00	0.00	120.00	93.8
5123 WELLNESS PROGRAM	384.00	384.00	0.00	0.00	0.00	384.00	0.0
5124 EDUCATION INCENTIVE	1,600.00	1,600.00	0.00	0.00	0.00	1,600.00	0.0
5210 CONTRACT SERVICE	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
5250 PUBLICATION/DUES	3,500.00	3,500.00	6,045.73	65.00	0.00	-2,545.73	172.7
5260 TELEPHONE	480.00	480.00	650.13	81.21	0.00	-170.13	135.4
5265 TRAINING/EDUCATION	1,700.00	1,700.00	500.00	0.00	0.00	1,200.00	29.4
5270 TRAVEL & MEETINGS	3,100.00	3,100.00	1,885.51	0.00	0.00	1,214.49	60.8
5301 OFFICE SUPPLIES	2,700.00	2,700.00	166.44	0.00	0.00	2,533.56	6.2
5330 SPECIAL DEPARTMENTAL SUPPLIES	4,500.00	4,500.00	0.00	0.00	0.00	4,500.00	0.0
CITY CLERK	101,869.00	101,869.00	68,993.04	5,631.31	0.00	32,875.96	67.7
Dept: 120 CITY ATTORNEY							
5210 CONTRACT SERVICE	120,000.00	120,000.00	172,901.58	30,268.50	0.00	-52,901.58	144.1
CITY ATTORNEY	120,000.00	120,000.00	172,901.58	30,268.50	0.00	-52,901.58	144.1
Dept: 130 CITY MANAGER							
5101 SALARIES - FULL TIME	179,398.00	179,398.00	127,093.42	6,184.33	0.00	52,304.58	70.8
5103 OVERTIME	0.00	0.00	51.21	12.80	0.00	-51.21	0.0
5108 SPECIALTY PAY 5%	1,560.00	1,560.00	0.00	0.00	0.00	1,560.00	0.0
5111 RETIREMENT	12,808.00	12,808.00	8,291.05	431.96	0.00	4,516.95	64.7
5112 FICA	14,368.00	14,368.00	6,948.14	463.58	0.00	7,419.86	48.4
5114 UNEMPLOYMENT INS.	819.00	819.00	477.85	33.30	0.00	341.15	58.3
5115 HEALTH INSURANCE	15,120.00	15,120.00	8,286.19	647.96	0.00	6,833.81	54.8
5120 VEHICLE ALLOWANCE	3,600.00	3,600.00	1,950.00	0.00	0.00	1,650.00	54.2
5123 WELLNESS PROGRAM	864.00	864.00	80.00	0.00	0.00	784.00	9.3
5124 EDUCATION INCENTIVE	2,400.00	2,400.00	1,540.00	0.00	0.00	860.00	64.2
5210 CONTRACT SERVICE	0.00	0.00	35,308.37	12,000.00	0.00	-35,308.37	0.0
5250 PUBLICATION/DUES	2,135.00	2,135.00	2,160.90	408.00	0.00	-25.90	101.2
5260 TELEPHONE	960.00	960.00	2,591.03	1,743.40	0.00	-1,631.03	269.9
5265 TRAINING/EDUCATION	2,815.00	2,815.00	237.83	0.00	0.00	2,577.17	8.4
5270 TRAVEL & MEETINGS	15,100.00	15,100.00	13,279.29	2,461.95	0.00	1,820.71	87.9
5301 OFFICE SUPPLIES	1,600.00	1,600.00	575.30	122.65	0.00	1,024.70	36.0
5330 SPECIAL DEPARTMENTAL SUPPLIES	300.00	300.00	4,028.98	923.96	0.00	-3,728.98	1343.0
CITY MANAGER	253,847.00	253,847.00	212,899.56	25,433.89	0.00	40,947.44	83.9
Dept: 131 MARKETING & DEVELOPMENT							
5201 ADVERTISING (INCL LEGAL)	200.00	200.00	43.99	0.00	0.00	156.01	22.0

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City of Imperial

For the Period: 7/1/2019 to 3/31/2020

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 01 - GENERAL FUND							
Expenditures							
Dept: 131 MARKETING & DEVELOPMENT							
5210 CONTRACT SERVICE	125,388.00	125,388.00	77,888.00	14,000.00	0.00	47,500.00	62.1
5330 SPECIAL DEPARTMENTAL SUPPLIES	15,000.00	15,000.00	2,189.29	189.29	0.00	12,810.71	14.6
MARKETING & DEVELOPMENT	140,588.00	140,588.00	80,121.28	14,189.29	0.00	60,466.72	57.0
Dept: 140 ADMIN/FINANCIAL SERVICES							
5101 SALARIES - FULL TIME	99,436.00	99,436.00	86,176.21	7,964.96	0.00	13,259.79	86.7
5103 OVERTIME	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
5108 SPECIALTY PAY 5%	1,365.00	1,365.00	0.00	0.00	0.00	1,365.00	0.0
5111 RETIREMENT	7,964.00	7,964.00	5,909.35	614.20	0.00	2,054.65	74.2
5112 FICA	8,359.00	8,359.00	6,380.68	586.25	0.00	1,978.32	76.3
5114 UNEMPLOYMENT INS.	638.00	638.00	403.81	6.55	0.00	234.19	63.3
5115 HEALTH INSURANCE	11,760.00	11,760.00	6,842.85	763.34	0.00	4,917.15	58.2
5123 WELLNESS PROGRAM	672.00	672.00	523.06	159.97	0.00	148.94	77.8
5124 EDUCATION INCENTIVE	2,800.00	2,800.00	0.00	0.00	0.00	2,800.00	0.0
5250 PUBLICATION/DUES	760.00	760.00	179.00	110.00	0.00	581.00	23.6
5260 TELEPHONE	480.00	480.00	346.05	43.20	0.00	133.95	72.1
5265 TRAINING/EDUCATION	3,525.00	3,525.00	400.00	0.00	0.00	3,125.00	11.3
5270 TRAVEL & MEETINGS	6,450.00	6,450.00	1,988.96	0.00	0.00	4,461.04	30.8
5301 OFFICE SUPPLIES	2,000.00	2,000.00	1,401.87	20.33	0.00	598.13	70.1
5330 SPECIAL DEPARTMENTAL SUPPLIES	300.00	300.00	57.99	0.00	0.00	242.01	19.3
ADMIN/FINANCIAL SERVICES	151,509.00	151,509.00	110,609.83	10,268.80	0.00	40,899.17	73.0
Dept: 141 ACCOUNTING AND REPORTING							
5210 CONTRACT SERVICE	55,000.00	55,000.00	40,907.09	2,160.56	0.00	14,092.91	74.4
5213 STATE MANDATED FEE	250.00	250.00	236.20	200.00	0.00	13.80	94.5
ACCOUNTING AND REPORTING	55,250.00	55,250.00	41,143.29	2,360.56	0.00	14,106.71	74.5
Dept: 143 INFORMATION TECHNOLOGY SERVICE							
5101 SALARIES - FULL TIME	58,904.00	58,904.00	43,278.04	4,370.56	0.00	15,625.96	73.5
5111 RETIREMENT	4,170.00	4,170.00	2,864.14	305.28	0.00	1,305.86	68.7
5112 FICA	4,582.00	4,582.00	3,172.79	340.48	0.00	1,409.21	69.2
5114 UNEMPLOYMENT INS.	182.00	182.00	104.10	0.00	0.00	77.90	57.2
5115 HEALTH INSURANCE	3,360.00	3,360.00	2,240.00	280.00	0.00	1,120.00	66.7
5123 WELLNESS PROGRAM	192.00	192.00	320.00	80.00	0.00	-128.00	166.7
5124 EDUCATION INCENTIVE	800.00	800.00	0.00	0.00	0.00	800.00	0.0
5210 CONTRACT SERVICE	18,800.00	18,800.00	13,937.90	1,556.72	0.00	4,862.10	74.1
5241 MAINTENANCE OF EQUIPMENT	1,000.00	1,000.00	32.00	8.00	0.00	968.00	3.2
5242 VEHICLE FUEL	500.00	500.00	72.11	0.00	0.00	427.89	14.4
5250 PUBLICATION/DUES	208,495.00	208,495.00	117,187.46	2,147.18	0.00	91,307.54	56.2
5260 TELEPHONE	960.00	960.00	588.34	81.21	0.00	371.66	61.3
5265 TRAINING/EDUCATION	5,000.00	5,000.00	4,040.10	0.00	0.00	959.90	80.8
5270 TRAVEL & MEETINGS	1,000.00	1,000.00	35.00	0.00	0.00	965.00	3.5
5282 FIBER OPTIC	16,538.00	16,538.00	15,750.00	0.00	0.00	788.00	95.2
5301 OFFICE SUPPLIES	1,500.00	1,500.00	602.66	0.00	0.00	897.34	40.2
5310 SAFETY/EQUIPMENT/CLOTHING	250.00	250.00	0.00	0.00	0.00	250.00	0.0
5330 SPECIAL DEPARTMENTAL SUPPLIES	80,000.00	80,000.00	26,556.76	2,041.08	0.00	53,443.24	33.2
5442 EQUIPMENT - OTHER	29,698.00	29,698.00	37,590.99	0.00	0.00	-7,892.99	126.6
INFORMATION TECHNOLOGY SERVICE	435,931.00	435,931.00	268,372.39	11,210.51	0.00	167,558.61	61.6
Dept: 150 HUMAN RESOURCES MANAGEMENT							
5101 SALARIES - FULL TIME	39,475.00	39,475.00	42,005.28	4,221.12	0.00	-2,530.28	106.4
5108 SPECIALTY PAY 5%	780.00	780.00	0.00	0.00	0.00	780.00	0.0
5111 RETIREMENT	3,350.00	3,350.00	2,868.84	341.12	0.00	481.16	85.6
5112 FICA	3,194.00	3,194.00	3,151.72	315.98	0.00	42.28	98.7
5114 UNEMPLOYMENT INS.	273.00	273.00	147.04	0.00	0.00	125.96	53.9
5115 HEALTH INSURANCE	5,040.00	5,040.00	2,018.79	227.09	0.00	3,021.21	40.1
5123 WELLNESS PROGRAM	288.00	288.00	0.00	0.00	0.00	288.00	0.0
5124 EDUCATION INCENTIVE	1,200.00	1,200.00	0.00	0.00	0.00	1,200.00	0.0
5210 CONTRACT SERVICE	1,350.00	1,350.00	6,123.51	57.00	0.00	-4,773.51	453.6
5250 PUBLICATION/DUES	600.00	600.00	664.81	219.00	0.00	-64.81	110.8

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City of Imperial

For the Period: 7/1/2019 to 3/31/2020

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 01 - GENERAL FUND							
Expenditures							
Dept: 150 HUMAN RESOURCES MANAGEMENT							
5260 TELEPHONE	480.00	480.00	380.92	43.20	0.00	99.08	79.4
5262 TESTING SERVICES	6,875.00	6,875.00	9,440.75	1,709.65	0.00	-2,565.75	137.3
5265 TRAINING/EDUCATION	2,450.00	2,450.00	623.00	0.00	0.00	1,827.00	25.4
5270 TRAVEL & MEETINGS	3,950.00	3,950.00	2,471.71	0.00	0.00	1,478.29	62.6
5301 OFFICE SUPPLIES	1,750.00	1,750.00	470.24	0.00	0.00	1,279.76	26.9
5330 SPECIAL DEPARTMENTAL SUPPLIES	10,000.00	10,000.00	8,966.55	49.41	0.00	1,033.45	89.7
HUMAN RESOURCES MANAGEMENT	81,055.00	81,055.00	79,333.16	7,183.57	0.00	1,721.84	97.9
Dept: 151 EMPLOYEE BENEFITS							
5113 WORKER'S COMP	150,000.00	150,000.00	0.00	0.00	0.00	150,000.00	0.0
5210 CONTRACT SERVICE	18,000.00	18,000.00	0.00	0.00	0.00	18,000.00	0.0
5230 GENERAL LIABILITY INSURANCE	372,700.00	372,700.00	0.00	0.00	0.00	372,700.00	0.0
5270 TRAVEL & MEETINGS	1,100.00	1,100.00	0.00	0.00	0.00	1,100.00	0.0
5330 SPECIAL DEPARTMENTAL SUPPLIES	500.00	500.00	0.00	0.00	0.00	500.00	0.0
EMPLOYEE BENEFITS	542,300.00	542,300.00	0.00	0.00	0.00	542,300.00	0.0
Dept: 190 GENERAL SERVICES							
5201 ADVERTISING (INCL LEGAL)	10,000.00	10,000.00	4,083.69	397.60	0.00	5,916.31	40.8
5210 CONTRACT SERVICE	48,500.00	48,500.00	18,829.55	1,600.28	0.00	29,670.45	38.8
5241 MAINTENANCE OF EQUIPMENT	800.00	800.00	284.31	0.00	0.00	515.69	35.5
5242 VEHICLE FUEL	300.00	300.00	171.45	0.00	0.00	128.55	57.2
5250 PUBLICATION/DUES	8,900.00	8,900.00	3,582.33	0.00	0.00	5,317.67	40.3
5260 TELEPHONE	8,000.00	8,000.00	9,235.35	22.28	0.00	-1,235.35	115.4
5280 UTILITIES - ELECTRIC	35,000.00	35,000.00	21,022.03	1,669.79	0.00	13,977.97	60.1
5281 UTILITIES - GAS	400.00	400.00	248.00	56.67	0.00	152.00	62.0
5301 OFFICE SUPPLIES	7,500.00	7,500.00	3,355.06	903.41	0.00	4,144.94	44.7
5303 BANK CHARGES	10,000.00	10,000.00	8,562.45	801.53	0.00	1,437.55	85.6
5305 POSTAGE/FREIGHT	9,000.00	9,000.00	9,146.11	1,012.75	0.00	-146.11	101.6
5330 SPECIAL DEPARTMENTAL SUPPLIES	500.00	500.00	926.93	77.77	0.00	-426.93	185.4
5442 EQUIPMENT - OTHER	8,000.00	8,000.00	6,131.77	379.89	0.00	1,868.23	76.6
5540 PROPERTY TAXES	1,600.00	1,600.00	0.00	0.00	0.00	1,600.00	0.0
GENERAL SERVICES	148,500.00	148,500.00	85,579.03	6,921.97	0.00	62,920.97	57.6
Dept: 210 POLICE MANAGEMENT SERVICES							
5101 SALARIES - FULL TIME	511,237.00	511,237.00	391,936.54	37,567.78	0.00	119,300.46	76.7
5103 OVERTIME	8,000.00	8,000.00	36,816.29	4,398.17	0.00	-28,816.29	460.2
5104 COURT/TRAVEL/STANDBY	8,070.00	8,070.00	3,519.48	825.48	0.00	4,550.52	43.6
5105 CERTIFICATE PAY	38,200.00	38,200.00	22,789.28	2,289.84	0.00	15,410.72	59.7
5107 SHIFT DIFFERENTIAL	7,800.00	7,800.00	3,904.80	450.00	0.00	3,895.20	50.1
5111 RETIREMENT	91,565.00	91,565.00	65,549.45	6,490.87	0.00	26,015.55	71.6
5112 FICA	44,806.00	44,806.00	33,718.13	3,328.14	0.00	11,087.87	75.3
5114 UNEMPLOYMENT INS.	2,275.00	2,275.00	1,283.71	0.00	0.00	991.29	56.4
5115 HEALTH INSURANCE	42,000.00	42,000.00	28,447.31	3,177.06	0.00	13,552.69	67.7
5123 WELLNESS PROGRAM	2,400.00	2,400.00	0.00	0.00	0.00	2,400.00	0.0
5124 EDUCATION INCENTIVE	10,000.00	10,000.00	500.00	0.00	0.00	9,500.00	5.0
5210 CONTRACT SERVICE	0.00	0.00	350.00	0.00	0.00	-350.00	0.0
5250 PUBLICATION/DUES	1,262.00	1,262.00	553.00	0.00	0.00	709.00	43.8
5265 TRAINING/EDUCATION	2,530.00	2,530.00	2,818.00	585.00	0.00	-288.00	111.4
5270 TRAVEL & MEETINGS	6,123.00	6,123.00	3,205.88	599.60	0.00	2,917.12	52.4
5310 SAFETY/EQUIPMENT/CLOTHING	6,000.00	6,000.00	4,000.67	0.00	0.00	1,999.33	66.7
5442 EQUIPMENT - OTHER	0.00	0.00	109.70	109.70	0.00	-109.70	0.0
POLICE MANAGEMENT SERVICES	782,268.00	782,268.00	599,502.24	59,821.64	0.00	182,765.76	76.6
Dept: 211 POLICE FIELD SERVICES							
5101 SALARIES - FULL TIME	934,049.00	934,049.00	666,867.25	58,570.40	0.00	267,181.75	71.4
5103 OVERTIME	75,000.00	75,000.00	140,777.19	16,384.87	0.00	-65,777.19	187.7
5104 COURT/TRAVEL/STANDBY	26,692.00	26,692.00	18,219.37	1,479.84	0.00	8,472.63	68.3
5105 CERTIFICATE PAY	69,808.00	69,808.00	37,814.66	3,612.04	0.00	31,993.34	54.2
5107 SHIFT DIFFERENTIAL	15,600.00	15,600.00	12,739.04	1,050.00	0.00	2,860.96	81.7
5108 SPECIALTY PAY 5%	28,718.00	28,718.00	8,818.05	978.36	0.00	19,899.95	30.7

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City of Imperial

For the Period: 7/1/2019 to 3/31/2020

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 01 - GENERAL FUND							
Expenditures							
Dept: 211 POLICE FIELD SERVICES							
5111 RETIREMENT	169,116.00	169,116.00	108,274.57	10,015.04	0.00	60,841.43	64.0
5112 FICA	90,431.00	90,431.00	72,156.35	6,737.55	0.00	18,274.65	79.8
5114 UNEMPLOYMENT INS.	5,915.00	5,915.00	4,845.86	142.49	0.00	1,069.14	81.9
5115 HEALTH INSURANCE	109,200.00	109,200.00	65,096.37	6,641.47	0.00	44,103.63	59.6
5123 WELLNESS PROGRAM	6,240.00	6,240.00	0.00	0.00	0.00	6,240.00	0.0
5124 EDUCATION INCENTIVE	26,000.00	26,000.00	0.00	0.00	0.00	26,000.00	0.0
5241 MAINTENANCE OF EQUIPMENT	34,350.00	34,350.00	29,344.34	1,750.64	0.00	5,005.66	85.4
5242 VEHICLE FUEL	40,000.00	40,000.00	31,903.22	3,655.40	0.00	8,096.78	79.8
5262 TESTING SERVICES	6,000.00	6,000.00	1,700.00	1,583.00	0.00	4,300.00	28.3
5265 TRAINING/EDUCATION	4,416.00	4,416.00	948.00	195.00	0.00	3,468.00	21.5
5270 TRAVEL & MEETINGS	6,691.00	6,691.00	438.55	193.30	0.00	6,252.45	6.6
5271 TRAVEL & MEETINGS - POST	0.00	0.00	396.00	0.00	0.00	-396.00	0.0
5301 OFFICE SUPPLIES	2,500.00	2,500.00	736.75	203.92	0.00	1,763.25	29.5
5310 SAFETY/EQUIPMENT/CLOTHING	15,600.00	15,600.00	13,625.00	1,001.78	0.00	1,975.00	87.3
5321 ARMORY/SUPPLIES	3,000.00	3,000.00	1,103.67	0.00	0.00	1,896.33	36.8
5442 EQUIPMENT - OTHER	1,800.00	1,800.00	1,382.63	0.00	0.00	417.37	76.8
POLICE FIELD SERVICES	1,671,126.00	1,671,126.00	1,217,186.87	114,195.10	0.00	453,939.13	72.8
Dept: 213 COMMUNICATIONS							
5210 CONTRACT SERVICE	314,500.00	314,500.00	235,845.14	1,539.00	0.00	78,654.86	75.0
5260 TELEPHONE	17,760.00	17,760.00	14,336.00	1,766.87	0.00	3,424.00	80.7
5280 UTILITIES - ELECTRIC	1,000.00	1,000.00	283.40	283.40	0.00	716.60	28.3
COMMUNICATIONS	333,260.00	333,260.00	250,464.54	3,589.27	0.00	82,795.46	75.2
Dept: 214 POLICE SPECIAL PROGRAM SERVICE							
5330 SPECIAL DEPARTMENTAL SUPPLIES	1,000.00	1,000.00	909.14	0.00	0.00	90.86	90.9
POLICE SPECIAL PROGRAM SERVICE	1,000.00	1,000.00	909.14	0.00	0.00	90.86	90.9
Dept: 215 POLICE RECORDS							
5101 SALARIES - FULL TIME	153,437.00	153,437.00	114,574.32	11,200.00	0.00	38,862.68	74.7
5103 OVERTIME	1,000.00	1,000.00	347.16	0.00	0.00	652.84	34.7
5108 SPECIALTY PAY 5%	3,900.00	3,900.00	0.00	0.00	0.00	3,900.00	0.0
5111 RETIREMENT	12,694.00	12,694.00	8,641.96	868.18	0.00	4,052.04	68.1
5112 FICA	12,682.00	12,682.00	8,790.80	844.96	0.00	3,891.20	69.3
5114 UNEMPLOYMENT INS.	1,365.00	1,365.00	802.86	0.00	0.00	562.14	58.8
5115 HEALTH INSURANCE	25,200.00	25,200.00	15,681.89	1,759.33	0.00	9,518.11	62.2
5123 WELLNESS PROGRAM	1,440.00	1,440.00	0.00	0.00	0.00	1,440.00	0.0
5124 EDUCATION INCENTIVE	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.0
5265 TRAINING/EDUCATION	495.00	495.00	245.00	0.00	0.00	250.00	49.5
5270 TRAVEL & MEETINGS	810.00	810.00	102.75	0.00	0.00	707.25	12.7
5301 OFFICE SUPPLIES	800.00	800.00	364.62	0.00	0.00	435.38	45.6
POLICE RECORDS	219,823.00	219,823.00	149,551.36	14,672.47	0.00	70,271.64	68.0
Dept: 216 K-9 SERVICES							
5210 CONTRACT SERVICE	600.00	600.00	177.70	0.00	0.00	422.30	29.6
5270 TRAVEL & MEETINGS	0.00	0.00	28.00	0.00	0.00	-28.00	0.0
5330 SPECIAL DEPARTMENTAL SUPPLIES	500.00	500.00	1,115.53	169.28	0.00	-615.53	223.1
K-9 SERVICES	1,100.00	1,100.00	1,321.23	169.28	0.00	-221.23	120.1
Dept: 220 FIRE							
5210 CONTRACT SERVICE	1,048,341.00	1,048,341.00	730,732.44	85,046.71	0.00	317,608.56	69.7
FIRE	1,048,341.00	1,048,341.00	730,732.44	85,046.71	0.00	317,608.56	69.7
Dept: 230 ANIMAL CONTROL							
5101 SALARIES - FULL TIME	48,601.00	48,601.00	36,670.74	3,568.00	0.00	11,930.26	75.5
5103 OVERTIME	1,000.00	1,000.00	880.22	0.00	0.00	119.78	88.0
5108 SPECIALTY PAY 5%	1,300.00	1,300.00	93.28	0.00	0.00	1,206.72	7.2
5111 RETIREMENT	4,194.00	4,194.00	2,941.15	288.34	0.00	1,252.85	70.1
5112 FICA	4,083.00	4,083.00	2,841.29	269.30	0.00	1,241.71	69.6
5114 UNEMPLOYMENT INS.	455.00	455.00	250.95	0.00	0.00	204.05	55.2

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City of Imperial

For the Period: 7/1/2019 to 3/31/2020

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 01 - GENERAL FUND							
Expenditures							
Dept: 230 ANIMAL CONTROL							
5115 HEALTH INSURANCE	8,400.00	8,400.00	6,427.28	700.00	0.00	1,972.72	76.5
5123 WELLNESS PROGRAM	480.00	480.00	0.00	0.00	0.00	480.00	0.0
5124 EDUCATION INCENTIVE	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
5210 CONTRACT SERVICE	9,000.00	9,000.00	2,654.70	522.70	0.00	6,345.30	29.5
5241 MAINTENANCE OF EQUIPMENT	750.00	750.00	210.97	0.00	0.00	539.03	28.1
5242 VEHICLE FUEL	1,300.00	1,300.00	1,632.19	255.46	0.00	-332.19	125.6
5301 OFFICE SUPPLIES	300.00	300.00	185.15	0.00	0.00	114.85	61.7
5310 SAFETY/EQUIPMENT/CLOTHING	300.00	300.00	248.91	0.00	0.00	51.09	83.0
5330 SPECIAL DEPARTMENTAL SUPPLIES	0.00	0.00	1,271.60	0.00	0.00	-1,271.60	0.0
ANIMAL CONTROL	82,163.00	82,163.00	56,308.43	5,603.80	0.00	25,854.57	68.5
Dept: 300 PUBLIC SERVICES MANAGEMENT							
5101 SALARIES - FULL TIME	56,628.00	56,628.00	51,021.70	7,074.76	0.00	5,606.30	90.1
5111 RETIREMENT	4,683.00	4,683.00	3,696.43	374.32	0.00	986.57	78.9
5112 FICA	4,456.00	4,456.00	3,605.70	507.90	0.00	850.30	80.9
5114 UNEMPLOYMENT INS.	296.00	296.00	159.61	0.00	0.00	136.39	53.9
5115 HEALTH INSURANCE	5,460.00	5,460.00	2,261.56	261.14	0.00	3,198.44	41.4
5123 WELLNESS PROGRAM	317.00	317.00	0.00	0.00	0.00	317.00	0.0
5124 EDUCATION INCENTIVE	1,320.00	1,320.00	0.00	0.00	0.00	1,320.00	0.0
PUBLIC SERVICES MANAGEMENT	73,160.00	73,160.00	60,745.00	8,218.12	0.00	12,415.00	83.0
Dept: 310 ENGINEERING							
5101 SALARIES - FULL TIME	102,671.00	102,671.00	73,296.00	7,329.60	0.00	29,375.00	71.4
5105 CERTIFICATE PAY	1,300.00	1,300.00	0.00	0.00	0.00	1,300.00	0.0
5111 RETIREMENT	8,547.00	8,547.00	5,890.24	592.30	0.00	2,656.76	68.9
5112 FICA	8,124.00	8,124.00	5,607.00	560.70	0.00	2,517.00	69.0
5114 UNEMPLOYMENT INS.	410.00	410.00	233.10	0.00	0.00	176.90	56.9
5115 HEALTH INSURANCE	7,560.00	7,560.00	4,320.00	540.00	0.00	3,240.00	57.1
5123 WELLNESS PROGRAM	432.00	432.00	0.00	0.00	0.00	432.00	0.0
5124 EDUCATION INCENTIVE	1,800.00	1,800.00	0.00	0.00	0.00	1,800.00	0.0
5210 CONTRACT SERVICE	3,500.00	3,500.00	0.00	0.00	0.00	3,500.00	0.0
5241 MAINTENANCE OF EQUIPMENT	800.00	800.00	1,213.65	99.46	0.00	-413.65	151.7
5242 VEHICLE FUEL	1,000.00	1,000.00	911.11	88.64	0.00	88.89	91.1
5250 PUBLICATION/DUES	500.00	500.00	0.00	0.00	0.00	500.00	0.0
5301 OFFICE SUPPLIES	500.00	500.00	241.32	0.00	0.00	258.68	48.3
5310 SAFETY/EQUIPMENT/CLOTHING	300.00	300.00	271.58	0.00	0.00	28.42	90.5
ENGINEERING	137,444.00	137,444.00	91,984.00	9,210.70	0.00	45,460.00	66.9
Dept: 320 STREET MAINTENANCE							
5101 SALARIES - FULL TIME	133,927.00	133,927.00	83,099.98	8,649.59	0.00	50,827.02	62.0
5103 OVERTIME	10,000.00	10,000.00	1,658.75	832.18	0.00	8,341.25	16.6
5104 COURT/TRAVEL/STANDBY	13,870.00	13,870.00	5,892.23	590.19	0.00	7,977.77	42.5
5110 UNIFORM ALLOWANCE	7,000.00	7,000.00	4,755.40	0.00	0.00	2,244.60	67.9
5111 RETIREMENT	9,964.00	9,964.00	5,916.36	598.63	0.00	4,047.64	59.4
5112 FICA	12,721.00	12,721.00	7,075.39	769.26	0.00	5,645.61	55.6
5114 UNEMPLOYMENT INS.	1,547.00	1,547.00	1,037.95	59.49	0.00	509.05	67.1
5115 HEALTH INSURANCE	28,560.00	28,560.00	17,296.41	1,967.03	0.00	11,263.59	60.6
5123 WELLNESS PROGRAM	1,642.00	1,642.00	813.48	52.05	0.00	828.52	49.5
5124 EDUCATION INCENTIVE	6,840.00	6,840.00	0.00	0.00	0.00	6,840.00	0.0
5210 CONTRACT SERVICE	28,500.00	28,500.00	1,306.82	0.00	0.00	27,193.18	4.6
5241 MAINTENANCE OF EQUIPMENT	58,500.00	58,500.00	49,349.56	616.23	0.00	9,150.44	84.4
5242 VEHICLE FUEL	26,000.00	26,000.00	12,681.72	1,906.75	0.00	13,318.28	48.8
5250 PUBLICATION/DUES	6,500.00	6,500.00	4,440.00	0.00	0.00	2,060.00	68.3
5252 RENT OF EQUIPMENT / PROPERTY	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.0
5260 TELEPHONE	2,700.00	2,700.00	3,483.99	428.41	0.00	-783.99	129.0
5265 TRAINING/EDUCATION	10,000.00	10,000.00	4,506.25	398.25	0.00	5,493.75	45.1
5270 TRAVEL & MEETINGS	5,000.00	5,000.00	338.57	0.00	0.00	4,661.43	6.8
5280 UTILITIES - ELECTRIC	120,000.00	120,000.00	98,198.59	10,758.60	0.00	21,801.41	81.8
5310 SAFETY/EQUIPMENT/CLOTHING	5,100.00	5,100.00	2,083.60	0.00	0.00	3,016.40	40.9
5320 SMALL TOOLS	5,100.00	5,100.00	4,809.72	0.00	0.00	290.28	94.3
5330 SPECIAL DEPARTMENTAL SUPPLIES	49,000.00	49,000.00	137,420.25	2,425.39	0.00	-88,420.25	280.4

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City of Imperial

For the Period: 7/1/2019 to 3/31/2020

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 01 - GENERAL FUND							
Expenditures							
Dept: 320 STREET MAINTENANCE							
5442 EQUIPMENT - OTHER	251,500.00	251,500.00	7,387.88	7,387.88	0.00	244,112.12	2.9
STREET MAINTENANCE							
	795,471.00	795,471.00	453,552.90	37,439.93	0.00	341,918.10	57.0
Dept: 325 STORM DRAINS							
5241 MAINTENANCE OF EQUIPMENT	8,000.00	8,000.00	3,075.82	56.31	0.00	4,924.18	38.4
5242 VEHICLE FUEL	1,200.00	1,200.00	0.00	0.00	0.00	1,200.00	0.0
5250 PUBLICATION/DUES	9,500.00	9,500.00	0.00	0.00	0.00	9,500.00	0.0
5252 RENT OF EQUIPMENT / PROPERTY	500.00	500.00	0.00	0.00	0.00	500.00	0.0
5265 TRAINING/EDUCATION	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0
5270 TRAVEL & MEETINGS	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0.0
5280 UTILITIES - ELECTRIC	800.00	800.00	507.01	133.22	0.00	292.99	63.4
5310 SAFETY/EQUIPMENT/CLOTHING	250.00	250.00	0.00	0.00	0.00	250.00	0.0
STORM DRAINS							
	25,750.00	25,750.00	3,582.83	189.53	0.00	22,167.17	13.9
Dept: 330 SANITATION							
5210 CONTRACT SERVICE	1,124,880.00	1,124,880.00	844,583.97	100,025.89	0.00	280,296.03	75.1
5216 RECYCLING/LITTER REDUCTION	300.00	300.00	0.00	0.00	0.00	300.00	0.0
5217 RECYCLING TASK FORCE	34,000.00	34,000.00	35,338.90	0.00	0.00	-1,338.90	103.9
5301 OFFICE SUPPLIES	3,000.00	3,000.00	176.45	16.96	0.00	2,823.55	5.9
SANITATION							
	1,162,180.00	1,162,180.00	880,099.32	100,042.85	0.00	282,080.68	75.7
Dept: 340 SHOP							
5101 SALARIES - FULL TIME	62,983.00	62,983.00	47,630.78	5,788.70	0.00	15,352.22	75.6
5111 RETIREMENT	5,024.00	5,024.00	3,459.23	285.90	0.00	1,564.77	68.9
5112 FICA	5,084.00	5,084.00	3,624.77	440.36	0.00	1,459.23	71.3
5114 UNEMPLOYMENT INS.	637.00	637.00	355.38	0.31	0.00	281.62	55.8
5115 HEALTH INSURANCE	11,760.00	11,760.00	8,587.02	980.00	0.00	3,172.98	73.0
5123 WELLNESS PROGRAM	672.00	672.00	0.00	0.00	0.00	672.00	0.0
5124 EDUCATION INCENTIVE	2,800.00	2,800.00	0.00	0.00	0.00	2,800.00	0.0
5210 CONTRACT SERVICE	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
5240 M & O IMPROVEMENTS	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.0
5241 MAINTENANCE OF EQUIPMENT	3,000.00	3,000.00	8,406.06	387.58	0.00	-5,406.06	280.2
5250 PUBLICATION/DUES	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
5252 RENT OF EQUIPMENT / PROPERTY	500.00	500.00	0.00	0.00	0.00	500.00	0.0
5302 CUSTODIAL SUPPLIES	250.00	250.00	0.00	0.00	0.00	250.00	0.0
5310 SAFETY/EQUIPMENT/CLOTHING	500.00	500.00	417.88	0.00	0.00	82.12	83.6
5320 SMALL TOOLS	5,000.00	5,000.00	3,300.84	427.04	0.00	1,699.16	66.0
5330 SPECIAL DEPARTMENTAL SUPPLIES	500.00	500.00	24.68	24.68	0.00	475.32	4.9
SHOP							
	110,210.00	110,210.00	75,806.64	8,334.57	0.00	34,403.36	68.8
Dept: 345 BUILDINGS & GROUNDS							
5101 SALARIES - FULL TIME	79,365.00	79,365.00	42,108.10	5,613.44	0.00	37,256.90	53.1
5103 OVERTIME	0.00	0.00	167.52	0.00	0.00	-167.52	0.0
5111 RETIREMENT	5,739.00	5,739.00	3,000.46	392.11	0.00	2,738.54	52.3
5112 FICA	6,375.00	6,375.00	3,226.06	411.06	0.00	3,148.94	50.6
5114 UNEMPLOYMENT INS.	728.00	728.00	512.37	0.00	0.00	215.63	70.4
5115 HEALTH INSURANCE	13,440.00	13,440.00	7,676.30	1,000.00	0.00	5,763.70	57.1
5123 WELLNESS PROGRAM	768.00	768.00	0.00	0.00	0.00	768.00	0.0
5124 EDUCATION INCENTIVE	3,200.00	3,200.00	0.00	0.00	0.00	3,200.00	0.0
5210 CONTRACT SERVICE	3,000.00	3,000.00	37,635.00	0.00	0.00	-34,635.00	1254.5
5240 M & O IMPROVEMENTS	3,750.00	3,750.00	3,960.32	175.00	0.00	-210.32	105.6
5241 MAINTENANCE OF EQUIPMENT	18,000.00	18,000.00	14,382.44	918.34	0.00	3,617.56	79.9
5250 PUBLICATION/DUES	200.00	200.00	121.00	0.00	0.00	79.00	60.5
5252 RENT OF EQUIPMENT / PROPERTY	500.00	500.00	0.00	0.00	0.00	500.00	0.0
5302 CUSTODIAL SUPPLIES	4,000.00	4,000.00	4,516.08	607.31	0.00	-516.08	112.9
5310 SAFETY/EQUIPMENT/CLOTHING	300.00	300.00	340.60	0.00	0.00	-40.60	113.5
5320 SMALL TOOLS	500.00	500.00	472.52	0.00	0.00	27.48	94.5
5330 SPECIAL DEPARTMENTAL SUPPLIES	6,000.00	6,000.00	2,342.80	0.00	0.00	3,657.20	39.0
BUILDINGS & GROUNDS							
	145,865.00	145,865.00	120,461.57	9,117.26	0.00	25,403.43	82.6

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City of Imperial

For the Period: 7/1/2019 to 3/31/2020

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 01 - GENERAL FUND							
Expenditures							
Dept: 350 COMMUNITY DEVELOPMENT							
5101 SALARIES - FULL TIME	282,341.00	282,341.00	212,876.87	23,208.80	0.00	69,464.13	75.4
5102 SALARIES - PART TIME	4,500.00	4,500.00	1,800.00	400.00	0.00	2,700.00	40.0
5103 OVERTIME	500.00	500.00	0.00	0.00	0.00	500.00	0.0
5105 CERTIFICATE PAY	0.00	0.00	500.00	50.00	0.00	-500.00	0.0
5108 SPECIALTY PAY 5%	1,040.00	1,040.00	0.00	0.00	0.00	1,040.00	0.0
5111 RETIREMENT	22,712.00	22,712.00	16,646.15	1,707.64	0.00	6,065.85	73.3
5112 FICA	22,781.00	22,781.00	16,391.44	1,775.40	0.00	6,389.56	72.0
5114 UNEMPLOYMENT INS.	2,022.00	2,022.00	1,145.64	14.80	0.00	876.36	56.7
5115 HEALTH INSURANCE	31,920.00	31,920.00	19,989.68	2,287.74	0.00	11,930.32	62.6
5123 WELLNESS PROGRAM	1,824.00	1,824.00	726.22	39.99	0.00	1,097.78	39.8
5124 EDUCATION INCENTIVE	7,600.00	7,600.00	0.00	0.00	0.00	7,600.00	0.0
5210 CONTRACT SERVICE	25,000.00	25,000.00	6.81	0.00	0.00	24,993.19	0.0
5221 FEE REFUNDS	0.00	0.00	1,963.65	0.00	0.00	-1,963.65	0.0
5241 MAINTENANCE OF EQUIPMENT	500.00	500.00	436.56	0.00	0.00	63.44	87.3
5242 VEHICLE FUEL	250.00	250.00	45.11	0.00	0.00	204.89	18.0
5250 PUBLICATION/DUES	350.00	350.00	701.70	217.70	0.00	-351.70	200.5
5260 TELEPHONE	2,400.00	2,400.00	2,790.88	441.83	0.00	-390.88	116.3
5265 TRAINING/EDUCATION	5,555.00	5,555.00	2,185.00	85.00	0.00	3,370.00	39.3
5270 TRAVEL & MEETINGS	4,700.00	4,700.00	1,815.13	0.00	0.00	2,884.87	38.6
5301 OFFICE SUPPLIES	1,500.00	1,500.00	1,578.58	158.71	0.00	-78.58	105.2
5310 SAFETY/EQUIPMENT/CLOTHING	350.00	350.00	272.62	0.00	0.00	77.38	77.9
5330 SPECIAL DEPARTMENTAL SUPPLIES	0.00	0.00	460.56	0.00	0.00	-460.56	0.0
5442 EQUIPMENT - OTHER	1,800.00	1,800.00	1,826.87	318.87	0.00	-26.87	101.5
COMMUNITY DEVELOPMENT	419,645.00	419,645.00	284,159.47	30,706.48	0.00	135,485.53	67.7
Dept: 360 BUILDING & SAFETY							
5101 SALARIES - FULL TIME	114,289.00	114,289.00	83,699.20	8,369.92	0.00	30,589.80	73.2
5105 CERTIFICATE PAY	1,300.00	1,300.00	500.00	50.00	0.00	800.00	38.5
5108 SPECIALTY PAY 5%	2,340.00	2,340.00	0.00	0.00	0.00	2,340.00	0.0
5111 RETIREMENT	8,486.00	8,486.00	5,869.27	588.12	0.00	2,616.73	69.2
5112 FICA	9,363.00	9,363.00	6,438.65	641.60	0.00	2,924.35	68.8
5114 UNEMPLOYMENT INS.	865.00	865.00	492.07	0.00	0.00	372.93	56.9
5115 HEALTH INSURANCE	15,960.00	15,960.00	9,503.83	1,023.83	0.00	6,456.17	59.5
5123 WELLNESS PROGRAM	865.00	865.00	0.00	0.00	0.00	865.00	0.0
5124 EDUCATION INCENTIVE	3,600.00	3,600.00	0.00	0.00	0.00	3,600.00	0.0
5213 STATE MANDATED FEE	5,400.00	5,400.00	4,955.31	0.00	0.00	444.69	91.8
5241 MAINTENANCE OF EQUIPMENT	1,500.00	1,500.00	2,807.62	43.09	0.00	-1,307.62	187.2
5242 VEHICLE FUEL	1,500.00	1,500.00	1,856.04	256.44	0.00	-356.04	123.7
5250 PUBLICATION/DUES	1,650.00	1,650.00	1,361.28	0.00	0.00	288.72	82.5
5265 TRAINING/EDUCATION	4,350.00	4,350.00	950.00	0.00	0.00	3,400.00	21.8
5270 TRAVEL & MEETINGS	4,800.00	4,800.00	363.00	0.00	0.00	4,437.00	7.6
5301 OFFICE SUPPLIES	500.00	500.00	383.22	5.59	0.00	116.78	76.6
5310 SAFETY/EQUIPMENT/CLOTHING	600.00	600.00	522.63	0.00	0.00	77.37	87.1
BUILDING & SAFETY	177,368.00	177,368.00	119,702.12	10,978.59	0.00	57,665.88	67.5
Dept: 410 LIBRARY SERVICES							
5101 SALARIES - FULL TIME	60,079.00	60,079.00	35,128.51	5,223.62	0.00	24,950.49	58.5
5102 SALARIES - PART TIME	67,575.00	67,575.00	53,630.30	4,245.29	0.00	13,944.70	79.4
5103 OVERTIME	0.00	0.00	174.11	0.00	0.00	-174.11	0.0
5111 RETIREMENT	7,227.00	7,227.00	3,396.01	579.10	0.00	3,830.99	47.0
5112 FICA	9,955.00	9,955.00	6,788.73	719.77	0.00	3,166.27	68.2
5114 UNEMPLOYMENT INS.	2,730.00	2,730.00	896.91	350.34	0.00	1,833.09	32.9
5115 HEALTH INSURANCE	8,400.00	8,400.00	2,800.00	700.00	0.00	5,600.00	33.3
5123 WELLNESS PROGRAM	480.00	480.00	0.00	0.00	0.00	480.00	0.0
5124 EDUCATION INCENTIVE	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
5210 CONTRACT SERVICE	3,500.00	3,500.00	830.65	-167.27	0.00	2,669.35	23.7
5222 LITERACY SERVICES	18,000.00	18,000.00	1,819.21	0.00	0.00	16,180.79	10.1
5250 PUBLICATION/DUES	2,650.00	2,650.00	1,378.39	163.08	0.00	1,271.61	52.0
5265 TRAINING/EDUCATION	1,550.00	1,550.00	917.15	0.00	0.00	632.85	59.2
5270 TRAVEL & MEETINGS	2,000.00	2,000.00	1,784.34	306.59	0.00	215.66	89.2
5280 UTILITIES - ELECTRIC	11,000.00	11,000.00	8,479.41	665.19	0.00	2,520.59	77.1

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City of Imperial

For the Period: 7/1/2019 to 3/31/2020

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 01 - GENERAL FUND							
Expenditures							
Dept: 410 LIBRARY SERVICES							
5301 OFFICE SUPPLIES	1,500.00	1,500.00	511.19	0.00	0.00	988.81	34.1
5310 SAFETY/EQUIPMENT/CLOTHING	500.00	500.00	546.35	0.00	0.00	-46.35	109.3
5330 SPECIAL DEPARTMENTAL SUPPLIES	9,500.00	9,500.00	8,916.37	4,962.25	0.00	583.63	93.9
5442 EQUIPMENT - OTHER	2,400.00	2,400.00	1,466.23	109.70	0.00	933.77	61.1
5444 LIBRARY BOOKS	8,500.00	8,500.00	3,452.67	376.12	0.00	5,047.33	40.6
LIBRARY SERVICES	219,546.00	219,546.00	132,916.53	18,233.78	0.00	86,629.47	60.5
Dept: 415 COMMUNITY SERVICES MANAGEMENT							
5101 SALARIES - FULL TIME	129,297.00	129,297.00	92,080.00	9,208.00	0.00	37,217.00	71.2
5111 RETIREMENT	10,528.00	10,528.00	7,399.84	744.10	0.00	3,128.16	70.3
5112 FICA	10,081.00	10,081.00	6,897.86	688.16	0.00	3,183.14	68.4
5114 UNEMPLOYMENT INS.	455.00	455.00	248.22	0.00	0.00	206.78	54.6
5115 HEALTH INSURANCE	8,400.00	8,400.00	3,450.15	383.35	0.00	4,949.85	41.1
5123 WELLNESS PROGRAM	480.00	480.00	0.00	0.00	0.00	480.00	0.0
5124 EDUCATION INCENTIVE	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
5241 MAINTENANCE OF EQUIPMENT	500.00	500.00	0.00	0.00	0.00	500.00	0.0
5242 VEHICLE FUEL	800.00	800.00	118.88	0.00	0.00	681.12	14.9
5250 PUBLICATION/DUES	1,850.00	1,850.00	1,870.00	675.00	0.00	-20.00	101.1
5260 TELEPHONE	3,840.00	3,840.00	2,307.95	259.20	0.00	1,532.05	60.1
5265 TRAINING/EDUCATION	1,250.00	1,250.00	1,685.00	195.00	0.00	-435.00	134.8
5270 TRAVEL & MEETINGS	5,400.00	5,400.00	4,840.19	469.95	0.00	559.81	89.6
5301 OFFICE SUPPLIES	500.00	500.00	143.57	25.18	0.00	356.43	28.7
5310 SAFETY/EQUIPMENT/CLOTHING	100.00	100.00	190.95	0.00	0.00	-90.95	191.0
5330 SPECIAL DEPARTMENTAL SUPPLIES	0.00	0.00	608.01	0.00	0.00	-608.01	0.0
5442 EQUIPMENT - OTHER	0.00	0.00	1,119.73	109.70	0.00	-1,119.73	0.0
COMMUNITY SERVICES MANAGEMENT	175,481.00	175,481.00	122,960.35	12,757.64	0.00	52,520.65	70.1
Dept: 420 PARKS MAINTENANCE SERVICES							
5101 SALARIES - FULL TIME	189,366.00	189,366.00	135,228.46	13,852.80	0.00	54,137.54	71.4
5103 OVERTIME	8,000.00	8,000.00	8,854.93	811.49	0.00	-854.93	110.7
5104 COURT/TRAVEL/STANDBY	9,855.00	9,855.00	5,375.13	572.18	0.00	4,479.87	54.5
5108 SPECIALTY PAY 5%	1,300.00	1,300.00	921.60	230.40	0.00	378.40	70.9
5110 UNIFORM ALLOWANCE	5,400.00	5,400.00	3,075.32	0.00	0.00	2,324.68	57.0
5111 RETIREMENT	15,244.00	15,244.00	10,484.15	1,060.34	0.00	4,759.85	68.8
5112 FICA	16,711.00	16,711.00	11,389.90	1,149.17	0.00	5,321.10	68.2
5114 UNEMPLOYMENT INS.	1,820.00	1,820.00	1,115.82	0.00	0.00	704.18	61.3
5115 HEALTH INSURANCE	33,600.00	33,600.00	24,845.46	2,800.00	0.00	8,754.54	73.9
5123 WELLNESS PROGRAM	1,920.00	1,920.00	0.00	0.00	0.00	1,920.00	0.0
5124 EDUCATION INCENTIVE	8,000.00	8,000.00	0.00	0.00	0.00	8,000.00	0.0
5210 CONTRACT SERVICE	105,700.00	105,700.00	44,315.51	4,975.00	0.00	61,384.49	41.9
5211 PROGRAMS (BF, RDA, ETC)	0.00	0.00	980.00	0.00	0.00	-980.00	0.0
5221 FEE REFUNDS	0.00	0.00	580.00	420.00	0.00	-580.00	0.0
5240 M & O IMPROVEMENTS	6,000.00	6,000.00	4,050.00	450.00	0.00	1,950.00	67.5
5241 MAINTENANCE OF EQUIPMENT	50,000.00	50,000.00	56,597.08	179.08	0.00	-6,597.08	113.2
5242 VEHICLE FUEL	10,000.00	10,000.00	5,180.50	719.35	0.00	4,819.50	51.8
5250 PUBLICATION/DUES	800.00	800.00	647.20	150.00	0.00	152.80	80.9
5252 RENT OF EQUIPMENT / PROPERTY	800.00	800.00	354.02	45.00	0.00	445.98	44.3
5263 CHEMICALS	500.00	500.00	0.00	0.00	0.00	500.00	0.0
5265 TRAINING/EDUCATION	1,450.00	1,450.00	910.00	535.00	0.00	540.00	62.8
5270 TRAVEL & MEETINGS	2,000.00	2,000.00	501.04	-319.50	0.00	1,498.96	25.1
5280 UTILITIES - ELECTRIC	25,000.00	25,000.00	13,257.45	2,206.97	0.00	11,742.55	53.0
5301 OFFICE SUPPLIES	300.00	300.00	320.31	320.31	0.00	-20.31	106.8
5302 CUSTODIAL SUPPLIES	7,000.00	7,000.00	3,753.51	172.40	0.00	3,246.49	53.6
5310 SAFETY/EQUIPMENT/CLOTHING	1,800.00	1,800.00	1,022.55	0.00	0.00	777.45	56.8
5320 SMALL TOOLS	4,050.00	4,050.00	2,010.48	31.43	0.00	2,039.52	49.6
5330 SPECIAL DEPARTMENTAL SUPPLIES	5,200.00	5,200.00	6,115.50	0.00	0.00	-915.50	117.6
5350 WATER PURCHASES	0.00	0.00	694.94	0.00	0.00	-694.94	0.0
PARKS MAINTENANCE SERVICES	511,816.00	511,816.00	342,580.86	30,361.42	0.00	169,235.14	66.9
Dept: 421 RECREATIONAL PROGRAMS							
5101 SALARIES - FULL TIME	46,445.00	46,445.00	29,956.16	3,161.60	0.00	16,488.84	64.5

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City of Imperial

For the Period: 7/1/2019 to 3/31/2020

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 01 - GENERAL FUND							
Expenditures							
Dept: 421 RECREATIONAL PROGRAMS							
5102 SALARIES - PART TIME	25,000.00	25,000.00	34,836.93	52.00	0.00	-9,836.93	139.3
5103 OVERTIME	0.00	0.00	1,076.98	0.00	0.00	-1,076.98	0.0
5108 SPECIALTY PAY 5%	1,300.00	1,300.00	0.00	0.00	0.00	1,300.00	0.0
5111 RETIREMENT	3,475.00	3,475.00	2,203.88	220.84	0.00	1,271.12	63.4
5112 FICA	5,754.00	5,754.00	5,225.33	244.73	0.00	528.67	90.8
5114 UNEMPLOYMENT INS.	2,080.00	2,080.00	1,780.83	1.92	0.00	299.17	85.6
5115 HEALTH INSURANCE	8,400.00	8,400.00	6,167.26	662.72	0.00	2,232.74	73.4
5123 WELLNESS PROGRAM	480.00	480.00	0.00	0.00	0.00	480.00	0.0
5124 EDUCATION INCENTIVE	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
5210 CONTRACT SERVICE	3,000.00	3,000.00	2,609.65	0.00	0.00	390.35	87.0
5250 PUBLICATION/DUES	300.00	300.00	358.00	0.00	0.00	-58.00	119.3
5252 RENT OF EQUIPMENT / PROPERTY	41,000.00	41,000.00	41,038.73	0.00	0.00	-38.73	100.1
5265 TRAINING/EDUCATION	895.00	895.00	670.00	670.00	0.00	225.00	74.9
5270 TRAVEL & MEETINGS	2,300.00	2,300.00	1,935.61	0.00	0.00	364.39	84.2
5280 UTILITIES - ELECTRIC	6,000.00	6,000.00	3,326.16	61.83	0.00	2,673.84	55.4
5301 OFFICE SUPPLIES	500.00	500.00	361.33	129.84	0.00	138.67	72.3
5310 SAFETY/EQUIPMENT/CLOTHING	500.00	500.00	522.67	0.00	0.00	-22.67	104.5
5330 SPECIAL DEPARTMENTAL SUPPLIES	7,500.00	7,500.00	1,642.14	0.00	0.00	5,857.86	21.9
RECREATIONAL PROGRAMS	156,929.00	156,929.00	133,711.66	5,205.48	0.00	23,217.34	85.2
Dept: 431 POOL PROGRAMS							
5102 SALARIES - PART TIME	25,000.00	25,000.00	22,158.84	0.00	0.00	2,841.16	88.6
5103 OVERTIME	0.00	0.00	56.06	0.00	0.00	-56.06	0.0
5112 FICA	1,913.00	1,913.00	1,699.44	0.00	0.00	213.56	88.8
5114 UNEMPLOYMENT INS.	1,950.00	1,950.00	1,044.09	0.00	0.00	905.91	53.5
5210 CONTRACT SERVICE	0.00	0.00	474.00	0.00	0.00	-474.00	0.0
5221 FEE REFUNDS	0.00	0.00	55.00	0.00	0.00	-55.00	0.0
5241 MAINTENANCE OF EQUIPMENT	3,500.00	3,500.00	1,537.89	0.00	0.00	1,962.11	43.9
5250 PUBLICATION/DUES	2,400.00	2,400.00	96.00	0.00	0.00	2,304.00	4.0
5270 TRAVEL & MEETINGS	400.00	400.00	0.00	0.00	0.00	400.00	0.0
5310 SAFETY/EQUIPMENT/CLOTHING	1,500.00	1,500.00	1,140.12	0.00	0.00	359.88	76.0
5330 SPECIAL DEPARTMENTAL SUPPLIES	3,000.00	3,000.00	287.94	0.00	0.00	2,712.06	9.6
POOL PROGRAMS	39,663.00	39,663.00	28,549.38	0.00	0.00	11,113.62	72.0
Dept: 450 SPECIAL EVENTS							
5101 SALARIES - FULL TIME	0.00	0.00	817.26	148.20	0.00	-817.26	0.0
5102 SALARIES - PART TIME	5,000.00	5,000.00	7,392.16	0.00	0.00	-2,392.16	147.8
5103 OVERTIME	15,000.00	15,000.00	24,283.06	1,244.85	0.00	-9,283.06	161.9
5111 RETIREMENT	0.00	0.00	160.56	91.09	0.00	-160.56	0.0
5112 FICA	1,530.00	1,530.00	2,325.19	106.55	0.00	-795.19	152.0
5114 UNEMPLOYMENT INS.	975.00	975.00	171.96	0.00	0.00	803.04	17.6
5115 HEALTH INSURANCE	0.00	0.00	171.66	37.28	0.00	-171.66	0.0
5201 ADVERTISING (INCL LEGAL)	3,500.00	3,500.00	1,571.85	1,321.69	0.00	1,928.15	44.9
5210 CONTRACT SERVICE	27,500.00	27,500.00	35,854.22	2,337.50	0.00	-8,354.22	130.4
5211 PROGRAMS (BF, RDA, ETC)	0.00	0.00	22,423.90	1,719.20	0.00	-22,423.90	0.0
5212 MARKET SUPPLIES	33,200.00	33,200.00	15,253.01	5,197.73	0.00	17,946.99	45.9
5221 FEE REFUNDS	0.00	0.00	35.00	0.00	0.00	-35.00	0.0
5242 VEHICLE FUEL	500.00	500.00	0.00	0.00	0.00	500.00	0.0
5250 PUBLICATION/DUES	2,300.00	2,300.00	1,578.00	560.00	0.00	722.00	68.6
5252 RENT OF EQUIPMENT / PROPERTY	5,540.00	5,540.00	7,822.94	224.28	0.00	-2,282.94	141.2
5270 TRAVEL & MEETINGS	100.00	100.00	50.72	50.72	0.00	49.28	50.7
5301 OFFICE SUPPLIES	500.00	500.00	451.49	0.00	0.00	48.51	90.3
5310 SAFETY/EQUIPMENT/CLOTHING	300.00	300.00	341.62	0.00	0.00	-41.62	113.9
5330 SPECIAL DEPARTMENTAL SUPPLIES	3,300.00	3,300.00	5,270.31	310.79	0.00	-1,970.31	159.7
SPECIAL EVENTS	99,245.00	99,245.00	125,974.91	13,349.88	0.00	-26,729.91	126.9
Dept: 499 Parade and Rally Event							
5101 SALARIES - FULL TIME	0.00	0.00	85.35	0.00	0.00	-85.35	0.0
5102 SALARIES - PART TIME	0.00	0.00	470.98	0.00	0.00	-470.98	0.0
5103 OVERTIME	0.00	0.00	14,042.85	0.00	0.00	-14,042.85	0.0
5111 RETIREMENT	0.00	0.00	49.71	0.00	0.00	-49.71	0.0

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City of Imperial

For the Period: 7/1/2019 to 3/31/2020

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 01 - GENERAL FUND							
Expenditures							
Dept: 499 Parade and Rally Event							
5112 FICA	0.00	0.00	1,087.62	0.00	0.00	-1,087.62	0.0
5114 UNEMPLOYMENT INS.	0.00	0.00	36.22	0.00	0.00	-36.22	0.0
5115 HEALTH INSURANCE	0.00	0.00	2,383.23	0.00	0.00	-2,383.23	0.0
5330 SPECIAL DEPARTMENTAL SUPPLIES	0.00	0.00	1,735.51	-308.25	0.00	-1,735.51	0.0
Parade and Rally Event	0.00	0.00	19,891.47	-308.25	0.00	-19,891.47	0.0
Dept: 999 COVID-19							
5301 OFFICE SUPPLIES	0.00	0.00	99.31	99.31	0.00	-99.31	0.0
5330 SPECIAL DEPARTMENTAL SUPPLIES	0.00	0.00	96.39	96.39	0.00	-96.39	0.0
COVID-19	0.00	0.00	195.70	195.70	0.00	-195.70	0.0
Expenditures	10,464,361.00	10,464,361.00	7,154,309.26	694,877.50	0.00	3,310,051.74	68.4
Fund: 03 - TRAFFIC CONGESTION RELIEF							
Revenues							
Dept: 000							
4470 TRAF CONG RELIEF - AB 2928	21,846.00	21,846.00	22,404.57	0.00	0.00	-558.57	102.6
4610 INTEREST EARNED	60.00	60.00	92.61	0.00	0.00	-32.61	154.4
Dept: 000	21,906.00	21,906.00	22,497.18	0.00	0.00	-591.18	102.7
Revenues	21,906.00	21,906.00	22,497.18	0.00	0.00	-591.18	102.7
Expenditures							
Dept: 320 STREET MAINTENANCE							
5910 OPERATING TRANSFERS OUT	30,000.00	30,000.00	15,000.00	0.00	0.00	15,000.00	50.0
STREET MAINTENANCE	30,000.00	30,000.00	15,000.00	0.00	0.00	15,000.00	50.0
Expenditures	30,000.00	30,000.00	15,000.00	0.00	0.00	15,000.00	50.0
Fund: 04 - TRAFFIC SAFETY							
Revenues							
Dept: 000							
4310 VEHICLE CODE FINES	2,000.00	2,000.00	4,511.81	882.56	0.00	-2,511.81	225.6
4610 INTEREST EARNED	5.00	5.00	14.98	0.00	0.00	-9.98	299.6
Dept: 000	2,005.00	2,005.00	4,526.79	882.56	0.00	-2,521.79	225.8
Revenues	2,005.00	2,005.00	4,526.79	882.56	0.00	-2,521.79	225.8
Expenditures							
Dept: 320 STREET MAINTENANCE							
5910 OPERATING TRANSFERS OUT	3,500.00	3,500.00	1,750.00	0.00	0.00	1,750.00	50.0
STREET MAINTENANCE	3,500.00	3,500.00	1,750.00	0.00	0.00	1,750.00	50.0
Expenditures	3,500.00	3,500.00	1,750.00	0.00	0.00	1,750.00	50.0
Fund: 05 - STATE GAS TAX							
Revenues							
Dept: 000							
4419 STATE GAS TAX - 2103	71,054.00	71,054.00	83,010.63	0.00	0.00	-11,956.63	116.8
4420 STATE GAS TAX - 2105	107,596.00	107,596.00	56,003.36	0.00	0.00	51,592.64	52.0
4421 STATE GAS TAX - 2106	62,242.00	62,242.00	32,623.49	0.00	0.00	29,618.51	52.4
4422 STATE GAS TAX - 2107	140,529.00	140,529.00	68,570.86	0.00	0.00	71,958.14	48.8
4423 STATE GAS TAX - 2107.5	4,000.00	4,000.00	4,000.00	0.00	0.00	0.00	100.0
4610 INTEREST EARNED	500.00	500.00	1,249.88	0.00	0.00	-749.88	250.0

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City of Imperial

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	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 05 - STATE GAS TAX							
Revenues							
Dept: 000	385,921.00	385,921.00	245,458.22	0.00	0.00	140,462.78	63.6
Revenues	385,921.00	385,921.00	245,458.22	0.00	0.00	140,462.78	63.6
Expenditures							
Dept: 320 STREET MAINTENANCE							
5910 OPERATING TRANSFERS OUT	258,731.00	258,731.00	129,366.00	0.00	0.00	129,365.00	50.0
STREET MAINTENANCE	258,731.00	258,731.00	129,366.00	0.00	0.00	129,365.00	50.0
Expenditures	258,731.00	258,731.00	129,366.00	0.00	0.00	129,365.00	50.0
Fund: 06 - LOCAL TRANSPORTATION							
Revenues							
Dept: 000							
4465 STATE GRANT SEC 99400 E	7,982.00	7,982.00	0.00	0.00	0.00	7,982.00	0.0
4466 STATE GRANT - ARTICLE 3	21,603.00	21,603.00	0.00	0.00	0.00	21,603.00	0.0
4610 INTEREST EARNED	500.00	500.00	1,594.75	0.00	0.00	-1,094.75	319.0
Dept: 000	30,085.00	30,085.00	1,594.75	0.00	0.00	28,490.25	5.3
Revenues	30,085.00	30,085.00	1,594.75	0.00	0.00	28,490.25	5.3
Expenditures							
Dept: 320 STREET MAINTENANCE							
5210 CONTRACT SERVICE	0.00	0.00	8,146.52	0.00	0.00	-8,146.52	0.0
5330 SPECIAL DEPARTMENTAL SUPPLIES	0.00	0.00	162.38	0.00	0.00	-162.38	0.0
5430 IMPROVEMENTS OTHER THAN BLDGS	400,000.00	400,000.00	0.00	0.00	0.00	400,000.00	0.0
5910 OPERATING TRANSFERS OUT	5,000.00	5,000.00	2,500.00	0.00	0.00	2,500.00	50.0
STREET MAINTENANCE	405,000.00	405,000.00	10,808.90	0.00	0.00	394,191.10	2.7
Dept: 321 BICYCLE/PEDESTRIAN WAYS							
5201 ADVERTISING (INCL LEGAL)	200.00	200.00	0.00	0.00	0.00	200.00	0.0
5210 CONTRACT SERVICE	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
5330 SPECIAL DEPARTMENTAL SUPPLIES	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
BICYCLE/PEDESTRIAN WAYS	6,200.00	6,200.00	0.00	0.00	0.00	6,200.00	0.0
Dept: 322 BUS SHELTERS/BENCHES							
5330 SPECIAL DEPARTMENTAL SUPPLIES	500.00	500.00	0.00	0.00	0.00	500.00	0.0
5430 IMPROVEMENTS OTHER THAN BLDGS	16,000.00	16,000.00	0.00	0.00	0.00	16,000.00	0.0
BUS SHELTERS/BENCHES	16,500.00	16,500.00	0.00	0.00	0.00	16,500.00	0.0
Expenditures	427,700.00	427,700.00	10,808.90	0.00	0.00	416,891.10	2.5
Fund: 08 - LTA MEASURE D							
Revenues							
Dept: 000							
4120 SALES TAX	700,000.00	700,000.00	573,842.97	173,464.44	0.00	126,157.03	82.0
4471 STATE GRANT	0.00	0.00	156,022.20	0.00	0.00	-156,022.20	0.0
4610 INTEREST EARNED	5,000.00	5,000.00	14,874.92	0.00	0.00	-9,874.92	297.5
Dept: 000	705,000.00	705,000.00	744,740.09	173,464.44	0.00	-39,740.09	105.6
Revenues	705,000.00	705,000.00	744,740.09	173,464.44	0.00	-39,740.09	105.6
Expenditures							
Dept: 320 STREET MAINTENANCE							
5201 ADVERTISING (INCL LEGAL)	2,000.00	2,000.00	1,551.88	0.00	0.00	448.12	77.6
5210 CONTRACT SERVICE	100,000.00	100,000.00	771,709.12	11,506.94	0.00	-671,709.12	771.7
5320 SMALL TOOLS	0.00	0.00	24.00	0.00	0.00	-24.00	0.0

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City of Imperial

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	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 08 - LTA MEASURE D							
Expenditures							
Dept: 320 STREET MAINTENANCE							
5330 SPECIAL DEPARTMENTAL SUPPLIES	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
5430 IMPROVEMENTS OTHER THAN BLDGS	3,161,011.00	3,161,011.00	340,213.41	0.00	0.00	2,820,797.59	10.8
5910 OPERATING TRANSFERS OUT	673,891.00	673,891.00	194,596.00	0.00	0.00	479,295.00	28.9
STREET MAINTENANCE	3,941,902.00	3,941,902.00	1,308,094.41	11,506.94	0.00	2,633,807.59	33.2
Expenditures	3,941,902.00	3,941,902.00	1,308,094.41	11,506.94	0.00	2,633,807.59	33.2
Fund: 09 - PROP 172							
Revenues							
Dept: 000							
4460 STATE GRANT - PROP 172	80,000.00	80,000.00	0.00	0.00	0.00	80,000.00	0.0
4610 INTEREST EARNED	0.00	0.00	9.81	0.00	0.00	-9.81	0.0
Dept: 000	80,000.00	80,000.00	9.81	0.00	0.00	79,990.19	0.0
Revenues	80,000.00	80,000.00	9.81	0.00	0.00	79,990.19	0.0
Expenditures							
Dept: 210 POLICE MANAGEMENT SERVICES							
5910 OPERATING TRANSFERS OUT	96,528.00	96,528.00	24,132.00	0.00	0.00	72,396.00	25.0
POLICE MANAGEMENT SERVICES	96,528.00	96,528.00	24,132.00	0.00	0.00	72,396.00	25.0
Expenditures	96,528.00	96,528.00	24,132.00	0.00	0.00	72,396.00	25.0
Fund: 12 - ASSET FORFEITURE							
Revenues							
Dept: 000							
4610 INTEREST EARNED	10.00	10.00	4.14	0.00	0.00	5.86	41.4
4790 NOT OTHERWISE CLASSIFIED	0.00	0.00	5,423.43	0.00	0.00	-5,423.43	0.0
Dept: 000	10.00	10.00	5,427.57	0.00	0.00	-5,417.57	4,275.7
Revenues	10.00	10.00	5,427.57	0.00	0.00	-5,417.57	4,275.7
Expenditures							
Dept: 210 POLICE MANAGEMENT SERVICES							
5221 FEE REFUNDS	597.00	597.00	0.00	0.00	0.00	597.00	0.0
5265 TRAINING/EDUCATION	0.00	0.00	1,805.00	0.00	0.00	-1,805.00	0.0
5270 TRAVEL & MEETINGS	0.00	0.00	591.96	0.00	0.00	-591.96	0.0
5310 SAFETY/EQUIPMENT/CLOTHING	0.00	0.00	5,429.63	0.00	0.00	-5,429.63	0.0
5330 SPECIAL DEPARTMENTAL SUPPLIES	1,000.00	1,000.00	544.86	204.56	0.00	455.14	54.5
POLICE MANAGEMENT SERVICES	1,597.00	1,597.00	8,371.45	204.56	0.00	-6,774.45	524.2
Expenditures	1,597.00	1,597.00	8,371.45	204.56	0.00	-6,774.45	524.2
Fund: 15 - HOME							
Revenues							
Dept: 000							
4454 FTHB PROGRAM	6,000.00	6,000.00	797.60	0.00	0.00	5,202.40	13.3
4610 INTEREST EARNED	3,000.00	3,000.00	261.91	0.00	0.00	2,738.09	8.7
Dept: 000	9,000.00	9,000.00	1,059.51	0.00	0.00	7,940.49	11.8
Revenues	9,000.00	9,000.00	1,059.51	0.00	0.00	7,940.49	11.8
Expenditures							
Dept: 155 COMMUNITY DEVELOPMENT							
5210 CONTRACT SERVICE	0.00	0.00	145.00	0.00	0.00	-145.00	0.0

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City of Imperial

For the Period: 7/1/2019 to 3/31/2020

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 15 - HOME							
Expenditures							
COMMUNITY DEVELOPMENT	0.00	0.00	145.00	0.00	0.00	-145.00	0.0
Expenditures	0.00	0.00	145.00	0.00	0.00	-145.00	0.0
Fund: 16 - HOUSING REHAB							
Revenues							
Dept: 000							
4451 STBG 1703 GRANT	2,500.00	2,500.00	2,467.04	441.10	0.00	32.96	98.7
4453 STBG 1014 GRANT	100.00	100.00	0.00	0.00	0.00	100.00	0.0
4462 STBG 6717 GRANT	2,000.00	2,000.00	48.79	48.79	0.00	1,951.21	2.4
4475 PROGRAM INCOME	2,500.00	2,500.00	433.90	0.00	0.00	2,066.10	17.4
4610 INTEREST EARNED	1,200.00	1,200.00	844.75	110.11	0.00	355.25	70.4
Dept: 000	8,300.00	8,300.00	3,794.48	600.00	0.00	4,505.52	45.7
Revenues	8,300.00	8,300.00	3,794.48	600.00	0.00	4,505.52	45.7
Expenditures							
Dept: 708 BUSINESS ASSISTANT PROGRAM							
5910 OPERATING TRANSFERS OUT	20,000.00	20,000.00	2,500.00	0.00	0.00	17,500.00	12.5
BUSINESS ASSISTANT PROGRAM	20,000.00	20,000.00	2,500.00	0.00	0.00	17,500.00	12.5
Expenditures	20,000.00	20,000.00	2,500.00	0.00	0.00	17,500.00	12.5
Fund: 18 - RLA - Fund							
Revenues							
Dept: 000							
4475 PROGRAM INCOME	5,000.00	5,000.00	7,685.71	2,628.96	0.00	-2,685.71	153.7
4610 INTEREST EARNED	2,000.00	2,000.00	3,044.44	171.04	0.00	-1,044.44	152.2
Dept: 000	7,000.00	7,000.00	10,730.15	2,800.00	0.00	-3,730.15	153.3
Revenues	7,000.00	7,000.00	10,730.15	2,800.00	0.00	-3,730.15	153.3
Expenditures							
Dept: 190 GENERAL SERVICES							
5910 OPERATING TRANSFERS OUT	15,000.00	15,000.00	2,500.00	0.00	0.00	12,500.00	16.7
GENERAL SERVICES	15,000.00	15,000.00	2,500.00	0.00	0.00	12,500.00	16.7
Expenditures	15,000.00	15,000.00	2,500.00	0.00	0.00	12,500.00	16.7
Fund: 20 - LIBRARY ZIPBOOKS							
Expenditures							
Dept: 410 LIBRARY SERVICES							
5444 LIBRARY BOOKS	0.00	0.00	2,645.56	238.64	0.00	-2,645.56	0.0
LIBRARY SERVICES	0.00	0.00	2,645.56	238.64	0.00	-2,645.56	0.0
Expenditures	0.00	0.00	2,645.56	238.64	0.00	-2,645.56	0.0
Fund: 21 - WILDFLOWER#8-LANDSCAPE/LIGHTNG							
Revenues							
Dept: 000							
4546 LANDSCAPING	42,000.00	42,000.00	27,039.66	0.00	0.00	14,960.34	64.4
4547 LIGHTING	8,300.00	8,300.00	5,407.76	0.00	0.00	2,892.24	65.2
4610 INTEREST EARNED	300.00	300.00	503.71	0.00	0.00	-203.71	167.9
Dept: 000	50,600.00	50,600.00	32,951.13	0.00	0.00	17,648.87	65.1

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City of Imperial

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	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 21 - WILDFLOWER#8-LANDSCAPE/LIGHTNG							
Revenues	50,600.00	50,600.00	32,951.13	0.00	0.00	17,648.87	65.1
Expenditures							
Dept: 400 LIGHTING DISTRICT							
5201 ADVERTISING (INCL LEGAL)	100.00	100.00	0.00	0.00	0.00	100.00	0.0
5210 CONTRACT SERVICE	3,200.00	3,200.00	979.17	0.00	0.00	2,220.83	30.6
5910 OPERATING TRANSFERS OUT	3,500.00	3,500.00	1,750.00	0.00	0.00	1,750.00	50.0
LIGHTING DISTRICT	6,800.00	6,800.00	2,729.17	0.00	0.00	4,070.83	40.1
Dept: 500 LANDSCAPE							
5201 ADVERTISING (INCL LEGAL)	100.00	100.00	0.00	0.00	0.00	100.00	0.0
5210 CONTRACT SERVICE	9,200.00	9,200.00	5,479.17	500.00	0.00	3,720.83	59.6
5330 SPECIAL DEPARTMENTAL SUPPLIES	100.00	100.00	0.00	0.00	0.00	100.00	0.0
5910 OPERATING TRANSFERS OUT	3,600.00	3,600.00	1,800.00	0.00	0.00	1,800.00	50.0
LANDSCAPE	13,000.00	13,000.00	7,279.17	500.00	0.00	5,720.83	56.0
Expenditures	19,800.00	19,800.00	10,008.34	500.00	0.00	9,791.66	50.5
Fund: 23 - PASEO DEL SOL-LANDSCAPE/LIGHT							
Revenues							
Dept: 000							
4546 LANDSCAPING	45,000.00	45,000.00	24,489.68	0.00	0.00	20,510.32	54.4
4547 LIGHTING	8,900.00	8,900.00	4,898.84	0.00	0.00	4,001.16	55.0
4610 INTEREST EARNED	500.00	500.00	695.26	0.00	0.00	-195.26	139.1
Dept: 000	54,400.00	54,400.00	30,083.78	0.00	0.00	24,316.22	55.3
Revenues	54,400.00	54,400.00	30,083.78	0.00	0.00	24,316.22	55.3
Expenditures							
Dept: 400 LIGHTING DISTRICT							
5201 ADVERTISING (INCL LEGAL)	100.00	100.00	0.00	0.00	0.00	100.00	0.0
5210 CONTRACT SERVICE	3,200.00	3,200.00	979.15	0.00	0.00	2,220.85	30.6
5241 MAINTENANCE OF EQUIPMENT	0.00	0.00	859.63	0.00	0.00	-859.63	0.0
5910 OPERATING TRANSFERS OUT	3,500.00	3,500.00	1,750.00	0.00	0.00	1,750.00	50.0
LIGHTING DISTRICT	6,800.00	6,800.00	3,588.78	0.00	0.00	3,211.22	52.8
Dept: 500 LANDSCAPE							
5201 ADVERTISING (INCL LEGAL)	100.00	100.00	0.00	0.00	0.00	100.00	0.0
5210 CONTRACT SERVICE	3,200.00	3,200.00	979.15	0.00	0.00	2,220.85	30.6
5241 MAINTENANCE OF EQUIPMENT	0.00	0.00	685.30	0.00	0.00	-685.30	0.0
5330 SPECIAL DEPARTMENTAL SUPPLIES	100.00	100.00	0.00	0.00	0.00	100.00	0.0
5910 OPERATING TRANSFERS OUT	11,400.00	11,400.00	5,700.00	0.00	0.00	5,700.00	50.0
LANDSCAPE	14,800.00	14,800.00	7,364.45	0.00	0.00	7,435.55	49.8
Expenditures	21,600.00	21,600.00	10,953.23	0.00	0.00	10,646.77	50.7
Fund: 24 - JOSHUA TREE STREET IMPROVEMENT							
Expenditures							
Dept: 320 STREET MAINTENANCE							
5430 IMPROVEMENTS OTHER THAN BLDGS	31,287.00	31,287.00	0.00	0.00	0.00	31,287.00	0.0
STREET MAINTENANCE	31,287.00	31,287.00	0.00	0.00	0.00	31,287.00	0.0
Expenditures	31,287.00	31,287.00	0.00	0.00	0.00	31,287.00	0.0
Fund: 25 - DONATIONS - LIBRARY							
Revenues							
Dept: 000							
4731 DONATIONS	200.00	200.00	50.00	0.00	0.00	150.00	25.0

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City of Imperial

For the Period: 7/1/2019 to 3/31/2020

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 25 - DONATIONS - LIBRARY							
Revenues							
Dept: 000	200.00	200.00	50.00	0.00	0.00	150.00	25.0
Revenues	200.00	200.00	50.00	0.00	0.00	150.00	25.0
Expenditures							
Dept: 410 LIBRARY SERVICES							
5330 SPECIAL DEPARTMENTAL SUPPLIES	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0
LIBRARY SERVICES	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0
Expenditures	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0
Fund: 31 - COPS 2017							
Revenues							
Dept: 000							
4610 INTEREST EARNED	50.00	50.00	418.63	0.00	0.00	-368.63	837.3
Dept: 000	50.00	50.00	418.63	0.00	0.00	-368.63	837.3
Revenues	50.00	50.00	418.63	0.00	0.00	-368.63	837.3
Expenditures							
Dept: 210 POLICE MANAGEMENT SERVICES							
5310 SAFETY/EQUIPMENT/CLOTHING	0.00	0.00	15,212.72	0.00	0.00	-15,212.72	0.0
5330 SPECIAL DEPARTMENTAL SUPPLIES	17,213.00	17,213.00	1,077.09	0.00	0.00	16,135.91	6.3
5442 EQUIPMENT - OTHER	44,562.00	44,562.00	0.00	0.00	0.00	44,562.00	0.0
5910 OPERATING TRANSFERS OUT	37,137.00	37,137.00	18,570.00	0.00	0.00	18,567.00	50.0
POLICE MANAGEMENT SERVICES	98,912.00	98,912.00	34,859.81	0.00	0.00	64,052.19	35.2
Expenditures	98,912.00	98,912.00	34,859.81	0.00	0.00	64,052.19	35.2
Fund: 35 - SKY RANCH DISTRICT							
Revenues							
Dept: 000							
4546 LANDSCAPING	220,000.00	220,000.00	112,210.00	0.00	0.00	107,790.00	51.0
4610 INTEREST EARNED	3,000.00	3,000.00	4,212.51	0.00	0.00	-1,212.51	140.4
Dept: 000	223,000.00	223,000.00	116,422.51	0.00	0.00	106,577.49	52.2
Revenues	223,000.00	223,000.00	116,422.51	0.00	0.00	106,577.49	52.2
Expenditures							
Dept: 420 PARKS MAINTENANCE SERVICES							
5240 M & O IMPROVEMENTS	3,000.00	3,000.00	2,025.00	225.00	0.00	975.00	67.5
5241 MAINTENANCE OF EQUIPMENT	5,000.00	5,000.00	1,351.50	1,025.00	0.00	3,648.50	27.0
5330 SPECIAL DEPARTMENTAL SUPPLIES	1,000.00	1,000.00	3,469.18	0.00	0.00	-2,469.18	346.9
5430 IMPROVEMENTS OTHER THAN BLDGS	120,000.00	120,000.00	0.00	0.00	0.00	120,000.00	0.0
PARKS MAINTENANCE SERVICES	129,000.00	129,000.00	6,845.68	1,250.00	0.00	122,154.32	5.3
Dept: 500 LANDSCAPE							
5201 ADVERTISING (INCL LEGAL)	200.00	200.00	1,664.29	245.33	0.00	-1,464.29	832.1
5210 CONTRACT SERVICE	84,600.00	84,600.00	66,047.76	7,050.00	0.00	18,552.24	78.1
5241 MAINTENANCE OF EQUIPMENT	0.00	0.00	214.17	0.00	0.00	-214.17	0.0
5910 OPERATING TRANSFERS OUT	27,375.00	27,375.00	13,688.00	0.00	0.00	13,687.00	50.0
LANDSCAPE	112,175.00	112,175.00	81,614.22	7,295.33	0.00	30,560.78	72.8
Expenditures	241,175.00	241,175.00	88,459.90	8,545.33	0.00	152,715.10	36.7

Fund: 39 - LIBRARY LITERACY STATE

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City of Imperial

For the Period: 7/1/2019 to 3/31/2020

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 39 - LIBRARY LITERACY STATE							
Revenues							
Dept: 000							
4531 GRANT	0.00	0.00	36,000.00	0.00	0.00	-36,000.00	0.0
4610 INTEREST EARNED	50.00	50.00	418.29	0.00	0.00	-368.29	836.6
Dept: 000	50.00	50.00	36,418.29	0.00	0.00	-36,368.29	2,836.6
Revenues	50.00	50.00	36,418.29	0.00	0.00	-36,368.29	2,836.6
Expenditures							
Dept: 410 LIBRARY SERVICES							
5210 CONTRACT SERVICE	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.0
5330 SPECIAL DEPARTMENTAL SUPPLIES	65,000.00	65,000.00	2,145.75	0.00	0.00	62,854.25	3.3
5910 OPERATING TRANSFERS OUT	15,955.00	15,955.00	7,978.00	0.00	0.00	7,977.00	50.0
LIBRARY SERVICES	90,955.00	90,955.00	10,123.75	0.00	0.00	80,831.25	11.1
Expenditures	90,955.00	90,955.00	10,123.75	0.00	0.00	80,831.25	11.1
Fund: 41 - COPS 2018							
Revenues							
Dept: 000							
4610 INTEREST EARNED	50.00	50.00	575.04	0.00	0.00	-525.04	1150.1
Dept: 000	50.00	50.00	575.04	0.00	0.00	-525.04	1,150.1
Revenues	50.00	50.00	575.04	0.00	0.00	-525.04	1,150.1
Expenditures							
Dept: 210 POLICE MANAGEMENT SERVICES							
5442 EQUIPMENT - OTHER	154,802.00	154,802.00	0.00	0.00	0.00	154,802.00	0.0
5910 OPERATING TRANSFERS OUT	500.00	500.00	250.00	0.00	0.00	250.00	50.0
POLICE MANAGEMENT SERVICES	155,302.00	155,302.00	250.00	0.00	0.00	155,052.00	0.2
Expenditures	155,302.00	155,302.00	250.00	0.00	0.00	155,052.00	0.2
Fund: 47 - COMMUNITY SERVICES GRANTS							
Revenues							
Dept: 000							
4610 INTEREST EARNED	50.00	50.00	18.92	0.00	0.00	31.08	37.8
Dept: 000	50.00	50.00	18.92	0.00	0.00	31.08	37.8
Revenues	50.00	50.00	18.92	0.00	0.00	31.08	37.8
Expenditures							
Dept: 410 LIBRARY SERVICES							
5444 LIBRARY BOOKS	5,156.00	5,156.00	0.00	0.00	0.00	5,156.00	0.0
LIBRARY SERVICES	5,156.00	5,156.00	0.00	0.00	0.00	5,156.00	0.0
Expenditures	5,156.00	5,156.00	0.00	0.00	0.00	5,156.00	0.0
Fund: 48 - GENERAL LOAN ACCOUNT							
Revenues							
Dept: 000							
4475 PROGRAM INCOME	20,000.00	20,000.00	12,427.31	1,504.44	0.00	7,572.69	62.1
4610 INTEREST EARNED	500.00	500.00	2,744.14	414.61	0.00	-2,244.14	548.8
Dept: 000	20,500.00	20,500.00	15,171.45	1,919.05	0.00	5,328.55	74.0

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City of Imperial

For the Period: 7/1/2019 to 3/31/2020

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 48 - GENERAL LOAN ACCOUNT							
Revenues	20,500.00	20,500.00	15,171.45	1,919.05	0.00	5,328.55	74.0
Expenditures							
Dept: 190 GENERAL SERVICES							
5214 BUSINESS ASSISTANCE	350,000.00	350,000.00	6,336.00	3,136.00	0.00	343,664.00	1.8
5215 HOUSING ASSISTANCE	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	0.0
5430 IMPROVEMENTS OTHER THAN BLDGS	0.00	0.00	1,250.00	0.00	0.00	-1,250.00	0.0
5910 OPERATING TRANSFERS OUT	5,000.00	5,000.00	1,250.00	0.00	0.00	3,750.00	25.0
GENERAL SERVICES	405,000.00	405,000.00	8,836.00	3,136.00	0.00	396,164.00	2.2
Expenditures	405,000.00	405,000.00	8,836.00	3,136.00	0.00	396,164.00	2.2
Fund: 50 - WATER							
Revenues							
Dept: 000							
4551 WATER SERVICE CHARGES	4,895,642.00	4,895,642.00	4,739,617.34	381,101.51	0.00	156,024.66	96.8
4552 WATER CONNECTION FEES	20,000.00	20,000.00	114,385.00	4,460.00	0.00	-94,385.00	571.9
4554 WATER TURN ON FEES	75,000.00	75,000.00	200.00	0.00	0.00	74,800.00	0.3
4556 WATER CONSERVATION FINE	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
4610 INTEREST EARNED	10,000.00	10,000.00	24,696.17	0.00	0.00	-14,696.17	247.0
4742 INSURANCE CLAIMS	0.00	0.00	3,075.00	3,075.00	0.00	-3,075.00	0.0
4790 NOT OTHERWISE CLASSIFIED	2,500.00	2,500.00	1,523.81	50.00	0.00	976.19	61.0
Dept: 000	5,004,142.00	5,004,142.00	4,883,497.32	388,686.51	0.00	120,644.68	97.6
Revenues	5,004,142.00	5,004,142.00	4,883,497.32	388,686.51	0.00	120,644.68	97.6
Expenditures							
Dept: 510 WATER OPERATIONS							
5101 SALARIES - FULL TIME	811,424.00	811,424.00	622,830.71	63,015.34	0.00	188,593.29	76.8
5103 OVERTIME	30,000.00	30,000.00	40,764.89	2,830.91	0.00	-10,764.89	135.9
5104 COURT/TRAVEL/STANDBY	25,550.00	25,550.00	16,720.94	970.16	0.00	8,829.06	65.4
5105 CERTIFICATE PAY	26,000.00	26,000.00	6,450.00	650.00	0.00	19,550.00	24.8
5108 SPECIALTY PAY 5%	3,120.00	3,120.00	0.00	0.00	0.00	3,120.00	0.0
5110 UNIFORM ALLOWANCE	11,000.00	11,000.00	7,321.88	0.00	0.00	3,678.12	66.6
5111 RETIREMENT	64,671.00	64,671.00	45,482.29	4,710.50	0.00	19,188.71	70.3
5112 FICA	70,901.00	70,901.00	50,217.44	4,937.47	0.00	20,683.56	70.8
5113 WORKER'S COMP	65,000.00	65,000.00	0.00	0.00	0.00	65,000.00	0.0
5114 UNEMPLOYMENT INS.	5,335.00	5,335.00	3,866.40	301.29	0.00	1,468.60	72.5
5115 HEALTH INSURANCE	112,560.00	112,560.00	69,459.50	8,130.95	0.00	43,100.50	61.7
5120 VEHICLE ALLOWANCE	1,260.00	1,260.00	650.00	0.00	0.00	610.00	51.6
5123 WELLNESS PROGRAM	5,702.00	5,702.00	309.99	0.00	0.00	5,392.01	5.4
5124 EDUCATION INCENTIVE	23,760.00	23,760.00	0.00	0.00	0.00	23,760.00	0.0
5201 ADVERTISING (INCL LEGAL)	2,400.00	2,400.00	1,817.72	0.00	0.00	582.28	75.7
5210 CONTRACT SERVICE	275,000.00	275,000.00	17,063.28	3,177.13	0.00	257,936.72	6.2
5211 PROGRAMS (BF, RDA, ETC)	30,000.00	30,000.00	2,072.00	0.00	0.00	27,928.00	6.9
5230 GENERAL LIABILITY INSURANCE	200,000.00	200,000.00	0.00	0.00	0.00	200,000.00	0.0
5240 M & O IMPROVEMENTS	21,000.00	21,000.00	405.00	45.00	0.00	20,595.00	1.9
5241 MAINTENANCE OF EQUIPMENT	900,000.00	900,000.00	572,405.39	218,139.91	42.54	327,552.07	63.6
5242 VEHICLE FUEL	45,000.00	45,000.00	22,642.03	1,815.93	0.00	22,357.97	50.3
5250 PUBLICATION/DUES	100,000.00	100,000.00	37,200.99	1,359.50	0.00	62,799.01	37.2
5252 RENT OF EQUIPMENT / PROPERTY	7,000.00	7,000.00	4,812.30	0.00	0.00	2,187.70	68.7
5260 TELEPHONE	12,000.00	12,000.00	8,713.94	593.31	0.00	3,286.06	72.6
5262 TESTING SERVICES	80,000.00	80,000.00	54,295.86	6,135.00	0.00	25,704.14	67.9
5263 CHEMICALS	300,000.00	300,000.00	181,088.76	20,233.65	0.00	118,911.24	60.4
5264 FILTER MEDIA GAC	250,000.00	250,000.00	0.00	0.00	0.00	250,000.00	0.0
5265 TRAINING/EDUCATION	7,500.00	7,500.00	2,327.00	0.00	0.00	5,173.00	31.0
5270 TRAVEL & MEETINGS	6,000.00	6,000.00	7,918.97	0.00	0.00	-1,918.97	132.0
5280 UTILITIES - ELECTRIC	163,000.00	163,000.00	124,400.48	12,420.30	0.00	38,599.52	76.3
5301 OFFICE SUPPLIES	10,000.00	10,000.00	1,721.39	218.19	0.00	8,278.61	17.2
5302 CUSTODIAL SUPPLIES	2,500.00	2,500.00	860.09	157.23	0.00	1,639.91	34.4

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City of Imperial

For the Period: 7/1/2019 to 3/31/2020

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 50 - WATER							
Expenditures							
Dept: 510 WATER OPERATIONS							
5303 BANK CHARGES	25,000.00	25,000.00	8,562.49	801.53	0.00	16,437.51	34.2
5305 POSTAGE/FREIGHT	20,000.00	20,000.00	6,027.64	661.75	0.00	13,972.36	30.1
5310 SAFETY/EQUIPMENT/CLOTHING	8,000.00	8,000.00	9,695.42	1,846.00	0.00	-1,695.42	121.2
5320 SMALL TOOLS	12,000.00	12,000.00	13,219.01	0.00	0.00	-1,219.01	110.2
5330 SPECIAL DEPARTMENTAL SUPPLIES	150,000.00	150,000.00	107,241.45	9,650.18	0.00	42,758.55	71.5
5350 WATER PURCHASES	150,000.00	150,000.00	64,388.00	7,656.00	0.00	85,612.00	42.9
5430 IMPROVEMENTS OTHER THAN BLDGS	459,500.00	459,500.00	52,040.28	0.00	0.00	407,459.72	11.3
5440 EQUIPMENT - AUTOMOTIVE	89,500.00	89,500.00	79,835.32	0.00	0.00	9,664.68	89.2
5442 EQUIPMENT - OTHER	215,265.00	215,265.00	35,684.66	0.00	0.00	179,580.34	16.6
5520 DEBT SERVICE	1,241,154.00	1,241,154.00	1,061,182.74	0.00	0.00	179,971.26	85.5
5521 TRUSTEE FEES	4,500.00	4,500.00	2,000.00	0.00	0.00	2,500.00	44.4
5910 OPERATING TRANSFERS OUT	109,985.00	109,985.00	54,994.00	0.00	0.00	54,991.00	50.0
5990 CONTINGENCY APPROPRIATION	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.0
WATER OPERATIONS	6,162,587.00	6,162,587.00	3,398,690.25	370,457.23	42.54	2,763,854.21	55.2
Dept: 515 WATER CONSERVATION							
5101 SALARIES - FULL TIME	20,908.00	20,908.00	16,405.59	1,678.24	0.00	4,502.41	78.5
5108 SPECIALTY PAY 5%	260.00	260.00	0.00	0.00	0.00	260.00	0.0
5111 RETIREMENT	1,658.00	1,658.00	1,237.57	128.64	0.00	420.43	74.6
5112 FICA	1,676.00	1,676.00	1,238.67	125.18	0.00	437.33	73.9
5114 UNEMPLOYMENT INS.	137.00	137.00	79.07	2.62	0.00	57.93	57.7
5115 HEALTH INSURANCE	2,880.00	2,880.00	1,016.75	109.49	0.00	1,863.25	35.3
5123 WELLNESS PROGRAM	144.00	144.00	0.00	0.00	0.00	144.00	0.0
5124 EDUCATION INCENTIVE	600.00	600.00	0.00	0.00	0.00	600.00	0.0
5201 ADVERTISING (INCL LEGAL)	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
5210 CONTRACT SERVICE	7,000.00	7,000.00	0.00	0.00	0.00	7,000.00	0.0
5242 VEHICLE FUEL	3,500.00	3,500.00	0.00	0.00	0.00	3,500.00	0.0
5250 PUBLICATION/DUES	250.00	250.00	0.00	0.00	0.00	250.00	0.0
5260 TELEPHONE	200.00	200.00	0.00	0.00	0.00	200.00	0.0
5265 TRAINING/EDUCATION	500.00	500.00	0.00	0.00	0.00	500.00	0.0
5270 TRAVEL & MEETINGS	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
5301 OFFICE SUPPLIES	5,000.00	5,000.00	193.97	0.00	0.00	4,806.03	3.9
5305 POSTAGE/FREIGHT	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
5310 SAFETY/EQUIPMENT/CLOTHING	500.00	500.00	0.00	0.00	0.00	500.00	0.0
5330 SPECIAL DEPARTMENTAL SUPPLIES	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
WATER CONSERVATION	54,213.00	54,213.00	20,171.62	2,044.17	0.00	34,041.38	37.2
Dept: 555 COLLECTIONS & DISTRIBUTION							
5101 SALARIES - FULL TIME	95,302.00	95,302.00	70,635.50	7,676.00	0.00	24,666.50	74.1
5103 OVERTIME	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
5111 RETIREMENT	6,971.00	6,971.00	4,993.69	536.20	0.00	1,977.31	71.6
5112 FICA	7,794.00	7,794.00	5,431.94	580.02	0.00	2,362.06	69.7
5114 UNEMPLOYMENT INS.	1,024.00	1,024.00	564.56	10.01	0.00	459.44	55.1
5115 HEALTH INSURANCE	21,600.00	21,600.00	11,111.62	1,209.41	0.00	10,488.38	51.4
5123 WELLNESS PROGRAM	1,080.00	1,080.00	120.00	0.00	0.00	960.00	11.1
5124 EDUCATION INCENTIVE	4,500.00	4,500.00	0.00	0.00	0.00	4,500.00	0.0
5241 MAINTENANCE OF EQUIPMENT	5,000.00	5,000.00	15,235.79	8,376.10	0.00	-10,235.79	304.7
5242 VEHICLE FUEL	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	0.0
5250 PUBLICATION/DUES	50.00	50.00	0.00	0.00	0.00	50.00	0.0
5265 TRAINING/EDUCATION	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.0
5270 TRAVEL & MEETINGS	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.0
5310 SAFETY/EQUIPMENT/CLOTHING	500.00	500.00	659.77	0.00	0.00	-159.77	132.0
5320 SMALL TOOLS	5,000.00	5,000.00	627.37	627.37	0.00	4,372.63	12.5
COLLECTIONS & DISTRIBUTION	156,821.00	156,821.00	109,380.24	19,015.11	0.00	47,440.76	69.7
Expenditures	6,373,621.00	6,373,621.00	3,528,242.11	391,516.51	42.54	2,845,336.35	55.4

Fund: 51 - WATER CAPACITY

Revenues

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City of Imperial

For the Period: 7/1/2019 to 3/31/2020

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 51 - WATER CAPACITY							
Revenues							
Dept: 000							
4553 WATER CAPACITY FEES	177,102.00	177,102.00	444,994.78	6,641.34	0.00	-267,892.78	251.3
Dept: 000	177,102.00	177,102.00	444,994.78	6,641.34	0.00	-267,892.78	251.3
Revenues	177,102.00	177,102.00	444,994.78	6,641.34	0.00	-267,892.78	251.3
Expenditures							
Dept: 510 WATER OPERATIONS							
5201 ADVERTISING (INCL LEGAL)	0.00	0.00	23.74	0.00	0.00	-23.74	0.0
5210 CONTRACT SERVICE	260,000.00	260,000.00	18,087.79	0.00	0.00	241,912.21	7.0
WATER OPERATIONS	260,000.00	260,000.00	18,111.53	0.00	0.00	241,888.47	7.0
Expenditures	260,000.00	260,000.00	18,111.53	0.00	0.00	241,888.47	7.0
Fund: 52 - WATER BOND 2019							
Revenues							
Dept: 000							
4472 BOND PROCEEDS	7,200,000.00	7,200,000.00	0.00	0.00	0.00	7,200,000.00	0.0
Dept: 000	7,200,000.00	7,200,000.00	0.00	0.00	0.00	7,200,000.00	0.0
Revenues	7,200,000.00	7,200,000.00	0.00	0.00	0.00	7,200,000.00	0.0
Expenditures							
Dept: 510 WATER OPERATIONS							
5201 ADVERTISING (INCL LEGAL)	0.00	0.00	1,658.22	1,658.22	0.00	-1,658.22	0.0
5210 CONTRACT SERVICE	0.00	0.00	18,080.40	2,854.80	0.00	-18,080.40	0.0
WATER OPERATIONS	0.00	0.00	19,738.62	4,513.02	0.00	-19,738.62	0.0
Expenditures	0.00	0.00	19,738.62	4,513.02	0.00	-19,738.62	0.0
Fund: 55 - WASTEWATER							
Revenues							
Dept: 000							
4561 SEWER SERVICE CHARGES	4,696,643.00	4,696,643.00	4,268,560.28	434,843.79	0.00	428,082.72	90.9
4610 INTEREST EARNED	10,000.00	10,000.00	35,868.06	0.00	0.00	-25,868.06	358.7
4790 NOT OTHERWISE CLASSIFIED	500.00	500.00	0.00	0.00	0.00	500.00	0.0
Dept: 000	4,707,143.00	4,707,143.00	4,304,428.34	434,843.79	0.00	402,714.66	91.4
Revenues	4,707,143.00	4,707,143.00	4,304,428.34	434,843.79	0.00	402,714.66	91.4
Expenditures							
Dept: 520 WASTEWATER OPERATIONS							
5101 SALARIES - FULL TIME	678,303.00	678,303.00	505,701.96	53,272.17	0.00	172,601.04	74.6
5103 OVERTIME	30,000.00	30,000.00	14,529.16	1,156.65	0.00	15,470.84	48.4
5104 COURT/TRAVEL/STANDBY	25,550.00	25,550.00	14,320.15	1,408.68	0.00	11,229.85	56.0
5105 CERTIFICATE PAY	26,000.00	26,000.00	1,000.00	100.00	0.00	25,000.00	3.8
5108 SPECIALTY PAY 5%	2,600.00	2,600.00	0.00	0.00	0.00	2,600.00	0.0
5110 UNIFORM ALLOWANCE	10,000.00	10,000.00	7,188.03	0.00	0.00	2,811.97	71.9
5111 RETIREMENT	53,795.00	53,795.00	36,781.69	3,878.03	0.00	17,013.31	68.4
5112 FICA	60,369.00	60,369.00	39,800.86	4,147.99	0.00	20,568.14	65.9
5113 WORKER'S COMP	65,000.00	65,000.00	0.00	0.00	0.00	65,000.00	0.0
5114 UNEMPLOYMENT INS.	4,561.00	4,561.00	3,357.61	81.42	0.00	1,203.39	73.6
5115 HEALTH INSURANCE	96,240.00	96,240.00	41,530.62	4,842.73	0.00	54,709.38	43.2
5120 VEHICLE ALLOWANCE	1,260.00	1,260.00	650.00	0.00	0.00	610.00	51.6
5123 WELLNESS PROGRAM	4,920.00	4,920.00	280.04	39.99	0.00	4,639.96	5.7
5124 EDUCATION INCENTIVE	20,500.00	20,500.00	2,008.08	0.00	0.00	18,491.92	9.8
5201 ADVERTISING (INCL LEGAL)	3,000.00	3,000.00	259.17	0.00	0.00	2,740.83	8.6

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For the Period: 7/1/2019 to 3/31/2020

For the Period: 7/1/2019 to 3/31/2020	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 55 - WASTEWATER							
Expenditures							
Dept: 520 WASTEWATER OPERATIONS							
5210 CONTRACT SERVICE	225,000.00	225,000.00	93,091.39	326.55	0.00	131,908.61	41.4
5211 PROGRAMS (BF, RDA, ETC)	800.00	800.00	0.00	0.00	0.00	800.00	0.0
5230 GENERAL LIABILITY INSURANCE	200,000.00	200,000.00	0.00	0.00	0.00	200,000.00	0.0
5240 M & O IMPROVEMENTS	1,500.00	1,500.00	918.00	102.00	0.00	582.00	61.2
5241 MAINTENANCE OF EQUIPMENT	900,000.00	900,000.00	393,141.00	33,981.12	0.00	506,859.00	43.7
5242 VEHICLE FUEL	25,000.00	25,000.00	16,912.89	1,626.24	0.00	8,087.11	67.7
5250 PUBLICATION/DUES	40,000.00	40,000.00	26,065.29	0.00	0.00	13,934.71	65.2
5252 RENT OF EQUIPMENT / PROPERTY	3,500.00	3,500.00	10,840.50	10,840.50	0.00	-7,340.50	309.7
5260 TELEPHONE	8,500.00	8,500.00	7,303.26	410.87	0.00	1,196.74	85.9
5262 TESTING SERVICES	27,000.00	27,000.00	10,128.00	2,322.00	0.00	16,872.00	37.5
5263 CHEMICALS	7,500.00	7,500.00	0.00	0.00	0.00	7,500.00	0.0
5265 TRAINING/EDUCATION	2,000.00	2,000.00	900.00	0.00	0.00	1,100.00	45.0
5270 TRAVEL & MEETINGS	7,000.00	7,000.00	3,874.54	0.00	0.00	3,125.46	55.4
5280 UTILITIES - ELECTRIC	220,000.00	220,000.00	158,992.91	19,332.26	0.00	61,007.09	72.3
5281 UTILITIES - GAS	1,600.00	1,600.00	424.42	30.70	0.00	1,175.58	26.5
5301 OFFICE SUPPLIES	8,000.00	8,000.00	3,362.93	119.04	0.00	4,637.07	42.0
5302 CUSTODIAL SUPPLIES	2,500.00	2,500.00	1,136.98	157.22	0.00	1,363.02	45.5
5303 BANK CHARGES	25,000.00	25,000.00	8,562.52	801.51	0.00	16,437.48	34.3
5305 POSTAGE/FREIGHT	8,000.00	8,000.00	6,194.87	661.74	0.00	1,805.13	77.4
5310 SAFETY/EQUIPMENT/CLOTHING	6,000.00	6,000.00	9,117.91	1,738.10	0.00	-3,117.91	152.0
5320 SMALL TOOLS	13,500.00	13,500.00	17,366.44	0.00	0.00	-3,866.44	128.6
5330 SPECIAL DEPARTMENTAL SUPPLIES	10,000.00	10,000.00	2,352.27	31.32	0.00	7,647.73	23.5
5420 BUILDINGS	290,000.00	290,000.00	0.00	0.00	0.00	290,000.00	0.0
5440 EQUIPMENT - AUTOMOTIVE	56,500.00	56,500.00	45,286.33	0.00	0.00	11,213.67	80.2
5442 EQUIPMENT - OTHER	191,265.00	191,265.00	10,712.22	47.49	0.00	180,552.78	5.6
5520 DEBT SERVICE	1,426,976.00	1,426,976.00	1,019,802.26	0.00	0.00	407,173.74	71.5
5521 TRUSTEE FEES	4,500.00	4,500.00	0.00	0.00	0.00	4,500.00	0.0
5910 OPERATING TRANSFERS OUT	38,045.00	38,045.00	19,024.00	0.00	0.00	19,021.00	50.0
5990 CONTINGENCY APPROPRIATION	90,000.00	90,000.00	0.00	0.00	0.00	90,000.00	0.0
WASTEWATER OPERATIONS	4,921,784.00	4,921,784.00	2,532,918.30	141,456.32	0.00	2,388,865.70	51.5
Dept: 555 COLLECTIONS & DISTRIBUTION							
5101 SALARIES - FULL TIME	31,767.00	31,767.00	23,137.60	2,349.60	0.00	8,629.40	72.8
5103 OVERTIME	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
5111 RETIREMENT	2,324.00	2,324.00	1,636.04	164.11	0.00	687.96	70.4
5112 FICA	2,649.00	2,649.00	1,776.41	177.32	0.00	872.59	67.1
5114 UNEMPLOYMENT INS.	341.00	341.00	188.14	3.33	0.00	152.86	55.2
5115 HEALTH INSURANCE	7,200.00	7,200.00	3,703.81	403.14	0.00	3,496.19	51.4
5123 WELLNESS PROGRAM	360.00	360.00	0.00	0.00	0.00	360.00	0.0

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City of Imperial

For the Period: 7/1/2019 to 3/31/2020

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 56 - WASTEWATER CAPACITY							
Expenditures							
Dept: 520 WASTEWATER OPERATIONS							
5201 ADVERTISING (INCL LEGAL)	0.00	0.00	23.74	0.00	0.00	-23.74	0.0
5210 CONTRACT SERVICE	150,000.00	150,000.00	46,070.69	0.00	0.00	103,929.31	30.7
WASTEWATER OPERATIONS	150,000.00	150,000.00	46,094.43	0.00	0.00	103,905.57	30.7
Expenditures	150,000.00	150,000.00	46,094.43	0.00	0.00	103,905.57	30.7
Fund: 57 - WASTEWATER BOND 2019							
Revenues							
Dept: 000							
4610 INTEREST EARNED	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
Dept: 000	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
Revenues	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
Expenditures							
Dept: 520 WASTEWATER OPERATIONS							
5210 CONTRACT SERVICE	500,000.00	500,000.00	86,648.55	26,046.13	0.00	413,351.45	17.3
5241 MAINTENANCE OF EQUIPMENT	0.00	0.00	871.15	0.00	0.00	-871.15	0.0
5301 OFFICE SUPPLIES	0.00	0.00	74.00	0.00	0.00	-74.00	0.0
5430 IMPROVEMENTS OTHER THAN BLDGS	4,000,000.00	4,000,000.00	1,723,270.57	609,338.81	0.00	2,276,729.43	43.1
WASTEWATER OPERATIONS	4,500,000.00	4,500,000.00	1,810,864.27	635,384.94	0.00	2,689,135.73	40.2
Expenditures	4,500,000.00	4,500,000.00	1,810,864.27	635,384.94	0.00	2,689,135.73	40.2
Fund: 64 - FIRE IMPACT FEES							
Revenues							
Dept: 000							
4250 IMPACT FEES - FIRE	15,000.00	15,000.00	48,061.57	348.96	0.00	-33,061.57	320.4
4610 INTEREST EARNED	10.00	10.00	393.16	0.00	0.00	-383.16	3931.6
Dept: 000	15,010.00	15,010.00	48,454.73	348.96	0.00	-33,444.73	322.8
Revenues	15,010.00	15,010.00	48,454.73	348.96	0.00	-33,444.73	322.8
Expenditures							
Dept: 220 FIRE							
5201 ADVERTISING (INCL LEGAL)	0.00	0.00	23.75	0.00	0.00	-23.75	0.0
5210 CONTRACT SERVICE	2,500.00	2,500.00	2,382.72	0.00	0.00	117.28	95.3
FIRE	2,500.00	2,500.00	2,406.47	0.00	0.00	93.53	96.3
Expenditures	2,500.00	2,500.00	2,406.47	0.00	0.00	93.53	96.3
Fund: 65 - POLICE IMPACT FEES							
Revenues							
Dept: 000							
4251 IMPACT FEES - POLICE	45,000.00	45,000.00	94,267.43	726.51	0.00	-49,267.43	209.5
4610 INTEREST EARNED	1,000.00	1,000.00	3,017.96	0.00	0.00	-2,017.96	301.8
Dept: 000	46,000.00	46,000.00	97,285.39	726.51	0.00	-51,285.39	211.5
Revenues	46,000.00	46,000.00	97,285.39	726.51	0.00	-51,285.39	211.5
Expenditures							
Dept: 210 POLICE MANAGEMENT SERVICES							
5201 ADVERTISING (INCL LEGAL)	0.00	0.00	23.75	0.00	0.00	-23.75	0.0
5210 CONTRACT SERVICE	2,500.00	2,500.00	2,382.81	0.00	0.00	117.19	95.3

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City of Imperial

For the Period: 7/1/2019 to 3/31/2020

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 65 - POLICE IMPACT FEES							
Expenditures							
POLICE MANAGEMENT SERVICES	2,500.00	2,500.00	2,406.56	0.00	0.00	93.44	96.3
Expenditures	2,500.00	2,500.00	2,406.56	0.00	0.00	93.44	96.3
Fund: 66 - ADMINISTRATIVE IMPACT FEES							
Revenues							
Dept: 000							
4254 IMPACT FEES - ADMIN	45,000.00	45,000.00	98,739.66	761.73	0.00	-53,739.66	219.4
4610 INTEREST EARNED	800.00	800.00	2,829.77	0.00	0.00	-2,029.77	353.7
Dept: 000	45,800.00	45,800.00	101,569.43	761.73	0.00	-55,769.43	221.8
Revenues	45,800.00	45,800.00	101,569.43	761.73	0.00	-55,769.43	221.8
Expenditures							
Dept: 190 GENERAL SERVICES							
5201 ADVERTISING (INCL LEGAL)	0.00	0.00	23.75	0.00	0.00	-23.75	0.0
5210 CONTRACT SERVICE	2,500.00	2,500.00	2,382.82	0.00	0.00	117.18	95.3
GENERAL SERVICES	2,500.00	2,500.00	2,406.57	0.00	0.00	93.43	96.3
Expenditures	2,500.00	2,500.00	2,406.57	0.00	0.00	93.43	96.3
Fund: 67 - LIBRARY IMPACT FEES							
Revenues							
Dept: 000							
4255 IMPACT FEES - LIBRARY	30,000.00	30,000.00	50,880.02	790.56	0.00	-20,880.02	169.6
4610 INTEREST EARNED	700.00	700.00	2,118.62	0.00	0.00	-1,418.62	302.7
Dept: 000	30,700.00	30,700.00	52,998.64	790.56	0.00	-22,298.64	172.6
Revenues	30,700.00	30,700.00	52,998.64	790.56	0.00	-22,298.64	172.6
Expenditures							
Dept: 410 LIBRARY SERVICES							
5201 ADVERTISING (INCL LEGAL)	0.00	0.00	23.75	0.00	0.00	-23.75	0.0
5210 CONTRACT SERVICE	2,500.00	2,500.00	2,382.82	0.00	0.00	117.18	95.3
LIBRARY SERVICES	2,500.00	2,500.00	2,406.57	0.00	0.00	93.43	96.3
Expenditures	2,500.00	2,500.00	2,406.57	0.00	0.00	93.43	96.3
Fund: 68 - PARK IMPACT FEES							
Revenues							
Dept: 000							
4256 IMPACT FEES - PARKS	180,000.00	180,000.00	290,567.34	4,514.76	0.00	-110,567.34	161.4
4610 INTEREST EARNED	2,500.00	2,500.00	3,497.73	0.00	0.00	-997.73	139.9
Dept: 000	182,500.00	182,500.00	294,065.07	4,514.76	0.00	-111,565.07	161.1
Revenues	182,500.00	182,500.00	294,065.07	4,514.76	0.00	-111,565.07	161.1
Expenditures							
Dept: 420 PARKS MAINTENANCE SERVICES							
5201 ADVERTISING (INCL LEGAL)	3,000.00	3,000.00	538.84	0.00	0.00	2,461.16	18.0
5210 CONTRACT SERVICE	20,000.00	20,000.00	158,387.22	807.50	0.00	-138,387.22	791.9
5330 SPECIAL DEPARTMENTAL SUPPLIES	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
5430 IMPROVEMENTS OTHER THAN BLDGS	200,000.00	200,000.00	138,186.24	0.00	0.00	61,813.76	69.1
5910 OPERATING TRANSFERS OUT	40,000.00	40,000.00	0.00	0.00	0.00	40,000.00	0.0
PARKS MAINTENANCE SERVICES	268,000.00	268,000.00	297,112.30	807.50	0.00	-29,112.30	110.9

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City of Imperial

For the Period: 7/1/2019 to 3/31/2020

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 68 - PARK IMPACT FEES							
Expenditures	268,000.00	268,000.00	297,112.30	807.50	0.00	-29,112.30	110.9
Fund: 69 - CIRCULATION IMPACT FEES							
Revenues							
Dept: 000							
4257 IMPACT FEES-CIRCULATION	90,000.00	90,000.00	122,718.65	1,544.28	0.00	-32,718.65	136.4
4610 INTEREST EARNED	200.00	200.00	2,003.78	0.00	0.00	-1,803.78	1001.9
Dept: 000	90,200.00	90,200.00	124,722.43	1,544.28	0.00	-34,522.43	138.3
Revenues	90,200.00	90,200.00	124,722.43	1,544.28	0.00	-34,522.43	138.3
Expenditures							
Dept: 320 STREET MAINTENANCE							
5201 ADVERTISING (INCL LEGAL)	0.00	0.00	23.74	0.00	0.00	-23.74	0.0
5210 CONTRACT SERVICE	2,500.00	2,500.00	2,382.82	0.00	0.00	117.18	95.3
5430 IMPROVEMENTS OTHER THAN BLDGS	450,000.00	450,000.00	0.00	0.00	0.00	450,000.00	0.0
STREET MAINTENANCE	452,500.00	452,500.00	2,406.56	0.00	0.00	450,093.44	0.5
Expenditures	452,500.00	452,500.00	2,406.56	0.00	0.00	450,093.44	0.5
Fund: 81 - SB1 ROAD & REHABILITATION							
Revenues							
Dept: 000							
4459 OTHER FED GRANTS	306,417.00	306,417.00	279,075.85	27,335.25	0.00	27,341.15	91.1
4610 INTEREST EARNED	50.00	50.00	1,797.62	0.00	0.00	-1,747.62	3595.2
Dept: 000	306,467.00	306,467.00	280,873.47	27,335.25	0.00	25,593.53	91.6
Revenues	306,467.00	306,467.00	280,873.47	27,335.25	0.00	25,593.53	91.6
Expenditures							
Dept: 320 STREET MAINTENANCE							
5201 ADVERTISING (INCL LEGAL)	0.00	0.00	6,203.48	0.00	0.00	-6,203.48	0.0
5210 CONTRACT SERVICE	5,000.00	5,000.00	2,490.00	830.00	0.00	2,510.00	49.8
5430 IMPROVEMENTS OTHER THAN BLDGS	676,057.00	676,057.00	53,508.56	0.00	0.00	622,548.44	7.9
STREET MAINTENANCE	681,057.00	681,057.00	62,202.04	830.00	0.00	618,854.96	9.1
Expenditures	681,057.00	681,057.00	62,202.04	830.00	0.00	618,854.96	9.1
Fund: 83 - EDA							
Expenditures							
Dept: 510 WATER OPERATIONS							
5210 CONTRACT SERVICE	291,105.00	291,105.00	0.00	0.00	0.00	291,105.00	0.0
WATER OPERATIONS	291,105.00	291,105.00	0.00	0.00	0.00	291,105.00	0.0
Dept: 520 WASTEWATER OPERATIONS							
5210 CONTRACT SERVICE	291,105.00	291,105.00	0.00	0.00	0.00	291,105.00	0.0
WASTEWATER OPERATIONS	291,105.00	291,105.00	0.00	0.00	0.00	291,105.00	0.0
Expenditures	582,210.00	582,210.00	0.00	0.00	0.00	582,210.00	0.0
Fund: 94 - SUCCESSOR AGENCY FUND							
Revenues							
Dept: 000							
4110 PROPERTY TAXES - SECURED	1,302,896.00	1,302,896.00	870,984.26	0.00	0.00	431,911.74	66.8
4610 INTEREST EARNED	500.00	500.00	6,118.76	0.00	0.00	-5,618.76	1223.8

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City of Imperial

For the Period: 7/1/2019 to 3/31/2020

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 94 - SUCCESSOR AGENCY FUND							
Revenues							
Dept: 000	1,303,396.00	1,303,396.00	877,103.02	0.00	0.00	426,292.98	67.3
Revenues	1,303,396.00	1,303,396.00	877,103.02	0.00	0.00	426,292.98	67.3
Expenditures							
Dept: 904 SUCCESSOR AGENCY							
5210 CONTRACT SERVICE	7,400.00	7,400.00	0.00	0.00	0.00	7,400.00	0.0
5520 DEBT SERVICE	1,410,595.00	1,410,595.00	1,085,917.50	0.00	0.00	324,677.50	77.0
5521 TRUSTEE FEES	9,000.00	9,000.00	0.00	0.00	0.00	9,000.00	0.0
5910 OPERATING TRANSFERS OUT	250,000.00	250,000.00	250,000.00	0.00	0.00	0.00	100.0
SUCCESSOR AGENCY	1,676,995.00	1,676,995.00	1,335,917.50	0.00	0.00	341,077.50	79.7
Expenditures	1,676,995.00	1,676,995.00	1,335,917.50	0.00	0.00	341,077.50	79.7
Fund: 95 - SUCCESSOR RDA HOUSING FUND							
Revenues							
Dept: 000							
4610 INTEREST EARNED	2,000.00	2,000.00	1,606.63	13.70	0.00	393.37	80.3
4620 RENTS	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.0
Dept: 000	12,000.00	12,000.00	1,606.63	13.70	0.00	10,393.37	13.4
Revenues	12,000.00	12,000.00	1,606.63	13.70	0.00	10,393.37	13.4
Expenditures							
Dept: 905 LOW TO MODERATE HOUSING FUND							
5201 ADVERTISING (INCL LEGAL)	0.00	0.00	231.49	231.49	0.00	-231.49	0.0
5210 CONTRACT SERVICE	0.00	0.00	56,115.00	0.00	0.00	-56,115.00	0.0
5241 MAINTENANCE OF EQUIPMENT	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.0
5430 IMPROVEMENTS OTHER THAN BLDGS	695,000.00	695,000.00	198,932.27	0.00	0.00	496,067.73	28.6
LOW TO MODERATE HOUSING FUND	705,000.00	705,000.00	255,278.76	231.49	0.00	449,721.24	36.2
Expenditures	705,000.00	705,000.00	255,278.76	231.49	0.00	449,721.24	36.2
Fund: 96 - SUCCESSOR RDA PROJECT FUND							
Revenues							
Dept: 000							
4610 INTEREST EARNED	50.00	50.00	0.00	0.00	0.00	50.00	0.0
Dept: 000	50.00	50.00	0.00	0.00	0.00	50.00	0.0
Revenues	50.00	50.00	0.00	0.00	0.00	50.00	0.0
Expenditures							
Dept: 906 REDEVELOPMENT PROJECT FUND							
5330 SPECIAL DEPARTMENTAL SUPPLIES	116,847.00	116,847.00	0.00	0.00	0.00	116,847.00	0.0
REDEVELOPMENT PROJECT FUND	116,847.00	116,847.00	0.00	0.00	0.00	116,847.00	0.0
Expenditures	116,847.00	116,847.00	0.00	0.00	0.00	116,847.00	0.0
Fund: 98 - SUCCESSOR RDA DEBT SERVIC							
Revenues							
Dept: 000							
4610 INTEREST EARNED	0.00	0.00	456.39	0.00	0.00	-456.39	0.0
Dept: 000	0.00	0.00	456.39	0.00	0.00	-456.39	0.0

REVENUE/EXPENDITURE REPORT

Page: 26
4/22/2020
11:23 am

City of Imperial

For the Period: 7/1/2019 to 3/31/2020

Original Bud.

Amended Bud.

YTD Actual

CURR MTH

Encumb. YTD

UnencBal % Bud

Fund: 98 - SUCCESSOR RDA DEBT SERVIC

Revenues	0.00	0.00	456.39	0.00	0.00	-456.39	0.0
Grand Total Net Effect:	-5,898,398.00	-5,898,398.00	2,225,067.96	-503,520.61	42.54	-8,123,423.42	

DATE SUBMITTED 04/29/20
 SUBMITTED BY Sgt. Max Sheffield
 DATE ACTION REQUIRED 05/06/20

COUNCIL ACTION (X)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS ()

[Handwritten signature]

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: Internet Crimes Against Children Task Force MOU		
DEPARTMENT INVOLVED: Police		
BACKGROUND/SUMMARY: The Internet Crimes Against Children (ICAC) Task Force has provided the City of Imperial Police Department an MOU to assist in their mission. The San Diego Internet Crimes Against Children Task Force is responsible for the ICAC mission in the Counties of San Diego, Riverside and Imperial. The Task Force relies heavily on its affiliate program to assist in the investigation of online child exploitation. The Imperial Police Department is a necessary affiliate to assist with this mission. The San Diego Internet Crimes Against Children Task Force budgeted funds for equipment, investigative travel and training travel for the Imperial Police Department's representative on the Task Force at the ICAC Commanders discretion. Please see attached MOU for more information.		
FISCAL IMPACT: NONE	FINANCE INITIALS <i>[Signature]</i>	
STAFF RECOMMENDATION:	DEPT. INITIALS <i>MS #1/51</i>	
MANAGER'S RECOMMENDATION: <i>approve</i>	CITY MANAGER'S INITIALS <i>JTM</i>	
MOTION:		
SECONDED: AYES: NAYES: ABSENT:	APPROVED () DISAPPROVED () REFERRED TO:	
REJECTED () DEFERRED ()		



COPY

APPENDIX D
COMPENSATION SCHEDULE
IMPERIAL POLICE DEPARTMENT

The San Diego Police Department's Internet Crimes Against Children Task Force is the recipient of two grants for Internet Crimes Against Children (ICAC) investigations. (1) the Department of Justice, Office of Juvenile Justice Delinquency Program (OJJDP) and (2) the California Governor's Office of Emergency Services (Cal-OES) ICAC Grant.

The San Diego Internet Crimes Against Children Task Force is responsible for the ICAC mission in the Counties of San Diego, Riverside and Imperial. The Task Force relies heavily on its affiliate program to assist in the investigation of online child exploitation. The Imperial Police Department is a necessary affiliate to assist with this mission. The San Diego Internet Crimes Against Children Task Force budgeted funds for equipment, investigative travel and training travel for the Imperial Police Department's representative on the Task Force at the ICAC Commanders discretion..

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO POLICE DEPARTMENT INTERNET CRIMES AGAINST
CHILDREN TASK FORCE
AND
IMPERIAL POLICE DEPARTMENT**

THIS AGREEMENT is made this day of _____, 20__ in the City and County of San Diego, State of California, by and between the Imperial Police Department ("SUBRECIPIENT") and the CITY OF SAN DIEGO, a municipal corporation ("San Diego" or "City"), acting by and through the San Diego Police Department.

RECITALS

WHEREAS, the San Diego Police Department ("SDPD") is the recipient of federal grant funds from the U.S. Department of Justice (DOJ), Office of Juvenile Justice and Delinquency Prevention Department (OJJDP); and the California Governor's Office of Emergency Management (Cal-OES).

WHEREAS, In January 2020, the Parties entered into an Memorandum of Agreement for the period January 1, 2020 to December 31, 2025: as references in section 3.1 of this agreement

WHEREAS, The City of San Diego and the San Diego Police Department continues to be the recipient of the federal and state grant funds and has established a task force for the purpose of detecting, investigating, and preventing Internet Crimes Against Children ("ICAC") and will continue to apply for the grant funds in the future; and

WHEREAS, the ICAC Task Force does not directly or indirectly employ personnel assigned to the task force. The ICAC Task Force is established for the coordination of applicable investigation and does not establish employer employee relationships with the personnel assigned to the ICAC task Force from the participating agencies; and

WHEREAS, It is the express intent of the Parties, as well as the U.S. Department of Justice, Office of Justice programs, Office of Juvenile Justice and Delinquency Prevention ("OJJDP") and the California Governor's Office of Emergency Services ("Cal-EOS") that this partnership occur.

**ARTICLE 1
DEFINITIONS**

1.1 **Specific Terms.** Unless the context requires otherwise, the following capitalized terms (whether singular or plural) shall have the meanings set forth below:

(a) "**ADA**" shall mean the Americans with Disabilities Act (including all rules and regulations there under) and all other applicable federal, state and local disability rights legislation, as the same may be amended, modified or supplemented from time to time.

(b) "**Authorized Expenditures**" shall mean expenditures for those purposes identified and budgeted in the SUBRECIPIENT Award Letter (Appendix A) and/or approved modification.

(c) "**Event of Default**" shall have the meaning set forth in Section 7.1.

(d) **"Fiscal Quarter"** shall mean each period of three calendar months commencing on July 1, October 1, January 1, and April 1, respectively.

(e) **"Grant Funds"** shall mean any and all funds allocated or disbursed to SUBRECIPIENT (DUNS# 10284890) under this Agreement. This Agreement shall specifically cover funds allocated or disbursed from the Department of Justice, per DOJ award notice dated October 1, 2018.

(f) **"Grant Plan"** shall mean the plans, performances, events, exhibitions, acquisitions or other activities or matter, and the budget and requirements, described in the approved Scope of Work (Appendix D). If SUBRECIPIENT requests any modification to the Grant Plan, SUBRECIPIENT shall submit a written request to the ICAC Commander with the following information: Scope of change requested, reason for change, proposed plan for change, summary of approved and requested modifications to the Grant Plan, and any necessary approvals in support of change.

(g) **"Indemnified Parties"** shall mean: (i) San Diego, including all commissions, departments including San Diego Police Department, agencies, and other subdivisions of San Diego; (ii) San Diego's elected officials, directors, officers, employees, agents, successors, and assigns; and (iii) all persons or entities acting on behalf of the foregoing.

(h) **"Losses"** shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or unfounded, of whatsoever kind and nature.

(i) **"Reimbursement Request"** shall have the meaning set forth in Section 3.(a).

(j) **"ICAC Commander"** shall mean The City of San Diego Police Department ICAC Project Manager (Detective Sergeant)

1.2 **Additional Terms.** The terms "as directed," "as required" or "as permitted" and similar terms shall refer to the direction, requirement, or permission of City. The terms "sufficient," "necessary" or "proper" and similar terms shall mean sufficient, necessary or proper in the sole judgment of City. The terms "approval," "acceptable" or "satisfactory" or similar terms shall mean approved by, or acceptable or satisfactory to, City. The terms "include," "included" or "including" and similar terms shall be deemed to be followed by the words "without limitation." The use of the term "subcontractor," "subgrantee," "successor" or "assign" herein refers only to a subcontractor, subgrantee, successor or assign expressly permitted under Article 8.

1.3 **References to this Agreement.** References to this Agreement include: (a) any and all appendices, exhibits, schedules, and attachments hereto; (b) any and all statutes, ordinances, regulations or other documents expressly incorporated by reference herein; and (c) any and all amendments, modifications or supplements hereto made in accordance with Section 10.2. References to articles, sections, subsections or appendices refer to articles, sections or subsections of or appendices to this Agreement, unless otherwise expressly stated. Terms such as "hereunder," "herein" or "hereto" refer to this Agreement as a whole.

1.4 **Reference to laws.** Any reference in this Agreement to a federal or state statute, regulation, executive order, requirement, policy, guide, guideline, information bulletin, or instruction shall mean that statute, regulation, executive order, requirement, policy, guide, guideline, information bulletin, or instruction as is currently in effect and as may be amended, modified or supplemented from time to time.

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**ARTICLE 2
ALLOCATION AND CERTIFICATION OF GRANT FUNDS;
LIMITATIONS ON SAN DIEGO'S OBLIGATIONS**

2.1 **Risk of Non-Allocation of Grant Funds.** This Agreement is subject to all federal grant requirements and guidelines, including DOJ requirements, guidelines, information bulletins, and instructions, the decision-making of the DOJ and the ICAC Commander, the terms and conditions of the grant award; the approved application, and to the extent applicable the budget and fiscal provisions of the San Diego City Charter. The ICAC Commander shall have no obligation to allocate or direct disbursement of funds for this Agreement in lieu of allocations for new or other agreements. SUBRECIPIENT acknowledges and agrees that grant decisions are subject to the discretion of the DOJ and the ICAC Commander. Further, SUBRECIPIENT acknowledges and agrees that the City shall have no obligation to disburse grant funds to SUBRECIPIENT until City and SUBRECIPIENT have fully and finally executed this Agreement. SUBRECIPIENT acknowledges and agrees that if it takes any action, informal or formal, to appropriate, encumber or expend Grant Funds before final allocation decisions by DOJ and the ICAC Commander, and before this Agreement is fully and finally executed, it assumes all risk of possible non-allocation or non-reimbursement of funds, and such acknowledgement and agreement is part of the consideration of this Agreement.

2.2 **Certification of Controller; Guaranteed Maximum Costs.** No funds shall be available under this Agreement without prior written authorization certified by the San Diego Chief Financial Officer as set forth in Section 39 of the City of San Diego City Charter:

“No contract, agreement, or other obligation for the expenditure of public funds shall be entered into by any officer of the City and no such contract shall be valid unless the Chief Financial Officer shall certify in writing that there has been made an appropriation to cover the expenditure and that there remains a sufficient balance to meet the demand thereof.”

**ARTICLE 3
PERFORMANCE OF THE AGREEMENT**

3.1 **Duration of Term.** The term of this Agreement shall commence on JANUARY 1, 2020 and shall end at 11:59 p.m. San Diego time on DECEMBER 31, 2025.

3.2 **Maximum Amount of Funds.** In no event shall the amount of Grant Funds disbursed hereunder exceed the amount awarded under the SUBRECIPIENT Award letter (Appendix A), and/or approved modification. The City will not automatically transfer Grant Funds to SUBRECIPIENT upon execution of this Agreement. SUBRECIPIENT must submit a Reimbursement Request under Section 3.10 of this Agreement, approved by the ICAC Commander and City, before the City will disburse Grant Funds to SUBRECIPIENT.

3.3 **Use of Funds.**

(a) General Requirements. SUBRECIPIENT shall use the Grant Funds received under this Agreement for the purposes and in the amounts set forth in the Grant Plan. SUBRECIPIENT shall not use or expend Grant Funds for any other purpose, including but not limited to, for matching funds for other federal grants/cooperative agreements, lobbying or intervention in federal regulatory or adjudicatory proceedings, or to sue the federal government or any other government entity. SUBRECIPIENT shall not permit any federal employee to receive Grant Funds.

COPY

(b) Modification of Grant Plan. Under Sections 1.1(f) and 10.2 of this Agreement, SUBRECIPIENT may submit a written request to modify the Grant Plan. SUBRECIPIENT shall not appropriate, encumber or expend any additional or reallocated Grant Funds pursuant to such a request for modification until the ICAC Commander or designee has provided written approval for the request. In addition, if the modification request requires approval from the DOJ, as determined by the ICAC Commander in conjunction with the San Diego Police Department Grants Coordinator, SUBRECIPIENT shall not appropriate, encumber or expend any additional or reallocated Grant Funds pursuant to the modification request without approval from the ICAC Commander and/or DOJ.

(c) No Supplanting. SUBRECIPIENT shall use Grant Funds to supplement existing funds, and not replace (supplant) funds that have been appropriated for the same purpose.

(d) Obligations. SUBRECIPIENT must expend Grant Funds in a timely manner consistent with the grant milestones, guidance and assurances; and make satisfactory progress toward the goals, objectives, milestones and deliverables in this Agreement.

3.4 **Grant Assurances; Other Requirements; Cooperation with Monitoring.**

(a) SUBRECIPIENT shall comply with all Grant Assurances included in Appendix B, attached hereto and incorporated by reference as though fully set forth herein. SUBRECIPIENT shall require all subgrantees, contractors and other entities receiving Grant Funds through or from SUBRECIPIENT to execute a copy of the Grant Assurances, and shall ensure that they comply with those Grant Assurances.

(b) In addition to complying with all Grant Assurances, SUBRECIPIENT shall comply with all applicable statutes, regulations, executive orders, requirements, policies, guides, guidelines, information bulletins, DOJ grant management memos, and instructions; the terms and conditions of the grant award; the approved application, and any conditions imposed by DOJ or the ICAC Commander. SUBRECIPIENT shall require and ensure that all subgrantees, contractors and other entities receiving Grant Funds through or from SUBRECIPIENT comply with all applicable statutes, regulations, executive orders, requirements, policies, guides, guidelines, information bulletins, DOJ grant management memos, and instructions; the terms and conditions of the grant award; the approved application, and any conditions imposed by the DOJ or the ICAC Commander.

(c) SUBRECIPIENT shall promptly comply with all standards, specifications and formats of San Diego and the ICAC Commander, as they may from time to time exist, related to evaluation, planning and monitoring of the Grant Plan and compliance with this Agreement. SUBRECIPIENT shall cooperate in good faith with San Diego and the ICAC Commander in any evaluation, inspection, planning or monitoring activities conducted or authorized by DOJ or the City. For ensuring compliance with non-supplanting requirements, upon request by City or the ICAC Commander, SUBRECIPIENT shall supply documentation certifying that a reduction of non-federal resources occurred for reasons other than the receipt or expected receipt of Grant Funds.

3.5 **Administrative, Programmatic and Financial Management Requirements.** SUBRECIPIENT shall establish and maintain administrative, programmatic and financial management systems and records in accordance with federal requirements. This provision requires, at a minimum, that SUBRECIPIENT comply with the following non-exclusive list of regulations commonly applicable to DOJ grants, as applicable to this Agreement and the Grant Plan:

- 
- (a) Administrative Requirements:
 - 1. 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (formerly 44 CFR Part 13, OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133).
 - (b) Cost Principles:
 - 1. 2 CFR Part 200, Subpart E - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (formerly 44 CFR Part 13, OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133);
 - 2. Federal Acquisition Regulations (FAR), Part 31.2 *Contract Principles and Procedures, Contracts with Commercial Organizations*.
 - (c) Audit Requirements:
 - 1. 2 CFR Part 200 Subpart F - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (formerly 44 CFR Part 13, OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133).

3.6 **Procurement Requirements.**

- (a) General Requirements. SUBRECIPIENT shall follow its own procurement requirements as long as those requirements comply with all applicable federal statutes, regulations, requirements, policies, guides, guidelines and instructions.
- (b) Bond requirement. SUBRECIPIENT shall obtain a performance bond for any equipment items over \$250,000 or any vehicle, aircraft or watercraft financed with Grant Funds.

3.7 **Subgrantee and Contractor Requirements.**

- (a) SUBRECIPIENT shall ensure and independently verify that any subgrantee, contractor or other entity receiving Grant Funds through or from SUBRECIPIENT is not debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs, under Executive Orders 12549 and 12689, as implemented at 2 CFR Part 3000. SUBRECIPIENT shall obtain documentation of eligibility before disbursing Grant Funds to any subgrantee, contractor or other entity. SUBRECIPIENT shall maintain documentary proof of this verification in its files. SUBRECIPIENT shall establish procedures for the effective use of the "Excluded Parties List System," to assure that it does not provide Grant Funds to excluded parties. SUBRECIPIENT shall also establish procedures to provide for effective use and/or dissemination of the list to assure that its grantees and subgrantees, including contractors, at any tier do not make awards in violation of the non-procurement debarment and suspension common rule.
- (b) SUBRECIPIENT shall ensure that any subgrantee, contractor or other entity receiving Grant Funds through or from SUBRECIPIENT complies with the requirements of 44 CFR Part 18, *New Restrictions on Lobbying*; and
- (c) SUBRECIPIENT shall ensure that any subgrantee, contractor or other entity receiving Grant Funds through or from SUBRECIPIENT complies with the requirements of 2 CFR Part 3001, *Requirements for Drug-Free Workplace (Financial Assistance)*.

3.8 **Monitoring Grant Performance.**

- (a) City and the San Diego Police Grants Management Team are both authorized to perform periodic monitoring reviews of SUBRECIPIENT's performance under this Agreement, to ensure that the

Grant Plan goals, objectives, performance requirements, timelines, milestone completion, budgets and other criteria are being met. Monitoring may involve a combination of desk-based reviews and on-site monitoring visits, inspection of records, and verifications of grant activities. These reviews will involve a review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. The reviews may include, but are not limited to:

1. Evaluating eligibility of expenditures;
2. Comparing actual grant activities to those approved by the ICAC Commander and specified in the Grant Plan;
3. Ensuring that any advances have been deposited in an interest bearing account and disbursed in accordance with applicable guidelines, if applicable; and
4. Confirming compliance with: Grant Assurances; information provided on performance reports and payment requests; and needs and threat assessments and strategies.

(b) SUBRECIPIENT is responsible for monitoring and auditing the grant activities of any subgrantee, contractor or other entity receiving Grant Funds through or from SUBRECIPIENT. This requirement includes but is not limited to mandatory on-site verification visits.

(c) If after any monitoring review, the DOJ makes findings that require a Corrective Action Plan by SUBRECIPIENT, the City shall place a hold on all Reimbursement Requests from SUBRECIPIENT until the findings are resolved.

3.9 **Disbursement Procedures**. San Diego shall disburse Grant Funds to SUBRECIPIENT as follows:

(a) SUBRECIPIENT shall submit to the ICAC Commander, in the manner specified for notices pursuant to Article 9, a Reimbursement Request containing a summary of all charges for the period, with the corresponding supporting documentation. The ICAC Commander shall serve as the primary contact for SUBRECIPIENT regarding any Reimbursement Request.

(b) The ICAC Commander, in conjunction with the San Diego Police Department Grants Coordinator, will review all Reimbursement Requests for compliance with this Agreement and all applicable guidelines and requirements. The ICAC Commander will return to SUBRECIPIENT any Reimbursement Request that is submitted and not approved by either the ICAC Commander and/or the San Diego Police Department Grants Coordinator, with a brief statement of the reason for the rejection of the Reimbursement Request.

(d) If a rejection relates only to a portion of the expenditures itemized in any Reimbursement Request, City shall have no obligation to disburse any Grant Funds for any other expenditures itemized in such Reimbursement Request unless and until SUBRECIPIENT submits a Reimbursement Request that is in all respects acceptable to the NIBRS Project Manager and the San Diego Police Department Grants Coordinator.

(e) If SUBRECIPIENT is not in compliance with any provision of this Agreement, City may withhold disbursement of Grant Funds until SUBRECIPIENT has taken corrective action and currently complies with all terms and conditions of the Agreement.

3.10 **Disallowance**. SUBRECIPIENT agrees that if it claims or receives reimbursement from City for an expenditure that is later disallowed by the federal government, SUBRECIPIENT shall promptly refund the disallowed amount to City upon City's written request. At its option, City may offset all or any

portion of the disallowed amount against any other payment due to SUBRECIPIENT hereunder or under any other Agreement with SUBRECIPIENT. Any such offset with respect to a portion of the disallowed amount shall not release SUBRECIPIENT from SUBRECIPIENT's obligation hereunder to refund the remainder of the disallowed amount.

3.11 **Sustainability.** Grant Funded programs that contain continuing personnel and operating expenses, over and above planning and implementation costs, must be sustained once the Grant Funding ends. If Equipment is purchased with grant funds the equipment must be sustained through the useful life of equipment. By executing this Agreement, SUBRECIPIENT acknowledges its responsibility and agrees to sustain continuing programs beyond the Grant Funding period. SUBRECIPIENT acknowledges and agrees that this sustainability requirement is a material term of the Agreement.

3.12 **National Energy Conservation Policy and Energy Policy Acts.** SUBRECIPIENT shall comply with the following requirements:

(a) Grant Funds may not be used in contravention of the Federal buildings performance and reporting requirements of Executive Order 13123, part 3 of Title V of the National Energy Conservation Policy Act (42 USC §8251 et seq.), or Subtitle A of Title I of the Energy Policy Act of 2005; and

(b) Grant Funds may not be used in contravention of Section 303 of the Energy Policy Act of 1992 (42 USC §13212).

3.13 **Royalty-Free License.** SUBRECIPIENT understands and agrees that the DOJ reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and authorize others to use, for federal government purposes: (a) the copyright in any work developed using Grant Funds; and (b) any rights of copyright that SUBRECIPIENT purchases or acquires using Grant Funds. SUBRECIPIENT shall consult with the ICAC Commander and DOJ regarding the allocation of any patent rights that arise from, or are purchased with, Grant Funds.

3.14 **Publication Statements.** SUBRECIPIENT shall ensure that all publications created or developed under this Agreement acknowledge awarding agency assistance. An acknowledgement of support shall be made through use of the following or comparable footnote: "This project was supported by Award Number 2018-MC-FX-KO55 awarded by the U.S. Department of Justice, Office of Juvenile Justice and Delinquency Program (OJJDP)" and Award Number IC18-10-7919 awarded by the California Governor's Office of Emergency Management (Cal_OES).

3.15 **Performance Period.** SUBRECIPIENT shall ensure that hard copies of all reimbursement requests and supporting documentation will be submitted to the ICAC Commander by the end of the project.

ARTICLE 4 REPORTING REQUIREMENTS; AUDITS

4.1 **Regular Reports.** SUBRECIPIENT shall provide, in a prompt and timely manner, financial, operational and other reports, as requested by the ICAC Commander, in form and substance satisfactory to the ICAC Project Manager and the Police Department Grants Coordinator. Such reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages, to the maximum extent possible.

4.2 **Notification of Defaults or Changes in Circumstances.** SUBRECIPIENT shall notify the ICAC Commander and City immediately of (a) any Event of Default or event that, with the passage of time, would constitute an Event of Default; (b) any change of circumstances that would cause any of the representations or warranties contained in Article 5 to be false or misleading at any time during the term of this Agreement; and (c) any change of circumstances or events that would cause SUBRECIPIENT to be out of compliance with the Grant Assurances in Appendix B.

4.3 **Books and Records.** SUBRECIPIENT shall establish and maintain accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds. Without limiting the scope of the foregoing, SUBRECIPIENT shall establish and maintain accurate financial books and accounting records relating to Authorized Expenditures and to Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. SUBRECIPIENT shall maintain all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than three (3) years after expiration of this Agreement or until any final audit by the DOJ has been fully completed, whichever is later.

4.4 **Inspection and Audit.** SUBRECIPIENT shall make available to the ICAC Commander, and to Police Department Grants Coordinator and City employees and authorized representatives, during regular business hours, all of the files, records, books, invoices, documents, payrolls and other data required to be established and maintained by SUBRECIPIENT under Section 4.3, and allow access and the right to examine those items. SUBRECIPIENT shall permit the ICAC Commander and City, and City employees and authorized representatives, to inspect, audit, examine and make excerpts and transcripts from any of the foregoing. The rights of the ICAC Commander and City pursuant to this Section shall remain in effect so long as SUBRECIPIENT has the obligation to maintain such files, records, books, invoices, documents, payrolls and other data under this Article 4. The DOJ, and the Comptroller General of the United States or designee, shall have the same inspection and audit rights as the City and the ICAC Commander. SUBRECIPIENT shall cooperate with any federal audit.

4.5 **Audit Report.** If the amount specified in Section 3.2 of this agreement is \$750,000 or more, SUBRECIPIENT shall submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with GAO's *Government Auditing Standards*, and 2 CFR Part 200 Subpart F - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. SUBRECIPIENT shall submit its audit report to the ICAC Commander no later than six months after the end of SUBRECIPIENT's fiscal year.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

SUBRECIPIENT represents and warrants each of the following as of the date of this Agreement and at all times throughout the term of this Agreement:

5.1 **No Misstatements.** No document furnished or to be furnished by SUBRECIPIENT to the ICAC Commander in connection with this Agreement, any Reimbursement Request or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

5.2 **Eligibility to Receive Federal Funds.** By executing this Agreement, SUBRECIPIENT certifies that it is eligible to receive federal funds, and specifically certifies as follows:

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(a) SUBRECIPIENT is not suspended, debarred or otherwise excluded from participation in federal assistance programs, as required by Executive Order 12549 and 12689, "Debarment and Suspension" and implemented at 2 CFR Part 3000.

(b) SUBRECIPIENT complies with 31 U.S.C. §1352, *Limitation on use of appropriated funds to influence federal contracting and financial transactions*, as implemented at 44 CFR Part 18 and 6 CFR Part 9.

(c) SUBRECIPIENT complies with the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. §701 et seq., as implemented in 2 CFR Part 3001, and will continue to provide a drug-free workplace as required under that Act and implementing regulations.

(d) SUBRECIPIENT is not delinquent in the repayment of any federal debt. See OMB Circular A-129.

SUBRECIPIENT acknowledges that these certifications of eligibility to receive federal funds are material terms of the Agreement.

ARTICLE 6 INDEMNIFICATION AND GENERAL LIABILITY

6.1 **Indemnification.** SUBRECIPIENT shall indemnify, protect, defend and hold harmless each of the Indemnified Parties from and against any and all Losses arising from, in connection with or caused by SUBRECIPIENT's performance of this Agreement, including, but not limited to, the following: (a) a material breach of this Agreement by SUBRECIPIENT; (b) a material breach of any representation or warranty of SUBRECIPIENT contained in this Agreement; (c) any personal injury or death caused, directly or indirectly, by any act or omission of SUBRECIPIENT or its employees, subgrantees or agents; (d) any loss of or damage to property caused, directly or indirectly, by any act or omission of SUBRECIPIENT or its employees, subgrantees or agents; (e) the use, misuse or failure of any equipment or facility used by SUBRECIPIENT, or by any of its employees, subgrantees or agents, regardless of whether such equipment or facility is furnished, rented or loaned to SUBRECIPIENT by an Indemnified Party; (f) any tax, fee, assessment or other charge for which SUBRECIPIENT is responsible under Section 10.4; or (g) any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark of any person or entity in consequence of the use by any Indemnified Party of any goods or services furnished by SUBRECIPIENT or its employees, subgrantees or agents to such Indemnified Party in connection with this Agreement. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and San Diego's costs of investigating any claims against San Diego.

6.2 **Duty to Defend; Notice of Loss.** SUBRECIPIENT acknowledges and agrees that its obligation to defend the Indemnified Parties under Section 6.1: (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any Loss which actually or potentially falls within the scope of Section 6.1, regardless of whether the allegations asserted in connection with such Loss are or may be groundless, false or fraudulent; and (c) arises at the time the Loss is tendered to SUBRECIPIENT by the Indemnified Party and continues at all times thereafter. The Indemnified Party shall give SUBRECIPIENT prompt notice of any Loss under Section 6.1 and SUBRECIPIENT shall have the right to defend, settle and compromise any such Loss; provided, however, that the Indemnified Party shall have the right to retain its own counsel at the expense of SUBRECIPIENT if representation of such Indemnified Party by the counsel retained by SUBRECIPIENT would be inappropriate due to conflicts of interest between such Indemnified Party and SUBRECIPIENT. An Indemnified Party's failure to notify SUBRECIPIENT promptly of any Loss shall not relieve SUBRECIPIENT of any liability to such Indemnified Party pursuant to Section 6.1, unless such failure materially impairs SUBRECIPIENT's

ability to defend such Loss. SUBRECIPIENT shall seek the Indemnified Party's prior written consent to settle or compromise any Loss if SUBRECIPIENT contends that such Indemnified Party shares in liability with respect thereto.

6.3 **Incidental and Consequential Damages.** Losses covered under this Article 6 shall include any and all incidental and consequential damages resulting in whole or in part from SUBRECIPIENT's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that any Indemnified Party may have under applicable law with respect to such damages.

6.4 **LIMITATION ON LIABILITY OF SAN DIEGO.** CITY'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF GRANT FUNDS ACTUALLY DISBURSED HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE GRANT FUNDS, THE GRANT PLAN OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

ARTICLE 7

EVENTS OF DEFAULT AND REMEDIES; TERMINATION FOR CONVENIENCE

7.1 **Events of Default.** The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Agreement:

- (a) **False Statement.** Any statement, representation, certification or warranty contained in this Agreement, in any Reimbursement Request, or in any other document submitted to the ICAC Commander or to City under this Agreement is found by the ICAC Commander or by City to be false or misleading.
- (b) **Failure to Perform Other Covenants.** SUBRECIPIENT fails to perform or breaches any provision or covenant of this Agreement to be performed or observed by SUBRECIPIENT as and when performance or observance is due and such failure or breach continues for a period of ten (10) days after the date on which such performance or observance is due.
- (c) **Failure to Comply with Applicable Laws.** SUBRECIPIENT fails to perform or breaches any of the terms or provisions of Article 12.
- (d) **Voluntary Insolvency.** SUBRECIPIENT(i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of SUBRECIPIENT or of any substantial part of SUBRECIPIENT's property or (v) takes action for the purpose of any of the foregoing.
- (e) **Involuntary Insolvency.** Without consent by SUBRECIPIENT, a court or government authority enters an order, and such order is not vacated within ten (10) days, (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to SUBRECIPIENT or with respect to any substantial part of SUBRECIPIENT's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation

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or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of SUBRECIPIENT.

7.2 **Remedies upon Event of Default.** Upon and during the continuance of an Event of Default, City may do any of the following, individually or in combination with any other remedy:

(a) **Termination.** City may terminate this Agreement by giving a written termination notice to SUBRECIPIENT and, on the date specified in such notice, this Agreement shall terminate and all rights of SUBRECIPIENT hereunder shall be extinguished. In the event of such termination, City will pay SUBRECIPIENT for Authorized Expenditures in any Reimbursement Request that was submitted and approved by the ICAC Commander and the Police Department Grants Coordinator and by City prior to the date of termination specified in such notice.

(b) **Withholding of Grant Funds.** City may withhold all or any portion of Grant Funds not yet disbursed hereunder, regardless of whether SUBRECIPIENT has previously submitted a Reimbursement Request or whether the ICAC Commander and/or City has approved the disbursement of the Grant Funds requested in any Reimbursement Request. Any Grant Funds withheld pursuant to this Section and subsequently disbursed to SUBRECIPIENT after cure of applicable Events of Default shall be disbursed without interest.

(c) **Return of Grant Funds.** City may demand the immediate return of any previously disbursed Grant Funds that have been claimed or expended by SUBRECIPIENT in breach of the terms of this Agreement, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.

7.3 **Termination for Convenience.**

(a) City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving SUBRECIPIENT written notice of termination. The notice shall specify the date on which termination shall become effective.

(b) Upon receipt of the notice, SUBRECIPIENT shall commence and perform, with diligence, all actions necessary on the part of SUBRECIPIENT to effect the termination of this Agreement on the date specified by City and to minimize the liability of SUBRECIPIENT and City to third parties as a result of termination. All such actions shall be subject to the prior approval of the ICAC Commander, in conjunction with the Police Department Grants Coordinator.

(c) Within 30 days after the specified termination date, SUBRECIPIENT shall submit to the ICAC Commander an invoice for all Authorized Expenses incurred through the termination date. For Authorized Expenses incurred after receipt of the notice of termination, City will only reimburse SUBRECIPIENT if the Authorized Expenses received prior approval from the ICAC Commander, in conjunction with the Police Department Grants Coordinator as specified in subparagraph (b).

(d) In no event shall City be liable for costs incurred by SUBRECIPIENT or any of its contractors or subgrantees after the termination date specified by City.

(e) City's payment obligation under this Section shall survive termination of this Agreement.

7.4 **Remedies Nonexclusive.** Each of the remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The remedies contained herein are in addition to all other remedies available to City at

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law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.

ARTICLE 8 ASSIGNMENTS

8.1 **No Assignment by SUBRECIPIENT.** SUBRECIPIENT shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any rights, duties or obligations of SUBRECIPIENT hereunder without the prior written consent of the ICAC Commander, in conjunction with the Police Department Grants Manager; provided, however, that any contractor or subgrantee specifically referenced in Appendix A shall not require the consent of ICAC Commander. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of SUBRECIPIENT involuntarily or by operation of law without the prior written consent of City. A change of ownership or control of SUBRECIPIENT or a sale or transfer of substantially all of the assets of SUBRECIPIENT shall be deemed an assignment for purposes of this Agreement.

8.2 **Agreement Made in Violation of this Article.** Any agreement made in violation of Section 8.1 shall confer no rights on any person or entity and shall automatically be null and void.

8.3 **SUBRECIPIENT Retains Responsibility.** SUBRECIPIENT shall in all events remain liable for the performance by any subgrantee contractor, or assignee of all of the covenants, terms and conditions in this Agreement.

ARTICLE 9 NOTICES AND OTHER COMMUNICATIONS

9.1 **Requirements.** Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the person and address set forth below and shall be (a) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (b) hand delivered or (c) sent via facsimile (if a facsimile number is provided below):

If to City of San Diego ICAC Project Manager:

San Diego Police Department
Investigations I/ICAC
9444 Balboa Ave #375
San Diego, CA 92123
Attention: Sergeant Dale Flamand
Facsimile No.: (858) 715-7123

If to SUBRECIPIENT:

Imperial Police Department
424 S Imperial Ave
Imperial, CA 92251
ATTN: Chief Leonard Barra
FACSIMILE: 760-355-7960

9.2 **Effective Date.** All communications sent in accordance with Section 9.1 shall become effective on the date of receipt. Such date of receipt shall be determined by: (a) if mailed, the return receipt,

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completed by the U.S. postal service; (b) if sent via hand delivery, a receipt executed by a duly authorized agent of the party to whom the notice was sent; or (c) if sent via facsimile, the date of telephonic confirmation of receipt by a duly authorized agent of the party to whom the notice was sent or, if such confirmation is not reasonably practicable, the date indicated in the facsimile machine transmission report of the party giving such notice.

9.3 **Change of Address.** From time to time any party hereto may designate a new address or recipient for notice for purposes of this Article 9 by written notice to the other party and the ICAC Commander.

ARTICLE 10 MISCELLANEOUS

10.1 **No Waiver.** No waiver by San Diego of any default or breach of this Agreement shall be implied from any failure by the ICAC Commander or San Diego to take action on account of such default if such default persists or is repeated. No express waiver by San Diego shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers by San Diego of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by the ICAC Commander and/or the Police Department Grants Coordinator of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

10.2 **Modification.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement; provided, however, that the General Manager or designee may establish alternate procedures for modification of the Grant Plan.

10.3 **Governing Law; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Diego.

10.4 **SUBRECIPIENT to Pay All Taxes.** SUBRECIPIENT shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges, including possessory interest taxes and California sales and use taxes, levied upon or in connection with this Agreement, the Grant Plan, the Grant Funds or any of the activities contemplated by this Agreement.

10.5 **Headings.** All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.

10.6 **Entire Agreement.** This Agreement sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. The following Appendices are attached to and a part of this Agreement:

- Appendix A, Subrecipient Award letter
- Appendix B, Grant Assurances
- Appendix C, ICAC Scope of Work
- Appendix D, ICAC Funding
- Appendix E, ICAC Operational Standards

10.7 **Certified Resolution of Signatory Authority.** Upon request of San Diego, SUBRECIPIENT shall deliver to San Diego a copy of the corporate resolution(s) authorizing the execution, delivery and performance of this Agreement, certified as true, accurate and complete by the appropriate authorized representative of SUBRECIPIENT.

10.8 **Severability.** Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

10.9 **Successors; No Third-Party Beneficiaries.** Subject to the terms of Article 8, the terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their respective successors and assigns and, in the case of Article 6, the Indemnified Parties) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

10.10 **Survival of Terms.** The obligations of SUBRECIPIENT and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement: Sections 4.3 and 4.4, Article 6, this Article 10, and the Grant Assurances of Appendix B.

10.11 **Further Assurances.** From and after the date of this Agreement, SUBRECIPIENT agrees to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Agreement and to carry out the purpose of this Agreement in accordance with this Agreement.

10.12 **Disclosure of Subawards and Executive Compensation.** Pursuant to the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282) as amended by Section 6202(a) of the Government Funding Transparency Act of 2008 (P.L. 110-252), full disclosure to the public of entities or organizations receiving federal funds is now required. As defined by the Office of Management and Budget (OMB), all new Federal awards of \$25,000 or more as of October 1, 2010, are subject to FFATA reporting requirements. The Transparency Act definition of "Federal awards" includes not only prime awards for grantees, cooperators, and contractors, but also awards to sub-recipients. If applicable, SUBRECIPIENT must provide the following information on SUBRECIPIENT letterhead within 30 days of receipt of this Agreement.

1. Subawards greater than \$25,000;
 - a) Name of entity receiving award;
 - b) Amount of award;
 - c) Funding agency;
 - d) The Catalog of Federal Domestic Assistance program number;
 - e) Award title (descriptive of the purpose of the funding action);
 - f) Location of the entity and primary location of performance including city, state, and Congressional district;
 - g) Dun & Bradstreet (D&B) DUNS Number of the entity, and its parent if applicable; and,
 - h) Total compensation and names of top five executives (same thresholds as for prime recipients).
2. The Total compensation and names of the top five executives if:

- a) 80% or more of annual gross revenues are from Federal awards (contracts, sub-contracts and Federal financial assistance), and \$25,000,000 or more in annual gross revenues from Federal awards; and,
- b) Compensation information is not already available through reporting to the Securities and Exchange Commission.

ARTICLE 11 INSURANCE

11.1 **Types and Amounts of Coverage.** Without limiting SUBRECIPIENT's liability pursuant to Article 6 of this Agreement, SUBRECIPIENT shall maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

- (a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and
- (b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and
- (c) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

11.2 **Additional Requirements for General and Automobile Coverage.** Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

- (a) Name as Additional Insured the City, its Officers, Agents, and Employees.
- (b) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

11.3 **Additional Requirements Regarding Workers' Compensation.** Regarding Workers' Compensation, SUBRECIPIENT hereby agrees to waive subrogation which any insurer of SUBRECIPIENT may acquire from SUBRECIPIENT by virtue of the payment of any loss. SUBRECIPIENT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the SUBRECIPIENT, its employees, agents and subcontractors.

11.4 **Additional Requirements for All Policies.** All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in Article 9, Notices and Other Communications.

11.5 **Required Post-Expiration Coverage.** Should any of the required insurance be provided under a claims-made form, SUBRECIPIENT shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

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11.6 **General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs.**

Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

11.7 **Lapse in Insurance.** Should any required insurance lapse during the term of this Agreement, requests for reimbursement originating after such lapse may not be processed, in the City's sole discretion, until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

11.8 **Evidence of Insurance.** Before commencing any operations or expending any Grant Funds under this Agreement, SUBRECIPIENT shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

11.9 **Effect of Approval.** Approval of the insurance by City shall not relieve or decrease the liability of SUBRECIPIENT hereunder.

11.10 **Insurance for Subcontractors and Evidence of this Insurance.** If a subcontractor or subgrantee will be used to complete any portion of this Agreement, SUBRECIPIENT shall ensure that the subcontractor or subgrantee shall provide all necessary insurance and shall name the City and County of San Diego, its officers, agents and employees and the SUBRECIPIENT as additional insureds.

11.11 **Authority to Self-Insure.** Nothing in this Agreement shall preclude SUBRECIPIENT from self-insuring all or part of the insurance requirement in this Article. However, SUBRECIPIENT shall provide proof of self-insurance, in a form acceptable to San Diego, in the amounts of each line of self-insurance.

ARTICLE 12 COMPLIANCE

12.1 **Nondiscrimination.** In the performance of this Agreement, SUBRECIPIENT agrees not to discriminate against any employee, San Diego employee working with SUBRECIPIENT or any subgrantee of SUBRECIPIENT, applicant for employment with SUBRECIPIENT or subgrantee of SUBRECIPIENT, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

12.2 **Conflict of Interest.** Through its execution of this Agreement, SUBRECIPIENT acknowledges that it is familiar with the provisions of Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify City if it becomes aware of any such fact during the term of this Agreement. SUBRECIPIENT agrees that it will promptly notify City in writing of all violations of State or Federal criminal law involving fraud, bribery, or gratuities affecting or involving the use of Grant Funds.

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12.3 **Compliance with ADA.** SUBRECIPIENT acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to the disabled public. SUBRECIPIENT shall not discriminate against any person protected under the ADA in connection with all or any portion of the Grant Plan and shall comply at all times with the provisions of the ADA.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

CITY OF SAN DIEGO:

SUBRECIPIENT:

David Nisleit, Chief of Police
City of San Diego, CA

Leonard Barra, Chief of Police
City of Imperial, CA

Approved as to Form:

Mara W. Elliott
City Attorney

By: _____
Deputy City Attorney

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Appendix A — SUBRECIPIENT Award Letter

March 1, 2020

Leonard Barra
Chief of Police
Imperial Police Department
425 South Imperial Avenue
Imperial, CA 92251

SUBJECT: NOTIFICATION OF SUBRECIPIENT SUBAWARD APPROVAL
Internet Crimes Against Children Task Force Continuation Grant
Grant 208-MC-FX-KO55 and California Governor's Office of Emergency Services
IC18-10-7919

Dear Sir,

Once your completed MOU and Grant Assurances are signed and received in our office, you may request reimbursement of eligible grant expenditures.

Following acceptance of this award, you must sign and return the Memorandum of Understanding as well as the Grant Assurances. Your agency must coordinate with the City of San Diego Police Department NIBRS Project Manager (Information Systems Program Manager) to prepare and submit monthly reports for the duration of the grant period or until your agency completes all activities and the grant is formally closed. Failure to submit required reports could result in grant reduction, suspension, or termination.

This grant is subject to all provisions of 2 CFR Part 200. Any funds received in excess of current needs, approved amounts, or those funds owed as a result of a final review or audit, must be refunded to the City of San Diego within 30 days upon receipt of an invoice from the City of San Diego.

Your dated signature is required on this letter. Please sign and return the original to Jose Luis Romo, San Diego Police Department Grants Coordinator at 1401 Broadway, San Diego, CA 92101 within 20 days of receipt and keep a copy for your files.

Sincerely,

David Nisleit, Chief of Police
City of San Diego, CA

Date

Leonard Barra, Chief of Police
City of Imperial, CA

Date

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Appendix B-- Grant Assurances

Name of Jurisdiction: Imperial Police Department

Name of Authorized Agent: Leonard Barra Address: 424 South Imperial Avenue

City: Imperial State: California Zip Code: 92251

Telephone Number: 760-355-4327

Fax Number: 760-355-7960 E-Mail Address: barra@cityofimperial.org

Standard Assurances

For Federal Grant Programs

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application, within prescribed timelines.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

- a) Applicable Federal Regulations (see below);
- b) Federal Program Notice of Funding Opportunity (NOFO); and
- c) Federal Grant Program Guidelines.

Federal Regulations

Government cost principles, uniform administrative requirements and audit requirements for federal grant programs are housed in Title 2, Part 200 of the Code of Federal Regulations (CFR) and in updates issued by the Office of Management and Budget (OMB) on <http://www.whitehouse.gov/omb/>.

Significant federal grant award requirements (some of which appear in the documents listed above) are called out below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority

The Applicant will obtain written authorization from the city council, governing board or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board or authorized body agree:

- a. That any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board or authorized body.
- b. That grant funds shall not be used to supplant expenditures controlled by the city council, governing board or authorized body.
- c. That the official executing this agreement is, in fact, authorized to do so.

This Proof of Authority must be maintained on file and readily available upon demand.

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2. Period of Performance

The Applicant will initiate work after approval of the award and complete all work within the period of performance specified in the grant.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the U.S. Code (U.S.C.), for persons entering into a contract, grant, loan or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and §§7324- 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Finally, the Applicant agrees that Federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the Federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders (EO) 12549 and 12689, and 2 CFR §200.212 and codified in 2 CFR Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government. The Applicant certifies that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- d. Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default. Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all Federal statutes relating to non-discrimination. These include, but are not limited to, the following:

- a. Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. §2000d et. seq.) which prohibits discrimination on the basis of race, color or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d. Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA (42 U.S.C. 12101, et seq.);
- e. Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;
- f. Drug Abuse Office and Treatment Act of 1972) (P.L. 92-255), as amended (P.L. 96-181), relating to nondiscrimination on the basis of Treatment or recovery from drug abuse;
- g. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- h. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- i. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
- j. EO 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin;
- k. EO 11375, which bans discrimination on the basis of sex in hiring and employment in both the United States federal workforce and on the part of government contractors;
- l. California Public Contract Code §10295.3, which addresses discrimination based on domestic partnerships;
- m. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- n. The requirements of any other nondiscrimination statute(s) which may apply to the application.

6. Drug-Free Workplace

COPY

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 et seq.), the Applicant certifies that it will or will continue to provide a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with State and Federal environmental standards which may be prescribed pursuant to the following, as applicable:

- a. Federal Clean Water Act (CWA) (33 U.S.C. §1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters.
- b. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Orders (EO) on the Environmental Justice Act (EO 12898) and Environmental Quality (EO 11514);
- c. Notification of Environmental Protection Agency (EPA) violating facilities pursuant to EO 11738;
- d. Protection of wetlands pursuant to EO 11990;
- e. Evaluation of flood hazards in floodplains in accordance with EO 11988;
- f. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 et seq.);
- g. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 et seq.);
- h. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523);
- i. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205);
- j. Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

Finally, the Applicant shall not be: 1) in violation of any order or resolution promulgated by an air pollution district; or 2) finally determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending \$750,000 or more in Federal grant funds annually, the Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Access to Records

In accordance with 2 CFR §200.336, the Applicant will give the awarding agency, the Comptroller General of the United States, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

COPY

11. Financial Management

False Claims for Payment

The Applicant will comply with 31 U.S.C §3729 which sets forth that no subgrantee, recipient or subrecipient shall submit a false claim for payment, reimbursement or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (2 CFR Chapter 1, Part 170), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity at 2 CFR part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. §2409, 41 U.S.C. §4712, and 10 U.S.C. §2324, 41 U.S.C. §4304 and §4310 and 31 U.S.C. §6101 et seq.

13. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. §7104) which prohibits grant award recipients or a subrecipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

14. Labor Standards

The Applicant will comply with the following federal labor standards:

- a. Comply with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. §3145 and 18 U.S.C. §874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction contracts or subcontracts.
- b. Comply with the Federal Fair Labor Standards Act (29 U.S.C. §201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

15. Property-Related

If applicable to the type of project funded by this Federal award, the Applicant will:

- a. Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchase.
- b. Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- c. Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593

COPY

(identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.).

- d. Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

16. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

- a. Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- b. Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications.
- c. Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

17. Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program or provided in the course of an entity's grant management activities which is under Federal control is subject to the Freedom of Information Act (FOIA), 5 U.S.C. §552. The Applicant should also consult its own State and local laws and regulations regarding the release of information, which should be considered when reporting sensitive matters in the grant application, needs assessment and strategic planning process.

DEPARTMENT OF JUSTICE - BUREAU OF JUSTICE STATISTICS – PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

18. Hotel and Motel Fire Safety Act of 1990

All subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with Section 6 of the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225a.

19. Terrorist Financing E.O. 13224

All subrecipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of subrecipients to ensure compliance with the E.O. and laws.

20. USA Patriot Act of 2001

All subrecipients must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA Patriot Act), which amends 18 U.S.C. §§175-175c.

COPY

IMPORTANT

The purpose of the assurance is to obtain federal financial assistance, including any and all federal grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that federal financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for DOJ or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the DOJ determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers, including contracts under grants and cooperative agreements and subcontracts.

The undersigned represents that he/she is authorized by APPLICANT to enter into this agreement for and on behalf of APPLICANT.

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

DATE SUBMITTED

4/8/2020

SUBMITTED BY

COMMUNITY
DEVELOPMENT
DIRECTOR

DATE ACTION REQUIRED

4/15/2020

COUNCIL ACTION (X)

PUBLIC HEARING REQUIRED (X)

RESOLUTION (X)

ORDINANCE 1ST READING ()

ORDINANCE 2ND READING ()

CITY CLERK'S INITIALS 

**IMPERIAL CITY COUNCIL
AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION: APPEAL OF PLANNING COMMISSION DECISION DENYING A TIME EXTENSION, AMENDMENTS TO CONDITIONS OF APPROVAL AND REVOCATION OF CUP 19-06 LOCATED ON 2475 CLARK RD

1. DENYING THE APPEAL AND UPHOLDING THE PLANNING COMMISSION'S DECISION FOR CONDITIONAL USE PERMIT 19-06

DEPARTMENT COMMUNITY DEVELOPMENT
INVOLVED:

BACKGROUND/SUMMARY:

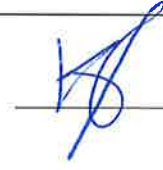
On March 11th, 2020 the Planning Commission conducted a Public Hearing in which the Commission denied the request for a time extension, denied request for amendments to conditions of approval and revoked Conditional Use Permit 19-06 located on 2475 Clark Road.

Justo Felix is appealing the decisions of the Planning Commission.

Please see attached staff report.

FISCAL IMPACT: N/A

ADMIN
SERVICES
SIGN
INITIALS



STAFF RECOMMENDATION: DENY THE APPEAL AND UPHOLD THE PLANNING COMMISSION'S DENIAL OF CONDITION USE PERMIT TIME EXTENSION, AMENDMENT OF CONDITIONS AND REVOCATION OF CUP

DEPT.
INITIALS



MANAGER'S RECOMMENDATION:

CITY
MANAGER'S
INITIALS



MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVE ()

D

REJECTED ()

DEFERRED ()

REFERRED

TO:

HISTORICAL BACKGROUND

T.O. Transport Company began developing a truck parking and storage facility at 2475 Clark Road located in an unincorporated area of the County of Imperial across the street from the Bratton Subdivision. The development project was done without a building permit and was subsequently red-tagged by the County of Imperial. The owner then started the compliance process. The County required that the project obtain water and sewer services from the City of Imperial and City Council approved the extension of services to the project site. Since the project is located outside of City limits, the owner had to also obtain approval from the Local Agency Formation Commission (LAFCo). LAFCo required that 2475 Clark Road and the adjacent parcels be annexed into the City of Imperial because of their proximity to the City boundaries.

Mr. Felix applied for a pre-zone change and annexation of his property on January 6, 2016. A public hearing was held by the Planning Commission on May 11, 2016. Upon hearing and considering all testimony and arguments, the Planning Commission recommended approval of the annexation, pre-zone change and negative declaration (Resolution No. PC2016-06).

During the regularly scheduled City Council Meeting on June 1, 2016, Council approved the Felix annexation of 27.01 acres of land. The Tax Sharing Annexation was approved by City Council on January 18, 2017 (Resolution No. 2017-01). Under the tax sharing agreement, 40% of the base year tax revenues would be transferred to the City of Imperial. Once the property was developed, the tax increment would be distributed evenly between the City of Imperial and the County of Imperial.

After the annexation approval by City Council, a home owner obtained eighty-seven (87) signatures within a radius of approximately 1,000 feet from the trucking business opposing the annexation due to safety issues.

Homeowners attended a LAFCo board meeting to express their disapproval of the Felix Annexation and submitted a letter opposing the annexation, as well as the signatures collected. LAFCo continued the annexation pending discussion with homeowners and action by City Council.

On April 15, 2017, staff met with three homeowners to discuss the possible repeal of the Justo Felix Annexation. During the meeting, homeowners stated their concern of the following: the safety of school children as there is a school bus that picks up and drops off children on Clark Road, the high rate of speed of truck drivers, hours of operation have been as early as 4:30 a.m., Clark Road not being a designated road for heavy vehicles, and trucks constantly blocking traffic.

During the May 3, 2017 council meeting, a homeowner from Paseo Del Sol expressed his disapproval of the Justo Felix annexation. His concerns were the same as addressed during the April 15th meeting with staff.

On May 10, 2017, Mr. Felix met with staff and said he had purchased other lots and was in the process of moving his trucking business. Mr. Felix desires to move forward with the annexation process.

During the May 17, 2017 council meeting, Mr. Felix brought his attorney Carlos Fox. Mr. Fox made some inaccurate statements with regard to Mr. Felix meeting all of the Conditions of Approval and that the easement was granted in exchange for waiver of water and sewer capacity fees once the location is eligible for those services. In the end, Council did not repeal their original approval of the annexation and Tax Sharing Agreement. Council is requesting LAFCo continue the hearing to allow Council to place additional Conditions of Approval to the project.

During the June 7, 2017 council meeting, Council did not take action due to Mr. Felix not receiving the updated Conditions of Approval; therefore the public hearing was continued to June 21, 2017.

During the June 21, 2017 council meeting, Council approved the annexation and created additional conditions of approval.

The Annexation was adopted on January 25, 2018 (Please see the attached Certificate of Completion). Mr. Felix agreed to conditions and waived appeal (see letter from attorney Carlos Fox).

Planning Commission granted a Conditional Use Permit to T.O. Transport Company on July 10, 2019 for the operation of a Trucking Facility with the same conditions of approval tied to the annexation.

On January 27, 2020, Justo Felix applied for a time extension for the Conditional Use Permit Annexation Conditions of Approval that had not been completed by the set amount of time granted by the City Council of Imperial.

All Conditions of Approval must be completed and met within (12) months following the approval of LAFCO (January 25, 2020).

As of January 25, 2020, Conditions of Approval were not met, therefore a Notice of Violation (Attached) was sent on January 27, 2020. The Notice of Violation gave Justo Felix 35 additional days to complete the improvements required.

Justo Felix applied for a time extension to finish the required improvements (Please see attached correspondence between Justo Felix, IID Representatives, and Contractors) and Amendments to Conditions of Approval to extend the hours of operation on January 27, 2020.

Residents have expressed their discontent with the hours of operation and have submitted video surveillance, photos, and emails.

On March 11th, 2020 the City of Imperial Planning Commission conducted a Public Hearing regarding the request of a time extension to complete the conditions of approval for the annexation that are tied to Conditional Use Permit (19_06) and requested amendments to the conditions of approval for the Conditional Use Permit to allow for changes to the hours of operation for the Trucking Facility on the weekends.

During the Planning Commission hearing, the commissioners received comments from the public regarding the operation.

The Planning Commission voted 5-0 to deny the request for the time extension, amendments to the conditions of approval for Conditional Use Permit (19_06) and revoke Conditional Use Permit (19_06) for the Trucking Facility Operation use.

Mr. Justo Felix is appealing the Planning Commission's decision to deny the request for a time extension to finish conditions of approval required by the annexation process that are tied to the Conditional Use Permit, appealing the decision to deny the amendments to the conditions of approval regarding hours of operation for the trucking facility operation, and is also appealing the revocation of Conditional Use Permit (19_06).



Staff Report

To: City of Imperial City Council

From: Othon Mora, Community Development Director

Date: April 8, 2020

Project: Time Extension request for Conditional Use Permit (19_06) and/or revocation of Conditional Use Permit (19_06)

Summary:

Project Location: West Side of Clark Road ("P" Street) North of Aten Road (27.01 acres)

Assessor's Parcel Numbers: 044-200-077, 044-200-079, and 044-200-081

Zoning: City of Imperial I-2 Rail Served Industrial

General Plan: Industrial

Environmental: Existing Certified Negative Declaration

CUP (19_06)





(Photo of the north side of 2475 Clark Road)



(Photo of south side of 2475 Clark Road)

Recommendation:

Staff recommends that the time extension and amendments to the conditions of approval be denied and to revoke the conditional use permit.

RESOLUTION 2020-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL DENYING AN APPEAL AND UPHOLDING THE PLANNING COMMISSION DECISION FOR DENYING A TIME EXTENSION REQUEST AND AMENDMENTS TO CONDITIONS OF APPROVAL FOR CONDITIONAL USE PERMIT (19-06) JUSTO FELIX TRUCKING FACILITY AND REVOCATION OF THE EXISTING CONDITIONAL USE PERMIT (CUP 19-06) LOCATED AT 2475 CLARK ROAD; IMPERIAL, CA 92251

WHEREAS, Justo Felix submitted an application for an appeal to the City Council, appealing the decision of the of the Planning Commission of denying a time extension request, amendments to conditions of approval for existing Conditional Use Permit (19-06) and revocation of the existing Conditional Use Permit (19-06); and

WHEREAS, a duly notified public hearing was held by the City Council on April 15, 2020; and

WHEREAS, upon hearing and considering all testimony and arguments, analyzing the information submitted by staff and considering any written comment received, the City Council considered all facts relating to the request for the appeal to the Planning Commission decision.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Imperial as follows:

- A) That the foregoing recitations are true and correct; and
- B) The project has been reviewed in accordance with the requirements set forth by the City of Imperial for implementation of the California Environmental Quality Act; and
- C) There are no sensitive resources located within the area of the project or adjacent to the area of the project so as to be significantly impacted by the project; and
- D) That based on the evidence presented at the public hearing, the City Council hereby determines that the project has an existing certified negative declaration per the California Environmental Quality Act; and
- E) That based on the evidence presented at the public hearing, the City Council hereby **DENIES** the appeal by Justo Felix regarding the time extension and amendments to the conditions of approval of the existing conditional use permit and **REVOKES** the Conditional Use Permit 19-06 for the Justo Felix Trucking Facility at 2475 Clark Road; Imperial, CA 92251.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Imperial, this April 15, 2020.

Darrell Pechtl, Mayor

ATTEST:

City Clerk

J. CARLOS FOX

Attorney at Law



March 17, 2020

Imperial City Clerk
420 South Imperial Avenue
Imperial, California 92251

NOTICE OF APPEAL

RE: March 11, 2020 Actions of Imperial Planning Commission Relating to Conditional Use Permit 19-06 ("CUP")

Dear Sir or Madam:

We are in receipt of the March 16, 2020 Notice of Revocation of Conditional Use Permit 19-06 ("CUP").

Be accept this **NOTICE OF APPEAL** of said revocation.

The basis of the appeal includes, but is not limited to the following:

By said action:

- a. the Planning Commission has acted in excess of its authority;
- b. the action deprives the property owner with a property right without due process of law;
- c. the action was undertaken in a racially discriminatory manner, depriving the property owner of his constitutional right to equal protection;
- d. the action was undertaken as a result of personal animus and not in the best interests of the City;
- e. the action taken was arbitrary and capricious;
- f. the action fails to comply with the time and notice requirements relating to the revocation of a Conditional Use Permit such that the revocation is void.

carlos@jcfox.com

O: 619 721-3650 C: 619 851-8891

JCFox.COM | ABOGADOFOX.COM 333 H STREET SUITE 5000, CHULA VISTA, CA 91910

J. CARLOS FOX

Attorney at Law



The property owner reserves the right to amend and expand on the basis of the appeal.

Please provide this office and the property owner with the date and time for the hearing on this appeal.

LAW OFFICES OF J. CARLOS FOX

A handwritten signature in black ink, consisting of several overlapping, sweeping strokes, located below the firm name.

J. Carlos Fox
Attorney at Law

carlos@jcfox.com

O: 619 721-3650 C: 619 851-8891

JCFOX.COM | ABOGADOFOX.COM 333 H STREET SUITE 5000, CHULA VISTA, CA 91910

820700 3/19/2020 10:09 AM Laguerre
CITY OF IMPERIAL
420 S IMPERIAL AVE, IMPERIAL, CA 92251
(760)355-1247

NEXT TURN-OFF DAY IS 04/03/20 AT 7 AM

00000000

CITY OF IMPERIAL

Credit Card 4050813 \$530.00

Total Tendered: \$530.00

Credited to DL: \$530.00

Change Back: \$0.00

Credited to DL:

ZONING/SUBDIVISION FEES \$530.00

Total: \$530.00

PLANNING COMMISSION APPEAL-FELIX

ONLINE PAYMENTS NOW AVAILABLE. VISIT US

AT WWW.CITYOFIMPERIAL.ORG

RESOLUTION PC2020-04A

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF IMPERIAL
DENYING A TIME EXTENSION REQUEST AND AMENDMENTS TO CONDITIONS
OF APPROVAL FOR CONDITIONAL USE PERMIT (19-06) JUSTO FELIX
TRUCKING FACILITY AND REVOCATION OF THE EXISTING CONDITIONAL
USE PERMIT (CUP 19-06) LOCATED AT 2475 CLARK ROAD; IMPERIAL, CA 92251**

WHEREAS, Justo Felix submitted an application for a Time Extension Request and Amendments to conditions of approval for an existing Conditional Use Permit (CUP 19-06); and

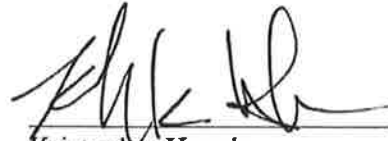
WHEREAS, a duly notified public hearing was held by the Planning Commission on March 11, 2020; and

WHEREAS, upon hearing and considering all testimony and arguments, analyzing the information submitted by staff and considering any written comment received, the Planning Commission considered all facts relating to the request for a Time extension and amendments to the conditions of approval for the existing Conditional Use Permit (CUP 19-06).

NOW THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Imperial as follows:

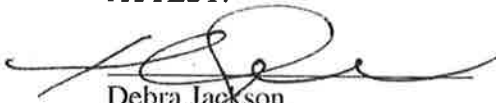
- A) That the foregoing recitations are true and correct; and
- B) The project has been reviewed in accordance with the requirements set forth by the City of Imperial for implementation of the California Environmental Quality Act; and
- C) There are no sensitive resources located within the area of the project or adjacent to the area of the project so as to be significantly impacted by the project; and
- D) That based on the evidence presented at the public hearing, the Planning Commission hereby determines that the project has an existing certified negative declaration per the Environmental Quality Act; and
- E) That based on the evidence presented at the public hearing, the Planning Commission hereby **DENIES** the request for a time extension and amendments to the conditions of approval of the existing conditional use permit and **REVOKES** the existing Conditional Use Permit (CUP 19-06) for the Justo Felix Trucking Facility located at 2475 Clark Road; Imperial.

PASSED, ADOPTED AND APPROVED by the Planning Commission of the City of Imperial, this March 11, 2020.



Kristopher Haugh
Planning Commission Chairman

ATTEST:



Debra Jackson
City Clerk/Planning Secretary

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL)ss
CITY OF IMPERIAL)

I, Debra Jackson, the undersigned, City Clerk/Secretary of the City of Imperial Planning Commission, DO HEREBY CERTIFY that the foregoing Resolution No. PC 2020-04A was duly and regularly adopted at a Regular meeting of the City of Imperial Planning Commission held on the 11th day of March 2020 by the following vote:

AYES: BURNWORTH, HAMMERNESS, HARVEY, AND HAUGH
NAYES: NONE
ABSTAIN: NONE
ABSENT: GUILLEN

MOTION CARRIED 4-0



DEBRA JACKSON, CITY CLERK/SECRETARY
CITY OF IMPERIAL PLANNING COMMISSION

RESOLUTION PC2019-13

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF IMPERIAL APPROVING A CONDITIONAL USE PERMIT TO CONDITIONALLY ALLOW FOR A TRUCKING FACILITY IN AN I-2 (RAIL SERVED INDUSTRIAL) ZONE, LOCATED AT 2457 CLARK ROAD; IMPERIAL, CA 92251

WHEREAS, Justo Felix submitted an application for a Conditional Use Permit; and

WHEREAS, a duly notified public hearing was held by the Planning Commission on July 24, 2019; and

WHEREAS, upon hearing and considering all testimony and arguments, analyzing the information submitted by staff and considering any written comment received, the Planning Commission considered all facts relating to the request for a Conditional Use Permit.

NOW THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Imperial as follows:

- A) That the foregoing recitations are true and correct; and
- B) The project has been reviewed in accordance with the requirements set forth by the City of Imperial for implementation of the California Environmental Quality Act; and
- C) There are no sensitive resources located within the area of the project or adjacent to the area of the project so as to be significantly impacted by the project; and
- D) That based on the evidence presented at the public hearing, the Planning Commission hereby determines that the project is Categorically Exempt under Section 15303 of the California Environmental Quality Act; and
- E) That the "Trucking Facility" is consistent with those uses allowed in the I-2 Rail Served Industrial Zone.
- F) That based on the evidence presented at the public hearing, the Planning Commission hereby conditionally **APPROVES** the "Trucking Facility" at 2475 Clark Road, via the granting approval of a Conditional Use Permit and Conditions of Approval outlined in EXHIBIT A.

PASSED, ADOPTED AND APPROVED by the Planning Commission of the City of Imperial, this July 24, 2019.



Geoff Holbrook
Planning Commission Vice Chairman

ATTEST:



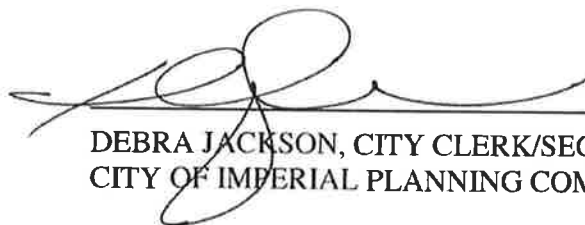
Debra Jackson
City Clerk/Planning Secretary

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL)ss
CITY OF IMPERIAL)

I, Debra Jackson, the undersigned, City Clerk/Secretary of the City of Imperial Planning Commission, DO HEREBY CERTIFY that the foregoing Resolution No. PC 2019-13 was duly and regularly adopted at a Regular meeting of the City of Imperial Planning Commission held on the 24th day of July 2019, by the following vote:

AYES: GUILLEN, HAUGH, MCDADE, AND HOLBROOK
NAYES: NONE
ABSTAIN: NONE
ABSENT: NONE

MOTION CARRIED 4-0



DEBRA JACKSON, CITY CLERK/SECRETARY
CITY OF IMPERIAL PLANNING COMMISSION

EXHIBIT A

RESOLUTION PC2019-13

CONDITIONS OF APPROVAL

For

Conditional Use Permit: CUP (19-06)

**Justo Felix
Trucking Facility Operations
2475 Clark Road; Imperial, CA 92251**

1. The Applicant shall dedicate a twenty-foot (20') right-of-way along the frontage of the project site in conformance with the requirements of the General Plan Circulation Element to ensure that Clark Road / "P" Street is developed as a Major Arterial.
2. The Applicant shall widen the center turn lane to a minimum of 15' in width and extend the center turn lane to the north to provide sufficient merging distance for trucks.
3. Acceleration and deceleration lanes shall be provided along the frontage of the project site. These lanes shall be provided with a 10:1 taper to the existing roadway and shall be a minimum of 12' width.
4. The Applicant shall install sidewalk, and curb and gutter along the frontage of the project site.
5. A new 80' east-west roadway shall be created to provide emergency secondary access to all portions of the properties. This shall be accomplished through the granting of an irrevocable offer of 40' right-of-way from the northern portion on APN 044-200-079 and a 40' right-of-way from the southern portion on APN 044-200-077.
6. All gates shall be located a minimum of 100' from the edge of right-of-way to ensure sufficient truck cueing space away from roadways
7. Drought-tolerant landscaping shall be installed along the project frontage. At a minimum, landscaping shall include one 24-inch box tree for every 30' of street frontage and shrubs. A Landscaping Plan shall be submitted to the City of Imperial for review and approval prior to the issuance of a building permit. All landscaped areas shall be irrigated with automatic sprinkler systems.
8. All storage areas shall be screened from view of the public. No double-stacking of cargo containers is allowed.
9. Hours of operation shall be limited to between 7:00 a.m. and 8:30 p.m. Mondays through Fridays. No trucks shall enter or exit the project site outside of these hours. This shall include

arrivals and departures. No storage containers or materials inside the facility shall be moved outside of these hours.

10. A six-foot high, solid wall, stucco or wood frame shall be installed along the street frontage of the project site.

11. The Imperial County Fire Department shall conduct a ministerial review of the Tentative Tract Map and may provide additional requirements consistent with applicable standards. Such requirements may include, but are not limited to, the location and sizing of fire hydrants, premise identification numbers (address numbers), roadway access, storage limitations related to highly flammable materials, and the installation of fire sprinklers 60 days following the approval of LAFCo. The following Conditions of Approval shall also apply:

Fire Protection Water Supply

- a. Private Fire Service main and water supply shall meet the California Fire Code Chapter 5 Section 507.
- b. All plans shall be reviewed and approved by Imperial County Fire Department before construction of the private fire protection water supply is started.
- c. All construction of underground fire lines will be inspected by Imperial County Fire Department.
- d. All components of the will be reviewed and approved by Imperial County Fire Department before any construction of the private fire protection water supply is started.
- e. Firefighting Access to the property shall meet the requirements set forth in the 2013 California Fire Code, and all City of Imperial codes and ordinances.
- f. Firefighting Access shall meet all requirements of the 2013 California Fire Code Chapter 5 Sec. 503.
- g. Access Gates should meet all requirements of the 2013 California Fire Code Chapter 5 sec. 503.6.
- h. An approved KNOX Box/Lock will be required to be installed at all access points to the property and Secondary Access to the property shall be installed in accordance with the 2013 California Fire Code Chapter 5 Sec. 503.1.2 and local requirements, codes, and ordinances.
- i. An annual fire inspection will be conducted at the facility, in accordance with the California Fire Code 106.1 Inspection authority. The fire code official is authorized to enter and examine any building, structure, marine vessel, vehicle or premises in accordance with Section 104.3 for the purpose of enforcing this code.

Hazardous Materials

- j. Developer shall comply with Chapter 50 of the California Fire Code for Hazardous Material and submit a hazardous material management plan and hazardous material inventory statement to Imperial County Fire Department and local CUPA.
- 12. The Developer/Applicant shall submit a lighting plan prior to any construction activity. All lighting installed shall be shielded and directed so as to minimize significant off-site glare or adverse light intrusion into neighboring properties. The lighting plan shall be reviewed and approved by the City of Imperial Planning Department and Building Department. The Planning Department may require light reducing techniques such as the installation of fencing, mature landscaping, or directing of lighting toward the ground;
- 13. Developer/Applicant shall comply with all local, State and Federal laws, regulations, rules, ordinances, and standards as they pertain to this project, whether specified herein or not. Where conflicts occur, the most stringent shall apply.
- 14. The Developer/Applicant shall offer for dedication all rights of way, easements, or parcels of land required for both on-site and off-site construction of streets, pipelines, utilities and the storm water retention basin.
- 15. The City Council shall have final approval of the Pre-Zone, Annexation and Environmental Review.
- 16. The Applicant shall agree to defend, indemnify and hold harmless the City of Imperial and its agents, including consultants, officers and employees from any claim, action or proceeding against the City or its agents, including consultants, officers and employees to attack, set aside, void, or annul the approval of the project. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorney's fees, or expert witness costs that may be asserted by any person or entity, including the Property Owner/Applicant arising out of or in connection with the approval of the Conditional Use Permit, including any claim for private attorney general fees claimed by, or awarded to any party from the City.
- 17. The Developer/Applicant shall pay all applicable impact and capacity fees.
- 18. The Developer/Applicant shall pay any and all amounts as determined by the City of Imperial to defray all costs for the review of maps, drawings, reports, field investigations, or other activities related to compliance of this project with City ordinances and/or any other laws, regulations, or requirements that apply. No Subdivision Map shall record until such costs have been paid to the City.
- 19. All maps, plans, studies, cost estimates; designs and calculations required for this project shall be subject to the review and approval of the City Engineer, Department of Public Works and Department of Community Development prior to issuance of building permit.

20. All infrastructure improvements shall be constructed, or in lieu thereof, security provided to ensure construction, prior to the recordation of a Final Subdivision Map.
21. The Developer shall comply with the City's Water Master Plan to ensure sufficient volume and flow of water. The Developer shall construct new water mains in the project area if necessary and built according to City development standards.
22. The Developer shall comply with the City's Sewer Master Plan to ensure sufficient handling of waste. The Developer shall improve the collection system through the construction of new sanitary sewer mains and lift stations where required and in accordance with City development standards.
23. Prior to the start of any construction activity, a qualified biologist shall survey the site for any active owl burrows. Any burrows found shall be identified and flagged. Burrows shall not be disturbed during the mating season (February 15 to August 15). After the mating season ends, the burrows will be destroyed to prevent the return of the owls to these burrows during the next mating season.
24. The project shall comply with ICAPCD's standard mitigation measures for construction combustion equipment and mandatory Rule VIII to ensure that adequate air quality is maintained.
25. Construction sites shall control dust (PM-10) generation through daily watering in accordance with a dust control plan submitted to and approved by the Air Pollution Control District as required by Imperial APCD Rule 800.
26. A Hydrology Study shall be submitted to the City Engineer for review and approval during the design phase of this project. The Hydrology Study shall determine the need for a pump station and must adequately address drainage for all proposed parcels in compliance with the City's adopted standards.
27. The proposed project and design criteria must provide for the storage capacity of a 100-year storm. If the 100 year storm retention basin is unable to be drained within a 72-hour detention time, a Mosquito Abatement Plan shall also be required.
27. A Grading and Drainage Plan shall be submitted to the City Engineer for review and approval. The Grading and Drainage Plan shall address property grading and erosion control which shall include the prevention of sedimentation or damage to off-site properties. A Storm Water Pollution Prevention Plan (SWPPP) shall be submitted to the City of Imperial for review and approval. Best Management Practices shall be utilized to minimize or prevent storm water pollution.
28. The developer shall reduce potential impacts to the nearby noise-sensitive residential uses. During all project site excavation and grading on-site, the construction contractors shall equip all construction equipment, fixed or mobile with properly operating and maintained mufflers,

consistent with the manufacturers' standards. The construction contractor shall place all stationary construction equipment so that emitted noise is directed away from the noise sensitive receptors nearest the project site.

29. Construction scheduling for the project area shall be limited to the hours of 7 a.m. and 8 p.m. Monday through Friday with the exception of legal holidays. The Building Department may issue a written "early work permit" if hot or inclement weather creates a need to start earlier than 7 a.m. The construction contractor shall limit haul truck deliveries to the same hours specified for construction equipment. To the extent feasible, haul routes shall not pass sensitive land or residential dwellings.

30. The conditional approval of the Pre-Zone and Annexation shall not constitute the waiver of any requirement of the City's Ordinances or regulations, except where a condition set forth herein specifically provides for a waiver.

31. The Developer/Applicant shall obtain, pay for and comply with all permits from the Imperial Irrigation District, and other applicable agencies for all improvements within, across, or affecting the respective rights of way.

32. All conditions of approval for this project shall be reprinted and included as a plan sheet(s) with the building permit plan check sets submitted for review and approval. These conditions of approval shall be on, at all times, all grading, landscaping, and construction plans kept on the project site. It is the responsibility of the Applicant to ensure that the project contractor is aware of, and abides by, all conditions of approval. Prior approval from the Planning Department must be received before any changes are constituted in site design, grading, building design, building colors or materials, landscape material, etc.

33. All Conditions of Approval, with the exception of #11, must be completed and met within twelve (12) months following the approval of the Imperial Valley Local Agency Formation Commission (LAFCo).

34. The applicant shall post a performance bond to guarantee satisfactory completion of the project. Performance bond shall include the cost of improvements plans and the cost estimate approved by the city.

**EXHIBIT A
RESOLUTION #PC2019-12
CONDITIONS OF APPROVAL**

For

Conditional Use Permit: CUP (19-06)

**Justo Felix
Trucking Facility Operations
2475 Clark Road; Imperial, CA 92251**

1. The Applicant shall dedicate a twenty-foot (20') right-of-way along the frontage of the project site in conformance with the requirements of the General Plan Circulation Element to ensure that Clark Road / "P" Street is developed as a Major Arterial.
2. The Applicant shall widen the center turn lane to a minimum of 15' in width and extend the center turn lane to the north to provide sufficient merging distance for trucks.
3. Acceleration and deceleration lanes shall be provided along the frontage of the project site. These lanes shall be provided with a 10:1 taper to the existing roadway and shall be a minimum of 12' width.
4. The Applicant shall install sidewalk, and curb and gutter along the frontage of the project site.
5. A new 80' east-west roadway shall be created to provide emergency secondary access to all portions of the properties. This shall be accomplished through the granting of an irrevocable offer of 40' right-of-way from the northern portion on APN 044-200-079 and a 40' right-of-way from the southern portion on APN 044-200-077.
6. All gates shall be located a minimum of 100' from the edge of right-of-way to ensure sufficient truck cueing space away from roadways
7. Drought-tolerant landscaping shall be installed along the project frontage. At a minimum, landscaping shall include one 24-inch box tree for every 30' of street frontage and shrubs. A Landscaping Plan shall be submitted to the City of Imperial for review and approval prior to the issuance of a building permit. All landscaped areas shall be irrigated with automatic sprinkler systems.
8. All storage areas shall be screened from view of the public. No double-stacking of cargo containers is allowed.
9. Hours of operation shall be limited to between 7:00 a.m. and 8:30 p.m. Mondays through Fridays. No trucks shall enter or exit the project site outside of these hours. This shall include arrivals and departures. No storage containers or materials inside the facility shall be moved outside of these hours.

10. A six-foot high, solid wall, stucco or wood frame shall be installed along the street frontage of the project site.

11. The Imperial County Fire Department shall conduct a ministerial review of the Tentative Tract Map and may provide additional requirements consistent with applicable standards. Such requirements may include, but are not limited to, the location and sizing of fire hydrants, premise identification numbers (address numbers), roadway access, storage limitations related to highly flammable materials, and the installation of fire sprinklers 60 days following the approval of LAFCo. The following Conditions of Approval shall also apply:

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- g. Access Gates should meet all requirements of the 2013 California Fire Code Chapter 5 sec. 503.6.
- h. An approved KNOX Box/Lock will be required to be installed at all access points to the property and Secondary Access to the property shall be installed in accordance with the 2013 California Fire Code Chapter 5 Sec. 503.1.2 and local requirements, codes, and ordinances.
- j. An annual fire inspection will be conducted at the facility, in accordance with the California Fire Code 106.1 Inspection authority. The fire code official is authorized to enter and examine any building, structure, marine vessel, vehicle or premises in accordance with Section 104.3 for the purpose of enforcing this code.

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- k. Developer shall comply with Chapter 50 of the California Fire Code for Hazardous Material and submit a hazardous material management plan and hazardous material inventory statement to Imperial County Fire Department and local CUPA.

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11. Developer/Applicant shall comply with all local, State and Federal laws, regulations, rules, ordinances, and standards as they pertain to this project, whether specified herein or not. Where conflicts occur, the most stringent shall apply.

12. The Developer/Applicant shall offer for dedication all rights of way, easements, or parcels of land required for both on-site and off-site construction of streets, pipelines, utilities and the storm water retention basin.

13. The City Council shall have final approval of the Pre-Zone, Annexation and Environmental Review.

14. The Applicant shall agree to defend, indemnify and hold harmless the City of Imperial and its agents, including consultants, officers and employees from any claim, action or proceeding against the City or its agents, including consultants, officers and employees to attack, set aside, void, or annul the approval of the project. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorney's fees, or expert witness costs that may be asserted by any person or entity, including the Property Owner/Applicant arising out of or in connection with the approval of the Conditional Use Permit, including any claim for private attorney general fees claimed by, or awarded to any party from the City.

15. The Developer/Applicant shall pay all applicable impact and capacity fees.

16. The Developer/Applicant shall pay any and all amounts as determined by the City of Imperial to defray all costs for the review of maps, drawings, reports, field investigations, or other activities related to compliance of this project with City ordinances and/or any other laws, regulations, or requirements that apply. No Subdivision Map shall record until such costs have been paid to the City.

17. All maps, plans, studies, cost estimates; designs and calculations required for this project shall be subject to the review and approval of the City Engineer, Department of Public Works and Department of Community Development prior to issuance of building permit.

18. All infrastructure improvements shall be constructed, or in lieu thereof, security provided to ensure construction, prior to the recordation of a Final Subdivision Map.

19. The Developer shall comply with the City's Water Master Plan to ensure sufficient volume and flow of water. The Developer shall construct new water mains in the project area if necessary and built according to City development standards.

20. The Developer shall comply with the City's Sewer Master Plan to ensure sufficient handling of waste. The Developer shall improve the collection system through the construction of new sanitary sewer mains and lift stations where required and in accordance with City development standards.

21. Prior to the start of any construction activity, a qualified biologist shall survey the site for any active owl burrows. Any burrows found shall be identified and flagged. Burrows shall not be disturbed during the mating season (February 15 to August 15). After the mating season ends, the burrows will be destroyed to prevent the return of the owls to these burrows during the next mating season.

22. The project shall comply with ICAPCD's standard mitigation measures for construction combustion equipment and mandatory Rule VIII to ensure that adequate air quality is maintained.

23. Construction sites shall control dust (PM-10) generation through daily watering in accordance with a dust control plan submitted to and approved by the Air Pollution Control District as required by Imperial APCD Rule 800.

24. A Hydrology Study shall be submitted to the City Engineer for review and approval during the design phase of this project. The Hydrology Study shall determine the need for a pump station and must adequately address drainage for all proposed parcels in compliance with the City's adopted standards.

25. The proposed project and design criteria must provide for the storage capacity of a 100-year storm. If the 100 year storm retention basin is unable to be drained within a 72-hour detention time, a Mosquito Abatement Plan shall also be required.

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27. The developer shall reduce potential impacts to the nearby noise-sensitive residential uses. During all project site excavation and grading on-site, the construction contractors shall equip all construction equipment, fixed or mobile with properly operating and maintained mufflers, consistent with the manufacturers' standards. The construction contractor shall place all stationary construction equipment so that emitted noise is directed away from the noise sensitive receptors nearest the project site.

28. Construction scheduling for the project area shall be limited to the hours of 7 a.m. and 8 p.m. Monday through Friday with the exception of legal holidays. The Building Department may issue a written "early work permit" if hot or inclement weather creates a need to start earlier than 7 a.m. The construction contractor shall limit haul truck deliveries to the same hours specified for construction equipment. To the extent feasible, haul routes shall not pass sensitive land or residential dwellings.

29. The conditional approval of the Pre-Zone and Annexation shall not constitute the waiver of any requirement of the City's Ordinances or regulations, except where a condition set forth herein specifically provides for a waiver.

30. The Developer/Applicant shall obtain, pay for and comply with all permits from the Imperial Irrigation District, and other applicable agencies for all improvements within, across, or affecting the respective rights of way.

31. All conditions of approval for this project shall be reprinted and included as a plan sheet(s) with the building permit plan check sets submitted for review and approval. These conditions of approval shall be on, at all times, all grading, landscaping, and construction plans kept on the project site. It is the responsibility of the Applicant to ensure that the project contractor is aware of, and abides by, all conditions of approval. Prior approval from the Planning Department must be received before any changes are constituted in site design, grading, building design, building colors or materials, landscape material, etc.

32. All Conditions of Approval, with the exception of #11, must be completed and met within twelve (12) months following the approval of the Imperial Valley Local Agency Formation Commission (LAFCo).

33. The applicant shall post a performance bond to guarantee satisfactory completion of the project. Performance bond shall include the cost of improvements plans and the cost estimate approved by the city.

RECORDING REQUESTED BY:

Imperial County LAFCO
1122 State Street, Suite D
El Centro, CA 92243

AND WHEN RECORDED MAIL TO:

Imperial County LAFCO
1122 State Street, Suite D
El Centro, CA 92243

COPY

RECEIVED

JAN 24 2019

**IMPERIAL COUNTY
CLERK-RECORDER**

CERTIFICATE OF COMPLETION

1. Pursuant to Government Code Section 57200, this Certificate is issued by the Executive Officer of the Local Agency Formation Commission of Imperial County, California.

The short-form designation, as determined by LAFCO, is

Justo Felix - IM # 03-15

2. The name of each district or city involved in this change of organization or reorganization and the kind or type of change of organization ordered for each city or district are as follows:

CITY or DISTRICT

TYPE OF CHANGE OF ORGANIZATION

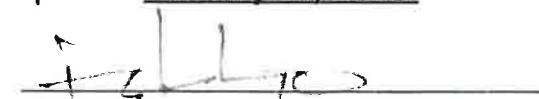
City of Imperial

Annexation

3. The above listed cities and/or districts are located within the following County (ies): Imperial County.
4. A description of the boundaries of the above-cited change of organization or reorganization is shown on the map and legal description, marked Exhibit A and by reference incorporated herein.
5. The territory involved in this change of organization or reorganization is uninhabited.
6. This change of organization or reorganization has been approved subject to the following terms and conditions: LAFCO Resolution #2018-03.
7. The Resolution ordering this change of organization or reorganization without election, or confirming an order for this change after confirmation by the voters, was adopted on the 25th day of January, 2018 by the LAFCO.

I hereby, certify that I have examined the above-cited resolution, including any terms and conditions, and the map and legal description and have found these documents to be in compliance with the LAFCO Resolution, adopted on January 25, 2018.

Dated: 1/23/2019


Jurg Heuberger, Executive Officer

RESOLUTION # 2018-03

RESOLUTION OF THE LOCAL AGENCY FORMATION COMMISSION OF THE COUNTY OF IMPERIAL MAKING A DETERMINATION AND APPROVING THE ANNEXATION OF JUSTO FELIX IM 3-15.

RESOLVED, by the Local Agency Formation Commission of the County of Imperial, State of California, that

WHEREAS, the Commission held a public hearing on January 25, 2018; and

WHEREAS, the Commission approved the annexation with a vote of 5-0; and

WHEREAS, the petitioner/applicant was advised the conditions as stated below are required to be met prior to recording the project.

NOW THEREFORE, BE IT DETERMINED, ORDERED AND RESOLVED AS FOLLOWS:

- 1: Certify the Mitigated Negative Declaration certified by Imperial in (June 1, 2016).
- 2: Make the finding that this project with the conditions imposed herein (or as modified) is in substantial compliance with the provisions of the Cortese/Knox/Hertzberg Reorganization Act of 2000 and the Imperial County LAFCO Policy, and Procedures.
- 3: Make the findings pursuant to Gov. Code Section 56375 that:
 - a) The project has been pre-zoned under the City of Imperial's current zoning Ordinance.
 - b) The project is prohibited per section 56375 (e) from being "re-zoned" for a period of two years following annexation.
 - c) The project is contiguous to the City, does not create an island, and is a logical extension of the City within the sphere of Influence, and or urban area plan.
 - d) The protest proceedings pursuant to Part 4 commencing with Section 57000 are hereby initiated, and are in compliance with the resolution of approval by the Commission.
- 4: **Approve the Annexation/subject to all of the following conditions:**
 - A. Authorize the Executive Officer to forward the Resolution of approval to the City of Imperial, as an information item and for compliance with all relevant conditions imposed herein. (Pursuant to the Cortese/Knox/Hertzberg Reorganization Act of 2000, enacted through AB 2838, a conducting authority process, i.e. the City being the Conducting Authority, no longer exists and the LAFCO has been delegated the Conducting Authority Process).

- B: Pursuant to Cortese-Knox-Hertzberg, authorize the Executive Officer to record the annexation with the County Recorder and the State Board of Equalization, ONLY upon compliance by the applicant and the City, with all applicable conditions, payment of requisite fees, and receipt of all documents necessary and required from the proponents, the City and/or other agencies.
- C: The Annexation boundary shall be as per map and legal description (**EXHIBIT A**) attached hereto. The annexation shall include all contiguous Roads; Road Right of Ways; Canals, Canal Right of Ways; and Public Easements. The final annexation map shall be prepared by a California Licensed Engineer licensed to practice in the Category of work to be performed. Said final map shall be reviewed by the Surveyor of the County of Imperial and the Public Works Director of the City of Imperial to assure that the map complies with the correct boundary and surveying requirements, as well as legal descriptions. Project shall not record until both County and City Public Works Directors have provided a letter stating compliance.
- D: The City of Imperial shall transmit to the Executive Officer certified copies of all approvals given or required to be given by the City of Imperial in approving the land use projects reported herein, including tax agreements unless that information has already been submitted.
- E: The City of Imperial shall within 90 days of the hearing by LAFCO, approving the annexation, submit to the LAFCO a full City Boundary Map depicting the new annexation as part of the overall City Boundary. This City Boundary map shall be signed by a licensed Engineer and shall be submitted as follows;
- a) A digital copy in AutoCAD 2009 or later format
 - b) A 24" x 36" or larger copy
 - c) A 18" x 24" copy.
- F: Upon receipt of the City Boundary Map required in condition E, the Executive Officer shall transmit said map to all affected public agencies, including but not limited to law enforcement, Assessor, etc.
- G: The applicant (petitioner) and/or the City as appropriate shall provide to LAFCO the following items in order to complete the processing of the annexation.
- 1) Eight (8) copies of the Annexation maps and legal descriptions prepared by the licensed engineer, and one "Mylar" copy meeting the size established by the County Recorder's office.
 - 2) Check made payable to the State Board of Equalization in the amount of \$1,200 as required by Statute.
 - 3) Check payable to LAFCO as determined by the Executive Officer to fully offset the cost of processing the application, including all costs incurred by County or City departments charged with the responsibility to review any portion of this project.

- 4) A letter from the Petitioners agreeing to the terms and conditions of the LAFCO and waiving all rights to an appeal, or reconsideration of the LAFCO decision, unless petitioner can show that a technical error occurred that would have or could have altered the decision of the LAFCO.
- H: The annexation shall not be recorded until all conditions have been completed and all costs paid in full.
- I: The City of Imperial shall not change any of the zone(s) within the boundary of the project annexation area for a period of two years from the date of recordation, subject to the Government Code Section in the Cortese/Knox/Hertzberg Reorganization Act of 2000. The City shall notify the LAFCO and the County of any proposed change of zone within the boundary area at least 90 days prior to any such Council Hearing, if such is requested prior to the termination of 24 months from recordation. If the City does change the zone or the envisioned land use analyzed within this land use process, in the future and it affects any tax split agreements with other agencies, then the City shall be required to make the appropriate adjustments, with County.
- J: The City shall not enter this property into any type of "redevelopment" program or such other program that would adversely change the Fiscal impacts or in any way affect any fiscal impacts or tax sharing agreements with other agencies. If the City, following annexation and after recordation, does change the project so as to change the Fiscal information/outcome upon which LAFCO and/or other agencies relied, the City shall be required to fund any deficit that may occur as a result of their change.
- K: All conditions of approval made by or given by the City as evidenced by the Resolutions or Ordinances adopted by the City shall be part of the Conditions of LAFCO in this annexation as if written herein.
- L: The City shall require all IID canals that are within or contiguous to the project, to be under grounded (or eliminated), except for the Canals identified by the IID as not feasible, such as the Central Main Canal. Applicant shall provide to LAFCO assurance acceptance to the Executive Officer which may include bonds or other certificates that said condition shall be complied with. If the IID determines that a canal shall not be undergrounded, it must do so in writing to LAFCO, stating the reasons for its decision and accepting full responsibility in the event a safety issue shown in the EIR as a possibility occurs.
- M: The annexation shall not record until the City provides to LAFCO a hard copy as well as a digital copy of the "mitigation" measures that will be required to be implemented for this project. These mitigation measures will be made a part of the Resolution of approval by LAFCO and to the extent applicable will be required to be implemented or bonded for as appropriate.
- N: The annexation shall not record until the City provides to LAFCO a certified statement from the City Engineer that the City has the capacity to provide sewer and water services to this project.
- O: The Applicant shall post a bond or other surety, in the amount equal to \$134,520.00 (as shown on EXHIBIT B), attached hereto, with an annual increase of 3% escalation for a

maximum of 5 years. The bond with escalation shall remain in place until the impacts to the Clark Rd. area are accomplished. The bond or surety shall be kept on file with LAFCO.

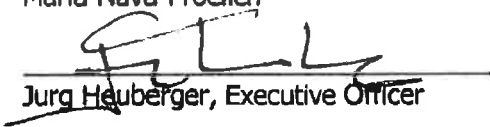
PASSED, ADOPTED AND APPROVED this **25th day of January 2018** by the Local Agency Formation Commission and the following roll call votes:

AYES: Froelich, Jackson, Kelley, Castillo, West

NAYS: None

ABSENT: None

Maria Nava-Froelich



Jurg Heuberger, Executive Officer

RECEIVED

OCT 13 2015

Imperial County
LOCAL AGENCY FORMATION COMMISSION

APPLICATION

PETITION FOR PROCEEDINGS PURSUANT TO THE CORTESE-KNOX-HERTZBERG LOCAL GOVERNMENT REORGANIZATION ACT OF 2000

The undersigned hereby petition(s) the Local Agency Formation Commission of Imperial County for approval of a proposed change of organization, and stipulate(s) as follows:

OWNER INFORMATION	
NAME Justo felix	COMPANY T.O. Transport Corp
MAILING ADDRESS 253 W Horne Rd.	TELEPHONE NUMBER 760-600-4083
CITY, STATE, ZIP EL CENTRO CA. 92243	EMAIL ADDRESS ToTransportCorp@Gm.lcom
APPLICANT INFORMATION (IF DIFFERENT FROM THE OWNER)	
NAME Same	COMPANY
MAILING ADDRESS	TELEPHONE NUMBER
CITY, STATE, ZIP	EMAIL ADDRESS
PROJECT INFORMATION	
NAME OF PROPOSAL T.O. Transport YARD	DATE 10/12/15
PROJECT ADDRESS 2475 Clark Road	APN(S) 0000056405
CITY, STATE, ZIP Imperial CA. 92243	TOTAL LAND AREA (ACRES) 044,200,081
THIS PROPOSAL IS MADE PURSUANT TO CALIFORNIA GOVERNMENT CODE (COMMENCING WITH SECTION 56000, CORTESE-KNOX-HERTZBERG LOCAL GOVERNMENT REORGANIZATION ACT OF 2000).	
1	PROPOSED CHANGE(S) OF ORGANIZATION: ☒ ANNEXATION ☐ SPHERE OF INFLUENCE ☐ OTHER ☐ DETACHMENT ☐ CONSOLIDATION ☐ EXTENSION OF SERVICES ☐ INCORPORATION ☐ FORMATION OF _____
2	NAME OF THE CITY/SPECIAL DISTRICT BEING AFFECTED Imperial CA.
3	THE PROPOSED BOUNDARIES OF THE TERRITORY(IES) INCLUDED IN THE PROPOSAL ARE AS DESCRIBED IN THE EXHIBIT(S) ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN. ☒ YES, BOUNDARY EXHIBITS ARE ATTACHED

PAGE 1 OF 6

4	PLEASE LIST ANY OTHER DOCUMENTS BEING SUBMITTED WITH THE APPLICATION (EXCEPT THOSE ALREADY REQUIRED BY LAFCO). <u>map.</u>
5	THE TERRITORY(IES) INCLUDED IN THE PROPOSAL IS/ARE: ☒ UNINHABITED ☐ INHABITED (12 OR MORE REGISTERED VOTERS)
6	CURRENTLY, THE TERRITORY(IES) INCLUDED IN THE PROPOSAL IS/ARE: ☒ DEVELOPED ☐ UNDEVELOPED
7	IS THIS PROPOSAL CONSISTENT WITH THE SPHERE OF INFLUENCE OF THE AFFECTED CITY AND/OR DISTRICT? ☒ YES ☐ NO
8	PLEASE DESCRIBE IN DETAIL, THE REASONS FOR THE PROPOSED CHANGE OF ORGANIZATION (ANNEXATION, DETACHMENT, ETC.). USE ATTACHED SHEET IF NECESSARY. <u>City of Imperial eaziers for permits & to develop new grounds.</u>
9	THE PROPOSED CHANGE OF ORGANIZATION IS REQUESTED, SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS: <u>N/A</u>
10	WOULD THIS PROPOSAL CREATE AN ISLAND OF UNINCORPORATED TERRITORY? ☒ YES ☐ NO IF YES, PLEASE EXPLAIN.
11	IS THERE A GOOD LIKELIHOOD OF A SIGNIFICANT INCREASE IN POPULATION IN THE SUBJECT AREA WITHIN THE NEXT TEN YEARS? IN UNINCORPORATED AREAS? ☐ YES ☒ NO IN INCORPORATED AREAS? ☒ YES ☐ NO ESTIMATED ADDITIONAL POPULATION: <u>0</u>
12	WHAT IS THE EXISTING ZONING? <u>Industrial</u> WHAT IS THE PROPOSED ZONING? <u>same.</u>
13	HAS OR IS THE AREA BEEN/BEING PRE-ZONED? ☐ YES ☒ NO WHAT IS THE PRE-ZONING CLASSIFICATION? <u>n/a</u> WHAT DATE WAS THIS PRE-ZONED? <u>n/a.</u>

14	WHAT IS THE PLANNED GENERAL PLAN DESIGNATION OF THE AREA BY THE AFFECTED CITY? <u>INDUSTRIAL</u>	
15	DESCRIBE ANY SPECIAL LAND USE CONCERNS EXPRESSED IN THE ABOVE PLANS. <u>N/A</u>	
16	SPECIFY ANY AND ALL EXISTING LAND USES: <u>INDUSTRIAL</u> WHAT ARE THE PROPOSED LAND USES? <u>truck yard</u> DESCRIBE YOUR PROJECT IN DETAIL: _____	
17	DOES THE APPLICATION CONTAIN 100% WRITTEN CONSENT OF EACH PROPERTY OWNER IN THE SUBJECT TERRITORY?	☒ YES ☐ NO
18	WILL THE ANNEXED TERRITORY BE LIABLE FOR ITS SHARE OF EXISTING BONDED INDEBTEDNESS?	☒ YES ☐ NO
19	WILL THE ANNEXED TERRITORY BE INCLUDED WITHIN ANY PARTICULAR TAX DIVISION OR ZONE OF THE ANNEXING TERRITORY? PLEASE SPECIFY. _____ _____	
20	IF THE PROPOSAL INCLUDES THE CONSOLIDATION OF SPECIAL DISTRICTS, THE PROPOSED NAME OF THE CONSOLIDATED DISTRICT IS: <u>N/A</u>	
21	IF AN INCORPORATION IS INCLUDED IN THE PROPOSAL: (A) THE NAME PROPOSED FOR THE NEW CITY IS: _____ (B) PROVISIONS ARE REQUESTED FOR APPOINTMENT OF: (I) CITY MANAGER ☐ YES ☐ NO (II) THE CITY CLERK AND CITY TREASURER ☐ YES ☐ NO	

22	IF THE FORMATION OF A NEW DISTRICT(S) IS INCLUDED IN THE PROPOSAL:	
	(A) THE PRINCIPAL ACT(S) UNDER WHICH SAID DISTRICT(S) IS/ARE PROPOSED TO BE FORMED IS/ARE: _____ _____	
	(B) THE PROPOSED NAME(S) OF THE NEW DISTRICT(S) IS/ARE: _____ _____	
	(C) THE BOUNDARIES OF THE PROPOSED NEW DISTRICT(S) ARE AS DESCRIBED IN EXHIBITS _____, INCORPORATED HEREIN.	
23	THE PERSON(S) SIGNING THIS PETITION HAVE SIGNED AS:	(CHECK ONLY ONE) ☐ REGISTERED VOTERS ☒ OWNERS OF LAND
24	AS REQUIRED, THE FOLLOWING ITEMS ARE ENCLOSED WITH THIS APPLICATION: ☒ DEPOSIT INDEMNIFICATION AGREEMENT ☒ LEGAL DESCRIPTION ANNEXATION MAP (10 COPIES)	

APPLICANT SIGNATURE

DATE

Please complete the names and addresses of additional persons (not including the owner/applicant previously listed at the beginning of the application) who are requesting to have furnished copies of the agenda and Executive Officer's Report and/or mailed notices of the hearing of this proposal. Please attach additional pages if necessary.

PERSON 1	REQUESTS:	☐ AGENDA COPIES ☐ HEARING PACKAGE HARD COPY	☐ PUBLIC NOTICE OF HEARING ☐ HEARING PACKAGE ON CD
NAME		COMPANY	
MAILING ADDRESS		TELEPHONE NUMBER	
CITY, STATE, ZIP		EMAIL ADDRESS	

PERSON 2	REQUESTS:	☐ AGENDA COPIES ☐ HEARING PACKAGE HARD COPY	☐ PUBLIC NOTICE OF HEARING ☐ HEARING PACKAGE ON CD
NAME		COMPANY	
MAILING ADDRESS		TELEPHONE NUMBER	
CITY, STATE, ZIP		EMAIL ADDRESS	

NOTICE:

*Prior to the effective date of any jurisdictional change (i.e. annexation, detachment, etc.) the governing bodies of all agencies whose service areas or service responsibilities would be altered by such change shall meet to determine the amount of property tax revenues to be exchanged between and among such affected agencies. Notwithstanding any other provisions of law, no such jurisdictional change shall become effective until each county and city included in such negotiation agrees, **BY RESOLUTION**, to accept the negotiated exchange of property tax revenues.*

NOTE:

The resolutions referred to above shall be attached to this application prior to filing with the Local Agency Formation Commission. The Executive Officer of the Local Agency Formation Commission shall not issue a Certificate of Completion (COC) until such resolution is filed with LAFCO.

Wherefore, petitioner(s) request(s) that proceedings be taken in accordance with the provisions of Section 56000, et seq. of the Government Code and herewith affix signature(s) as follows:

Chief Petitioners (not to exceed three):

Justo Felix
PRINT NAME

10/9/15
DATE

SIGNATURE

253 West Horne rd El Centro ca
RESIDENCE ADDRESS 92243

Gisel C Felix
PRINT NAME

10/9/15
DATE

SIGNATURE

253 West Horne rd El Centro ca
RESIDENCE ADDRESS 92243

PRINT NAME

DATE

SIGNATURE

RESIDENCE ADDRESS



INDEMNIFICATION AGREEMENT

As part of this application, applicant and real party in interest, if different, agree to defend, indemnify, hold harmless, and release the Imperial County Local Agency Formation Commission, its agents, officers, attorneys, and employees (including consultants) from any claim, action, or proceeding brought against any of them, the purpose of which is to attack, set aside, void, or annul the approval of this application or adoption of the environmental document which accompanies it. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorney fees, or expert witness fees that may be asserted by any person or entity, including the applicant, arising out of or in connection with the approval of this application, whether or not there is concurrent negligence on the part of the Imperial County Local Agency Formation Commission, its agents, officers, attorneys, or employees (including consultants).

If any claim, action, or proceeding is brought against Imperial County Local Agency Formation Commission, its agents, officers, attorneys, or employees, to attack, set aside, void, or annul the approval of the application or adoption of the environmental document which accompanies it, then the following procedures shall apply:

1. The Executive Officer shall promptly notify the Commission of any claim, action or proceeding brought by an applicant challenging the Commission's action. The Commission, its agents, attorneys and employees (including consultants) shall fully cooperate in the defense of that action.
2. The Commission shall have final determination on how to best defend the case and may defend it with in-house counsel, or by retaining outside counsel. In either case applicant shall be fully responsible for all costs incurred. Applicant may request to provide his or her own counsel to defend the case, however prior written approval of the Commission shall be obtained. Said independent counsel shall work with LAFCO counsel to provide a joint defense and shall include a complete defense of LAFCO to the satisfaction of the Commission.

EXECUTED IN Imperial CALIFORNIA ON October 13 2015
(CITY) (MONTH) (DAY) (YEAR)

APPLICANT

NAME (PRINT): Justo P. Felia

TITLE: owner

SIGNATURE: _____

MAILING ADDRESS:

253 west Horne rd
el centro ca 92243

REAL PARTY IN INTEREST / PROPERTY OWNER (IF DIFFERENT FROM APPLICANT)

NAME (PRINT): Justo P. Felia

TITLE: owner

SIGNATURE: _____

MAILING ADDRESS:

253 west Horne rd
el centro ca.

FOR LAFCO USE ONLY

RECEIVED BY: Paula Duf

DATE RECEIVED: 10-13-15

PROJECT NO. IM 3-15

J:\HDEB\IS\LAFCO\Forms\2014 Forms\Indemnification Agreement.doc Updated 06/30/2014

Douglas R. Newland, CPA
Auditor-Controller
douglasnewland@co.imperial.ca.us



County Administration Center
940 Main Street, Suite 108
El Centro, California 92243
Telephone: 442-265-1299
FAX: 442-265-1296

AUDITOR-CONTROLLER

September 26, 2016

Ralph Cordova Jr.
County Executive Officer
County of Imperial
Administration Center
El Centro, CA 92243

Subject: Annexation - LAFCO File No. IM 3-15
(Justo Felix)

RECEIVED
SEP 29 2016
Imperial County
Local Agency Formation Commission

Dear Mr. Cordova:

Pursuant to Section 99(B) of the Revenue and Taxation Code the estimated amount of property tax revenue generated within the territory which is subject to jurisdictional change for the current fiscal year are as follows:

County General Fund	\$1,452
County Library	\$73
County Fire Protection	\$508

The estimated proportion of property tax revenue are:

County General Fund	20%
County Library	1%
County Fire Protection	7%

The estimated total assessed valuation for the territory subject to jurisdictional change is \$726,213.

Sincerely,

Douglas R. Newland, CPA
Auditor-Controller

By: *Ivonne Ramirez*

Ivonne Ramirez
Special Accounting Manager

cc: LAFCO Executive Officer

TAX AND FISCAL IMPACT AGREEMENT FOR ANNEXATION IM 3-15

THIS AGREEMENT is made and entered into by and between the COUNTY OF IMPERIAL, a political subdivision of the State of California, hereinafter referred to as "County", and the CITY OF IMPERIAL, a municipal corporation, hereinafter referred to as "City."

WHEREAS, Section 99 of the Revenue and Taxation Code provides that in case of a jurisdictional change, the governmental bodies of all agencies whose service areas or responsibilities would be altered by such jurisdictional change must agree, by resolution, to accept the negotiated exchange of property tax revenues; and

WHEREAS, California Government Code Section 56668 requires certain factors be considered in review of any proposal before the Local Agency Formation Commission, hereinafter referred to as "LAFCO," (including the "effect of the proposed action and of alternative actions on adjacent areas, on mutual social and economic interests and on the local government structure of the county"); and

WHEREAS, California Government Code Section 56069 defines "Proposal" as a request or statement of intention may be by petition or by resolution of application of a legislative body proposing proceedings for the change of organization or reorganization described in the request or statement of intention; and

WHEREAS, California Government Code Section 56021 defines "Change of organization" to mean any of the following:(a) a city incorporation;(b) a district formation; (c) an annexation to, or detachment from, a city or district;(d) a disincorporation of a city; (e) a district dissolution; (f) a consolidation of cities or special districts;(g) a merger or establishment of a subsidiary district, and;

WHEREAS, LAFCO requires a written agreement between the affected governmental bodies prior to the approval of any annexation to offset any negative fiscal impacts, and;

1 WHEREAS, **ANNEXATION IM 3-15** involves the annexation of approximately
2 27.01 acres of land to the City of Imperial (Assessor's Parcel Numbers 044-200-077, 044-200-
3 079 and 044-200-081) for the purpose of Rail-Served Industrial ("I-2").
4 Assessor's Parcel Number 044-200-079 will be developed with twenty (20) truck parking stalls,
5 open-air storage areas for cargo containers, an office trailer, and retention basin; and

6 WHEREAS, In order to offset the "negative fiscal impacts" to County and City for
7 **ANNEXATION IM 3-15**, County and City are entering into this Agreement, and;

8
9 WHEREAS, Through this Agreement, City agrees to pay County a designated amount
10 to offset the negative impacts created through an annexation of territory to the City, and;

11 WHEREAS, The parties have negotiated this Tax and Fiscal Agreement for the exchange
12 of property tax revenues and to offset negative impacts from **ANNEXATION IM 3-15** to the
13 City.

14
15 WHEREAS, The current assessed value for the territory within **ANNEXATION**
16 **IM 3-15**, including improvements, is \$726,213.00.

17 NOW, THEREFORE, the County and City agree as follows:

18 1. DEFINITIONS.

19 a. "Base year revenues" means property tax revenues accruing to each agency
20 in the current fiscal year, being defined as the fiscal year in which the annexation is accepted by
21 the State Board of Equalization.

22
23 b. "Tax increment" means that the amount of property tax revenues in excess
24 of base year revenues accruing to each agency (by Tax Rate Area) and resulting from the increase
25 in assessed valuation from one year to the next.

26 c. "TRA" means tax rate area.

27 d. County and City are sometimes hereinafter collectively referred to as
28

1 "Parties".

2 2. APPORTIONMENT.

3 a. When a special district, including County Fire and Library Districts, gives
4 up its service responsibility in a territory, upon annexation of such territory to a City, the affected
5 special districts shall transfer to the City all of its base year revenues and tax increment attributable
6 to the annexed territory, effective in the fiscal year following the calendar year in which
7 annexation is completed.

8 b. For jurisdictional changes where the proposed area is agreed to by County
9 and City to be substantially developed, no transfer of the base year revenues is required. The
10 aggregate amount of the tax increment that would accrue to County, as a result of the aforesaid
11 base year revenue apportionment, shall be distributed in the amount of fifty percent (50%) of the
12 increment to the City and fifty percent (50%) of the increment to the County.

14 c. For all other jurisdictional changes, the County shall transfer to the City
15 forty percent (40%) of the base year revenues. The aggregate amount of the tax increment that
16 would accrue to County and City, as a result of the aforesaid base year revenue apportionment,
17 shall be distributed in the amount of fifty percent (50%) of the increment to the City and fifty
18 percent (50%) of the increment to the County.

20 3. APPLICATION.

21 The provisions of this Agreement shall apply to the apportionment of all secured
22 and unsecured property tax revenues, due to **ANNEXATION IM 3-15** to the City.

23 4. FISCAL IMPACT PAYMENT

24 a. To offset the negative impact to County of **ANNEXATION IM 3-15**,
25 City, as compensation for the discounted negative impacts for the first twenty (20) years of project
26 development, agrees to pay County certain impact fees pursuant to the *Schedule of Fiscal Impact*
27
28

1 *Fees Per Unit (residential) and per Square Foot (nonresidential) – Countywide* attached hereto as
2 **EXHIBIT "A"**. Said fee schedule is pursuant to the Impact Fee Study prepared for the County of
3 Imperial, California, by Tischler Bise dated August 17th, 2006. A copy of said Impact Fee Study
4 is available upon request.

5 b. Said payment of impact fees shall be made to County by City in a lump
6 sum upon annexation or recordation of the Final Map, or issuance of permits, as applicable.

7 c. As an alternative said payments shall be made to County based upon the
8 number of building permits issued by City on a quarterly basis including October 1, January 1,
9 April 1 and July 1 beginning the first quarter following the issuance of any building permit related
10 to **ANNEXATION IM 3-15**.

11 d. All payments shall be sent to County at the following address:

12
13 County of Imperial
14 County Executive Office
15 Attn: County Executive Office
16 940 Main Street, Suite 208
17 El Centro, CA 92243

18 5. **TERM OF AGREEMENT.**

19 This Agreement shall be in effect from the date of execution of this Agreement by
20 County and City. The terms and conditions for **ANNEXATION IM 3-15** shall remain in full
21 force and effect until each term or condition is completely and fully satisfied.

22 6. **ADVERSE PROPERTY TAX IMPACTS.**

23 Prior to the City including any portion of **ANNEXATION IM 3-15** in the next
24 twenty (20) years covered by this Agreement into any program which adversely fiscally impacts
25 County, City and County shall renegotiate and enter into a new and separate agreement which
26 addresses said negative fiscal impacts.
27
28

1 7. INTENT OF AGREEMENT.

2 a. By entering into this Agreement, the parties mutually assume the
3 continuation of a statutory scheme for the distribution of tax revenues that is compatible with the
4 provisions contained herein, and such assumption is a basic intent of this Agreement.

5 b. If any term or provision of this Agreement is held by a court of competent
6 jurisdiction to be void, invalid or otherwise unenforceable, the remaining terms and provisions
7 shall continue in full force and effect.

8 c. This Agreement is made and entered into in Imperial County, California.
9 This agreement shall be construed and enforced in accordance with the laws of the State of
10 California, except that the parties agree that any action brought by either party regarding this
11 Agreement shall be brought in a court of competent jurisdiction in Imperial County, or if
12 appropriate, in the Federal District Court serving Imperial County.
13

14 d. The parties hereto agree to act in good faith and deal fairly with the other
15 party in the performance of this Agreement.

16 e. Notices required hereunder shall be in writing and may be given either
17 personally or by registered or certified mail, postage prepaid, return receipt requested. If given
18 by registered or certified mail, such notice shall be addressed as indicated below and shall be
19 deemed given and received upon the earlier of actual receipt by the party to whom the notice
20 was sent or return of the requested receipt to the party giving notice. Notice personally given
21 shall be deemed given when delivered to the party to whom the notice is addressed. Any party
22 may upon ten (10) days written notice to the other party, change the address where notices are
23 to be sent.
24

25
26 NOTICES TO COUNTY

27 County of Imperial
28 County Executive Office

1 Attention: County Executive Officer
2 940 Main Street, Suite #208
3 El Centro, CA 92243

4 **WITH COPIES TO**

5 Imperial County LAFCO
6 Attention: Executive Officer
7 1122 State Street, Suite D
8 El Centro, CA 92243

9 **NOTICES TO CITY OF IMPERIAL**

10 City of Imperial
11 Attention: City Manager
12 420 South Imperial Avenue
13 Imperial California 92251

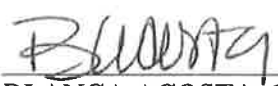
14 8. **EXECUTION OF AGREEMENT.**

- 15 a. The PARTIES herein agree that this Agreement may be executed in
16 counterparts.
17 b. The PARTIES herein each warrant and represent that they are authorized to
18 execute this Agreement and bind City or County to the terms and conditions of this Agreement.

19 IN WITNESS WHEREOF, the parties have executed this Agreement in
20 El Centro, California, on January 24th, 2017.

21 COUNTY OF IMPERIAL

22 
23 MICHAEL W. KELLEY, Chairman
24 Board of Supervisors

25 ATTEST: 
26 BLANCA ACOSTA, Clerk of the
27 Board of the County of Imperial

28 APPROVED AS TO FORM:

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 for:

KATHERINE TURNER
County Counsel

CITY OF IMPERIAL


JAMES TUCKER
Mayor

ATTEST: 
DEBRA JACKSON
Clerk of the City of Imperial

APPROVED AS TO FORM:

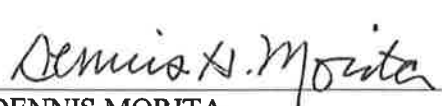

DENNIS MORITA
City Attorney

Exhibit “A”

COUNTY OF IMPERIAL
FISCAL IMPACT FEES
EFFECTIVE JANUARY 20, 2007

Exhibit A

	Total Impact Fee Per Unit	Per Fiscal Impact Studies	Surcharge for Developable Land	Total
Units		Per Housing Unit		
Residential				
Single Family	\$2,420	\$225	\$72.60	\$2,718
Multi Family	\$1,895	\$276	\$56.85	\$2,228
Mobile Home	\$1,624		\$48.72	\$1,673
	Countywide Impact Fee Per 1,000 Square Foot			
Non-Residential				
Com/Shop Ctr (50,000 or less sq ft)	\$671.00	\$80.00	\$20.00	\$771
Com/Shop Ctr (50,001-100,000 sq ft)	\$587.00	\$80.00	\$17.00	\$684
Com/Shop Ctr (100,001-200,000 sq ft)	\$513.00	\$80.00	\$15.00	\$608
Com/Shop Ctr over (200,000 sq ft)	\$449.00	\$80.00	\$13.00	\$542
Office/Inst (25,000 or less sq ft)	\$549.00	\$80.00	\$16.00	\$645
Office/Inst (25,000-50,000 sq ft)	\$502.00	\$80.00	\$15.00	\$597
Office/Inst (50,001-100,000 sq ft)	\$461.00	\$80.00	\$13.00	\$554
Medical-Dental Office	\$700.00	\$80.00	\$21.00	\$801
Hospital	\$470.00	\$80.00	\$14.00	\$564
Business Park	\$407.00	\$80.00	\$12.00	\$499
Light Industrial	\$276.00	\$80.00	\$8.00	\$364
Manufacturing	\$199.00	\$80.00	\$5.00	\$284
Warehousing	\$162.00	\$80.00	\$4.00	\$246
Elementary School	\$216.00	\$80.00	\$6.00	\$302
Other Non-Residential				
Lodging (per room)	\$91.00		\$2.00	\$93
Day Care (per student)	\$55.00		\$2.00	\$57
Nursing Home (per bed)	\$54.00		\$1.00	\$55

Prepared 11/14/2006

Based on TischlerBise Fiscal Impact Fee Study dated August 17, 2006 &
Proposed Fiscal Impact Fee Ordinance

ORDINANCE NO. 790

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL, CALIFORNIA, APPROVING A PRE-ZONING DESIGNATION OF I-2 (RAIL SERVED INDUSTRIAL) FOR THE FELIX ANNEXATION AREA

WHEREAS, the City Council of the City of Imperial, California considered all of the evidence, including, but not limited to, the City Planning Commission Resolution, staff report and attachments, and public testimony at a duly notified public hearing on June 1, 2016; and

WHEREAS, the City Council finds that the Pre-zoning is consistent with the goals, objectives and policies of the City of Imperial General Plan and will not conflict with the General Plan; and

WHEREAS, the City Council finds that the Pre-zoning will not be detrimental to the public interest, health, safety, convenience, or welfare of the City; and

WHEREAS, the proposed action complies with the provisions of the California Environmental Quality Act (CEQA) and a Mitigated Negative Declaration Final Environmental Impact Report was adopted certified for the project.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IMPERIAL DOES ORDAIN AS FOLLOWS:

Section 1. In view of all the evidence and based on the foregoing findings and conclusions, the City Council hereby approves the Pre-zoning of the Felix Annexation Area as shown on the attached map (Exhibit A), for the purpose of establishing applicable zoning districts in accordance with the land use policies of the Imperial General Plan, in preparation for submission of an application to the Imperial County Local Area Formation Commission seeking annexation of the project area into the City of Imperial.

Section 2. Effective Date: This Ordinance shall take effect 30 days after its passage and adoption pursuant to California Government Code Section 36937 and shall supersede any conflicting provision of any City of Imperial ordinance.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Imperial, this 15th day of June 2016.


Douglas A. Cox, Mayor

ATTEST:


Debra Jackson, City Clerk

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL)ss
CITY OF IMPERIAL)

I, Debra Jackson, City Clerk of the City of Imperial, do hereby certify that the foregoing Ordinance No. 790 had its 1st reading on June 1, 2016 and was passed by the following roll call vote:

AYES: GRAN, SAMPSON, TUCKER, AND COX
NOES: NONE
ABSENT: DALE
ABSTAIN: NONE **MOTION CARRIED 4-0**

I, Debra Jackson, City Clerk of the City of Imperial, do hereby certify that the foregoing Ordinance No. 790 had its 2nd reading on June 15, 2016 and was passed by the following roll call vote:

AYES: DALE, GRAN, SAMPSON, TUCKER, AND COX
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE **MOTION CARRIED 5-0**



DEBRA JACKSON, CITY CLERK
CITY OF IMPERIAL, CALIFORNIA



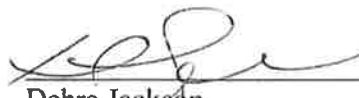
CITY COUNCIL:
Doug Cox – Mayor
James Tucker – Mayor Pro Tem
Geoff Dale – Councilmember
Mark Gran – Councilmember
Betty Sampson – Councilmember

CITY CLERK
Debra Jackson

CITY TREASURER
Stacy Cox

CERTIFICATE
OF
CITY CLERK

I, Debra Jackson, City Clerk of the City of Imperial DO HEREBY CERTIFY THAT the foregoing is a true and correct copy of Ordinance 790 adopted by the City Council of the City of Imperial at their regular meeting of June 15, 2016.


Debra Jackson
City Clerk
City of Imperial

Dated: October 19, 2016

RESOLUTION NO. 2016-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL APPROVING THE FELIX ANNEXATION, PRE-ZONE AND NEGATIVE DECLARATION

WHEREAS, Justo Felix submitted an application for a Pre-Zone and Annexation, hereafter "project," for certain real property having assessor's parcel numbers 044-200-077, 044-200-079, and 044-200-081 and legally described as shown on Exhibit B; and

WHEREAS, a duly notified public hearing was held by the Planning Commission during an adjourned meeting on April 18, 2016 and continued to May 11, 2016; and

WHEREAS, a duly notified public hearing was also held by the City Council during its regular meeting on June 1, 2016; and

WHEREAS, upon hearing and considering all testimony and arguments, examining the Environmental Study, analyzing the information submitted by staff and considering any written and oral comments received, the City Council considered all facts relating to the project.

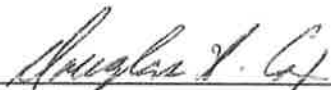
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Imperial as follows:

- A) That the foregoing recitations are true and correct; and
- B) That based on the evidence presented at the public hearing, the City Council hereby **APPROVES** the proposed project subject to the conditions of approval outlined in Exhibit A and based on the following findings:
 - 1. The project has been reviewed in accordance with the requirements set forth by the City of Imperial for implementation of the California Environmental Quality Act and that the project is in compliance with the California Environmental Quality Act, Section 2100 through 21176 of the Public Resources Code.
 - 2. The initial environmental assessment shows that there is no

substantial evidence that the project may have a significant impact on the environment.

3. The proposed project is consistent with the intent of the Imperial General Plan and adopted policies.
4. The proposed project is consistent with the objectives of the City of Imperial Zoning Ordinance.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Imperial, this 1st day of June 2016.


Douglas A. Cox, Mayor

ATTEST:


Debra Jackson, City Clerk

EXHIBIT A

CONDITIONS OF APPROVAL

for

FELIX ANNEXATION AND PRE-ZONE

1. All projects and construction activities shall be subject to final approval by the Planning Commission.
2. The Developer/Applicant shall submit a lighting plan prior to any construction activity. All lighting installed shall be shielded and directed so as to minimize significant off-site glare or adverse light intrusion into neighboring properties. The lighting plan shall be reviewed and approved by the City of Imperial Planning Department and Building Department. The Planning Department may require light reducing techniques such as the installation of fencing, mature landscaping, or directing of lighting toward the ground;
3. Developer/Applicant shall comply with all local, State and Federal laws, regulations, rules, ordinances, and standards as they pertain to this project, whether specified herein or not. Where conflicts occur, the most stringent shall apply.
4. The Developer/Applicant shall offer for dedication all rights of way, easements, or parcels of land required for both on-site and off-site construction of streets, pipelines, utilities and the storm water retention basin.
5. The Applicant shall agree to defend, indemnify and hold harmless the City of Imperial and its agents, including consultants, officers and employees from any claim, action or proceeding against the City or its agents, including consultants, officers and employees to attack, set aside, void, or annul the approval of the Conditional Use Permit. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorney's fees, or expert witness costs that may be asserted by any person or entity, including the Property Owner/Applicant arising out of or in connection with the approval of the Conditional Use Permit, including any claim for private attorney general fees claimed by, or awarded to any party from the City.
6. The Developer/Applicant shall pay all applicable impact and capacity fees.
7. The Developer/Applicant shall pay any and all amounts as determined by the City of Imperial to defray all costs for the review of maps, drawings, reports, field investigations, or other activities related to compliance of this project with City ordinances and/or any other laws, regulations, or requirements that apply. No Subdivision Map shall record until such costs have been paid to the City.
8. All maps, plans, studies, cost estimates, designs and calculations required for this project shall be subject to the review and approval of the City Engineer, Department of Public Works and Department of Community Development prior to submittal for approval to record the Subdivision Map.

9. All infrastructure improvements shall be constructed, or in lieu thereof, security provided to ensure construction, prior to the recordation of a Final Subdivision Map.
10. The Developer shall comply with the City's Water Master Plan to ensure sufficient volume and flow of water. The Developer shall construct new water mains in the project area if necessary and built according to City development standards.
11. The Developer shall comply with the City's Sewer Master Plan to ensure sufficient handling of waste. The Developer shall improve the collection system through the construction of new sanitary sewer mains and lift stations where required and in accordance with City development standards.
12. Prior to the start of any construction activity, a qualified biologist shall survey the site for any active owl burrows. Any burrows found shall be identified and flagged. Burrows shall not be disturbed during the mating season (February 15 to August 15). After the mating season ends, the burrows will be destroyed to prevent the return of the owls to these burrows during the next mating season.
13. The project shall comply with ICAPCD's standard mitigation measures for construction combustion equipment and mandatory Rule VIII to ensure that adequate air quality is maintained.
14. Construction sites shall control dust (PM-10) generation through daily watering in accordance with a dust control plan submitted to and approved by the Air Pollution Control District as required by Imperial APCD Rule 800.
15. A Hydrology Study shall be submitted to the City Engineer for review and approval during the design phase of this project. The Hydrology Study shall determine the need for a pump station and must adequately address drainage for all proposed parcels in compliance with the City's adopted standards.
16. The proposed project and design criteria must provide for the storage capacity of a 100-year storm. If the 100 year storm retention basin is unable to be drained within a 72-hour detention time, a Mosquito Abatement Plan shall also be required.
17. A Grading and Drainage Plan shall be submitted to the City Engineer for review and approval. The Grading and Drainage Plan shall address property grading and erosion control which shall include the prevention of sedimentation or damage to off-site properties. A Storm Water Pollution Prevention Plan (SWPPP) shall be submitted to the City of Imperial for review and approval. Best Management Practices shall be utilized to minimize or prevent storm water pollution.
18. The developer shall reduce potential impacts to the nearby noise-sensitive residential uses. During all project site excavation and grading on-site, the construction contractors shall equip all construction equipment, fixed or mobile with properly operating and maintained mufflers, consistent with the manufacturers' standards. The construction contractor shall place all stationary construction equipment so that emitted noise is directed away from the noise sensitive receptors nearest the project site.
19. Construction scheduling for the project area shall be limited to the hours of 7 a.m. and 8 p.m. Monday through Friday with the exception of legal holidays. The Building Department may issue a written "early work permit" if hot or inclement weather creates

a need to start earlier than 7 a.m. The construction contractor shall limit haul truck deliveries to the same hours specified for construction equipment. To the extent feasible, haul routes shall not pass sensitive land or residential dwellings.

20. The conditional approval of the Pre-Zone and Annexation shall not constitute the waiver of any requirement of the City's Ordinances or regulations, except where a condition set forth herein specifically provides for a waiver.
21. The Developer/Applicant shall obtain, pay for and comply with all permits from the Imperial Irrigation District, and other applicable agencies for all improvements within, across, or affecting the respective rights of way.
22. All conditions of approval for this project shall be reprinted and included as a plan sheet(s) with the building permit plan check sets submitted for review and approval. These conditions of approval shall be on, at all times, all grading, landscaping, and construction plans kept on the project site. It is the responsibility of the Applicant to ensure that the project contractor is aware of, and abides by, all conditions of approval. Prior approval from the Planning Department must be received before any changes are constituted in site design, grading, building design, building colors or materials, landscape material, etc.

EXHIBIT B

**ANNEXATION
LEGAL DESCRIPTION**

THAT PORTION OF THE NORTH HALF OF THE WEST HALF OF TRACT 100, TOWNSHIP 15 SOUTH, RANGE 14 EAST, SAN BERNARDINO MERIDIAN, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, LYING EAST OF THE SOUTHERN PACIFIC RAILROAD RIGHT OF WAY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTH HALF OF THE WEST HALF OF SAID TRACT 100, SAID POINT BEING THE NORTHWEST CORNER OF BRATTON SUBDIVISION UNIT NO. 1 ACCORDING TO MAP ON FILE IN BOOK 24, PAGE 1 OF FINAL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF IMPERIAL COUNTY, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING (TPOB);

THENCE SOUTHERLY ALONG THE EAST LINE OF THE NORTH HALF OF THE WEST HALF OF TRACT 100, SOUTH $00^{\circ}09'47''$ EAST, A DISTANCE OF 1319.16 FEET TO THE SOUTHEAST CORNER OF THE NORTH HALF OF THE WEST HALF OF SAID TRACT 100;

THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTH HALF OF THE WEST HALF OF TRACT 100, NORTH $89^{\circ}58'54''$ EAST, A DISTANCE OF 892.91 FEET TO THE POINT OF INTERSECTION WITH THE EAST LINE OF THE SOUTHERN PACIFIC RAILROAD RIGHT OF WAY;

THENCE NORTHERLY ALONG THE SAID EAST LINE OF THE SOUTHERN PACIFIC RAILROAD RIGHT OF WAY, NORTH $00^{\circ}03'43''$ WEST, A DISTANCE OF 1319.56 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT 100;

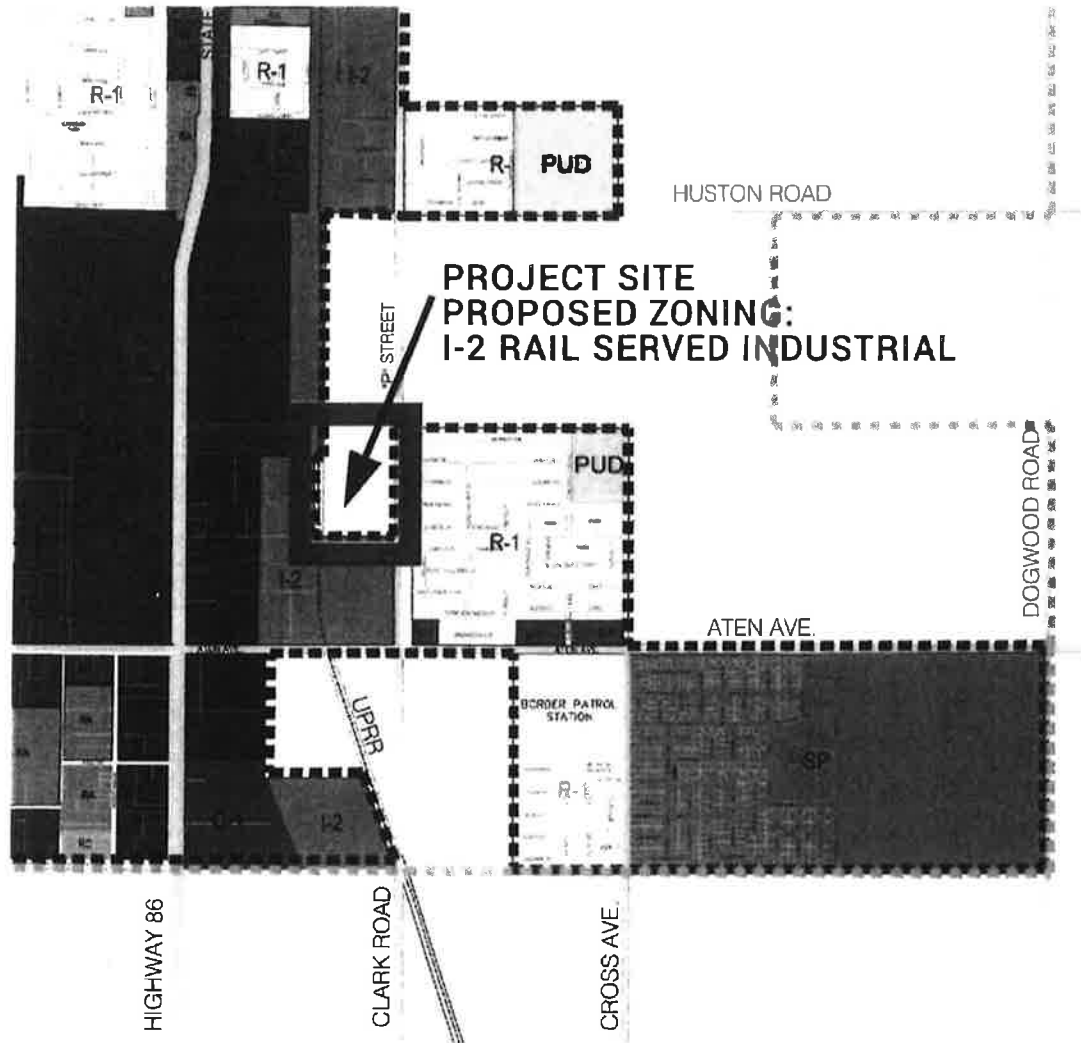
THENCE EASTERLY ALONG SAID NORTH LINE OF TRACT 100, SOUTH $89^{\circ}59'17''$ EAST, A DISTANCE OF 890.58 FEET TO THE TRUE POINT OF BEGINNING (TPOB).

SAID AREA CONTAINING 27.01 ACRES, MORE OR LESS

BASIS OF BEARING:

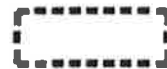
THE BASIS OF BEARING FOR THIS SURVEY IS THE BEARING OF $S\ 00^{\circ}09'47''\ E$ WHICH IS THE BEARING OF THE EAST LINE OF THE WEST HALF OF TRACT 100, ACCORDING TO THE FINAL MAP FOR BRATTON SUBDIVISION UNIT NO. 1, AS RECORDED IN BOOK 24, PAGE 1 OF FINAL MAPS, IN THE OFFICE OF THE COUNTY RECORDER.

EXHIBIT C
ZONING MAP



CITY OF IMPERIAL
ZONING MAP

CITY LIMITS



SPHERE OF INFLUENCE



STATE OF CALIFORNIA)
COUNTY OF IMPERIAL)ss
CITY OF IMPERIAL)

I, the undersigned, City Clerk of the City of Imperial, DO HEREBY CERTIFY that the foregoing Resolution No. 2016-19 was duly and regularly adopted at a Regular meeting of the City Council of the City of Imperial held on the 1st day of June 2016, by the following vote:

AYES: GRAN, SAMPSON, TUCKER, AND COX
NAYES: NONE
ABSTAIN: NONE
ABSENT: DALE

MOTION CARRIED 4-0



DEBRA JACKSON, CITY CLERK
CITY OF IMPERIAL, CALIFORNIA



CITY COUNCIL
Doug Cox – Mayor
James Tucker – Mayor Pro Tem
Geoff Dale – Councilmember
Mark Gran – Councilmember
Betty Sampson – Councilmember

CITY CLERK
Debra Jackson

CITY TREASURER
Stacy Cox

CERTIFICATE

OF

CITY CLERK

I, Debra Jackson, City Clerk of the City of Imperial DO HEREBY CERTIFY THAT the foregoing is a true and correct copy of Resolution 2016-19 adopted by the City Council of the City of Imperial at their regular meeting of June 1, 2016.

Debra Jackson
City Clerk
City of Imperial

Dated: October 19, 2016

RESOLUTION NO. 2017-01

**A RESOLUTION OF THE CITY OF IMPERIAL CITY COUNCIL APPROVING A TAX
AND FISCAL IMPACT AGREEMENT BETWEEN THE CITY OF IMPERIAL AND
THE COUNTY OF IMPERIAL FOR ANNEXATION IM 3-15**

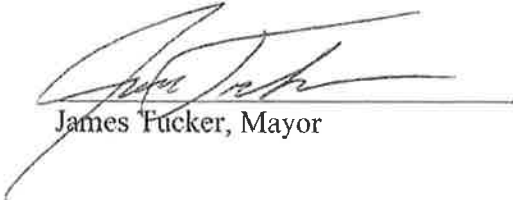
WHEREAS, the City Council of the City of Imperial approved the annexation of 27.01 acres of land (044-200-077, 044-200-079, and 044-200-081) in June 2016; and

WHEREAS, Section 99 of the Revenue and Taxation Code provides that governmental bodies of all agencies whose service areas or responsibilities would be altered by a jurisdictional change, such as the approved annexation, must agree, by resolution, to accept the negotiated exchange of property tax revenues.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Imperial as follows:

- A) That the foregoing recitations are true and correct; and
- B) That the City of Imperial approves and agrees to the terms outlined in the Tax and Fiscal Impact Agreement for Annexation IM 3-15 which is attached as Exhibit A of this Resolution.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Imperial, this 18th day of January 2017.



James Tucker, Mayor

ATTEST:



Debra Jackson, City Clerk

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL)ss
CITY OF IMPERIAL)

I, the undersigned, City Clerk of the City of Imperial, DO HEREBY CERTIFY that the foregoing Resolution No. 2017-01 was duly and regularly adopted at a Regular meeting of the City Council of the City of Imperial held on the 18th day of January 2071, by the following vote:

AYES: DALE, SAMPSON, AND TUCKER

NAYES: NONE

ABSTAIN: NONE

ABSENT: AMPARANO AND PECHTL

MOTION CARRIED 3-0



DEBRA JACKSON, CITY CLERK
CITY OF IMPERIAL, CALIFORNIA

CERTIFICATE

OF

CITY CLERK

I, Debra Jackson, City Clerk of the City of Imperial DO HEREBY CERTIFY THAT the foregoing is a true and correct copy of Resolution 2017-01 adopted by the City Council of the City of Imperial at their regular meeting of January 18, 2017.



Debra Jackson
City Clerk
City of Imperial

Dated: January 19, 2017

RESOLUTION NO. 2017-42

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL
AMENDING THE CONDITIONS OF APPROVAL OUTLINED IN
RESOLUTION NO. 2016-06 FOR THE JUSTO FELIX ANNEXATION**

WHEREAS, the Planning Commission adopted Resolution No. 2016-06 approving the Felix Annexation subject to Conditions of Approval; and

WHEREAS, neighboring residents have expressed concerns to LAFCO and City Council with the project including but not limited to safety issues of school children in the vicinity of school bus stop on Clark Road, hours of operation of the business, speed travel of trucks entering and exiting the business and truck traffic; and

WHEREAS, based on these concerns, it is recommended to place additional Conditions of Approval on the project; and

WHEREAS, the City Council recommended additional Conditions of Approval therefore referring this project back to the Planning Commission; and

WHEREAS, a duly notified public hearing was conducted by the Planning Commission on April 18, 2016 and continued to May 11, 2016; and August 9, 2017; and

WHEREAS, a duly notified public hearing was also held by the City Council during its regular meeting on June 1, 2016; May 3, 2017; May 17, 2017; June 7, 2017; June 21, 2017 and September 20, 2017

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Imperial as follows:

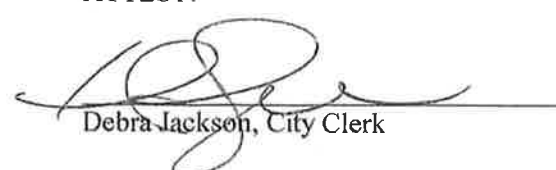
- A) That the foregoing recitations are true and correct; and
- B) That based on the evidence presented at the public hearing, the City Council hereby **APPROVES** an amendment of the Conditions of Approval for Resolution No. 2016-06 as outlined in Exhibit A.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Imperial, this 20th day of September, 2017.



Mayor

ATTEST:



Debra Jackson, City Clerk

EXHIBIT A

CONDITIONS OF APPROVAL

For

FELIX ANNEXATION AND PRE-ZONE

1. The Applicant shall dedicate a twenty-foot (20') right-of-way along the frontage of the project site in conformance with the requirements of the General Plan Circulation Element to ensure that Clark Road / "P" Street is developed as a Major Arterial.
2. The Applicant shall widen the center turn lane to a minimum of 15' in width and extend the center turn lane to the north to provide sufficient merging distance for trucks.
3. Acceleration and deceleration lanes shall be provided along the frontage of the project site. These lanes shall be provided with a 10:1 taper to the existing roadway and shall be a minimum of 12' width.
4. The Applicant shall install sidewalk, and curb and gutter along the frontage of the project site.
5. A new 80' east-west roadway shall be created to provide emergency secondary access to all portions of the properties. This shall be accomplished through the granting of an irrevocable offer of 40' right-of-way from the northern portion on APN 044-200-079 and a 40' right-of-way from the southern portion on APN 044- 200-077.
6. All gates shall be located a minimum of 100' from the edge of right-of-way to ensure sufficient truck cueing space away from roadways
7. Drought-tolerant landscaping shall be installed along the project frontage. At a minimum, landscaping shall include one 24-inch box tree for every 30' of street frontage and shrubs. A Landscaping Plan shall be submitted to the City of Imperial for review and approval prior to the issuance of a building permit. All landscaped areas shall be irrigated with automatic sprinkler systems.
8. All storage areas shall be screened from view of the public. No double-stacking of cargo containers is allowed.
9. Hours of operation shall be limited to between 7:00 a.m. and 8:30 p.m. Mondays through Fridays. No trucks shall enter or exit the project site outside of these hours. This shall include arrivals and departures. No storage containers or materials inside the facility shall be moved outside of these hours.
10. A six-foot high, solid wall, stucco or wood frame shall be installed along the street frontage of the project site.
11. The Imperial County Fire Department shall conduct a ministerial review of the Tentative Tract Map and may provide additional requirements consistent with applicable standards. Such requirements may include, but are not limited to, the location and sizing of fire hydrants, premise identification numbers (address numbers), roadway access, storage limitations related to highly flammable materials, and the installation of fire sprinklers 60 days following the approval of the

Imperial Valley Local Agency Formation Commission (LAFCo), the following Conditions of Approval shall apply:

Fire Protection Water Supply

- a. Private Fire Service main and water supply shall meet the California Fire Code Chapter 5 Section 507.
- b. All plans shall be reviewed and approved by Imperial County Fire Department before construction of the private fire protection water supply is started.
- c. All construction of underground fire lines will be inspected by Imperial County Fire Department.
- d. All components will be reviewed and approved by Imperial County Fire Department before any construction of the private fire protection water supply is started.

Firefighting Access

- e. Access to the property shall meet the requirements set forth in the 2013 California Fire Code, and all City of Imperial codes and ordinances.
- f. Firefighting Access shall meet all requirements of the 2013 California Fire Code Chapter 5 Sec. 503.
- g. Access Gates should meet all requirements of the 2013 California Fire Code Chapter 5 sec. 503.6.
- h. An approved KNOX Box/Lock will be required to be installed at all access points to the property.
- i. Secondary Access to the property shall be installed in accordance with the 2013 California Fire Code Chapter 5 Sec. 503.1.2 and local requirements, codes, and ordinances.
- j. An annual fire inspection will be conducted at the facility, in accordance with the California Fire Code 106.1 Inspection authority. The fire code official is authorized to enter and examine any building, structure, marine vessel, vehicle or premises in accordance with Section 104.3 for the purpose of enforcing this code.

Hazardous Materials

- k. Developer shall comply with Chapter 50 of the California Fire Code for Hazardous Material and submit a hazardous material management plan and hazardous material inventory statement to Imperial County Fire Department and local CUPA.
12. The Developer/Applicant shall submit a lighting plan prior to any construction activity. All lighting installed shall be shielded and directed so as to minimize significant off-site glare or adverse light intrusion into neighboring properties. The lighting plan shall be reviewed and approved by the City of Imperial Planning Department and Building Department. The Planning Department may require light reducing techniques such as the installation of fencing, mature landscaping, or directing of lighting toward the ground;

13. Developer/Applicant shall comply with all local, State and Federal laws, regulations, rules, ordinances, and standards as they pertain to this project, whether specified herein or not. Where conflicts occur, the most stringent shall apply.
14. The Developer/Applicant shall offer for dedication all rights of way, easements, or parcels of land required for both on-site and off-site construction of streets, pipelines, utilities and the storm water retention basin.
15. The City Council shall have final approval of the Pre Zone, Annexation and Environmental Review.
16. The Applicant shall agree to defend, indemnify and hold harmless the City of Imperial and its agents, including consultants, officers and employees from any claim, action or proceeding against the City or its agents, including consultants, officers and employees to attack, set aside, void, or annul the approval of the project. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorney's fees, or expert witness costs that may be asserted by any person or entity, including the Property Owner/Applicant arising out of or in connection with the approval of the Conditional Use Permit, including any claim for private attorney general fees claimed by, or awarded to any party from the City.
17. The Developer/Applicant shall pay all applicable impact and capacity fees.
18. The Developer/Applicant shall pay any and all amounts as determined by the City of Imperial to defray all costs for the review of maps, drawings, reports, field investigations, or other activities related to compliance of this project with City ordinances and/or any other laws, regulations, or requirements that apply. No Subdivision Map shall record until such costs have been paid to the City.
19. All maps, plans, studies, cost estimates; designs and calculations required for this project shall be subject to the review and approval of the City Engineer, Department of Public Works and Department of Community Development prior to issuance of building permit.
20. All infrastructure improvements shall be constructed, or in lieu thereof, security provided to ensure construction, prior to the recordation of a Final Subdivision Map.
21. The Developer shall comply with the City's Water Master Plan to ensure sufficient volume and flow of water. The Developer shall construct new water mains in the project area if necessary and built according to City development standards.
22. The Developer shall comply with the City's Sewer Master Plan to ensure sufficient handling of waste. The Developer shall improve the collection system through the construction of new sanitary sewer mains and lift stations where required and in accordance with City development standards.
23. Prior to the start of any construction activity, a qualified biologist shall survey the site for any active owl burrows. Any burrows found shall be identified and flagged. Burrows shall not be disturbed during the mating season (February 15 to August 15). After the mating season ends, the burrows will be destroyed to prevent the return of the owls to these burrows during the next mating season.

24. The project shall comply with ICAPCD's standard mitigation measures for construction combustion equipment and mandatory Rule VIII to ensure that adequate air quality is maintained.
25. Construction sites shall control dust (PM-10) generation through daily watering in accordance with a dust control plan submitted to and approved by the Air Pollution Control District as required by Imperial APCD Rule 800.
26. A Hydrology Study shall be submitted to the City Engineer for review and approval during the design phase of this project. The Hydrology Study shall determine the need for a pump station and must adequately address drainage for all proposed parcels in compliance with the City's adopted standards.
27. The proposed project and design criteria must provide for the storage capacity of a 100-year storm. If the 100 year storm retention basin is unable to be drained within a 72-hour detention time, a Mosquito Abatement Plan shall also be required.
28. A Grading and Drainage Plan shall be submitted to the City Engineer for review and approval. The Grading and Drainage Plan shall address property grading and erosion control which shall include the prevention of sedimentation or damage to off-site properties. A Storm Water Pollution Prevention Plan (SWPPP) shall be submitted to the City of Imperial for review and approval. Best Management Practices shall be utilized to minimize or prevent storm water pollution.
29. The developer shall reduce potential impacts to the nearby noise- sensitive residential uses. During all project site excavation and grading on-site, the construction contractors shall equip all construction equipment, fixed or mobile with properly operating and maintained mufflers, consistent with the manufacturers' standards. The construction contractor shall place all stationary construction equipment so that emitted noise is directed away from the noise sensitive receptors nearest the project site.
30. Construction scheduling for the project area shall be limited to the hours of 7 a.m. and 8 p.m. Monday through Friday with the exception of legal holidays. The Building Department may issue a written "early work permit" if hot or inclement weather creates a need to start earlier than 7 a.m. The construction contractor shall limit haul truck deliveries to the same hours specified for construction equipment. To the extent feasible, haul routes shall not pass sensitive land or residential dwellings.
31. The conditional approval of the Pre-Zone and Annexation shall not constitute the waiver of any requirement of the City's Ordinances or regulations, except where a condition set forth herein specifically provides for a waiver.
32. The Developer/Applicant shall obtain, pay for and comply with all permits from the Imperial Irrigation District, and other applicable agencies for all improvements within, across, or affecting the respective rights of way.
33. All conditions of approval for this project shall be reprinted and included as a plan sheet(s) with the building permit plan check sets submitted for review and approval. These conditions of approval shall be on, at all times, all grading, landscaping, and construction plans kept on the project site. It is the responsibility of the Applicant to ensure that the project contractor is aware of, and abides by, all conditions of approval. Prior approval from the Planning Department must be received before any changes are constituted in site design, grading, building design, building colors or materials, landscape material, etc.

34. All Conditions of Approval, with the exception of #11, must be completed and met within twelve (12) months following the approval of the Imperial Valley Local Agency Formation Commission (LAFCo).
35. The applicant shall post a performance bond to guarantee satisfactory completion of the project. Performance bond shall include the cost of improvements plans and the cost estimate approved by the city.

///

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL)ss
CITY OF IMPERIAL)

I, the undersigned City Clerk of the City of Imperial, DO HEREBY CERTIFY that the foregoing Resolution No. 2017-42 was duly and regularly adopted at a Regular meeting of the City Council of the City of Imperial held on the 20th day of September 2017, by the following vote:

AYES: DALE, PECHTL, SAMPSON, AND TUCKER

NAYES: AMPARANO

ABSTAIN: NONE

ABSENT: NONE

MOTION CARRIED 4-1



DEBRA JACKSON, CITY CLERK
CITY OF IMPERIAL, CALIFORNIA

CERTIFICATE

OF

CITY CLERK

I, Debra Jackson, City Clerk of the City of Imperial DO HEREBY CERTIFY THAT the foregoing is a true and correct copy of Resolution No. 2017-42 adopted by the City Council of the City of Imperial at their regular meeting of September 20, 2017.

A handwritten signature in dark ink, appearing to read 'Debra Jackson', is written over a horizontal line.

Debra Jackson
City Clerk
City of Imperial

Dated: October 23, 2017

J. CARLOS FOX

Attorney at Law



RECEIVED

JAN 22 2019

Imperial County
Local Agency Formation Commission

January 17, 2019

Mr. Jurg Heuberger, Executive Officer
Local Agency Formation Commission/Imperial County (LAFCO)
1122 State Street, Suite D
El Centro, CA 92243

RE: City of Imperial Annexation-IM 3-15 Justo Felix

Dear Mr. Heuberger:

On behalf of Mr. Felix, I wish to thank you for your assistance in this process. Please see Mr. Felix signed letter of acceptance as per your request and as per Resolution #2018-03.

LAW OFFICES OF J. CARLOS FOX

J. Carlos Fox
Attorney at Law

I, JUSTO FELIX, owner of property subject to Resolution #2018-03, and the applicant (petitioner) hereby affirm that I agree to the terms and conditions of the LAFCO and hereby waive all rights to an appeal, or reconsideration of the LAFCO decision unless I can show that a technical error occurred that would have or could have altered the decision of the LAFCO.

Justo Felix

January 17, 2019



January 27, 2020

Justo Felix
2475 Clark Rd.
Imperial, CA 92251

RE: Notice of Violation of Conditional Use Permit 19-06, 2475 Clark Road, Imperial, CA.

Dear Mr. Felix:

The City of Imperial Planning Commission ("Commission") granted a Conditional Use Permit ("CUP") to T.O. Transport Company on July 10, 2019 for the operation of a Trucking Facility. There were various conditions of approval associated with the granting of the CUP and the deadline for compliance with the conditions of approval was January 25, 2020 (Condition #32). You have failed to comply with the following conditions of approval:

1. You have not widened and extended the center turn lane on Clark Road (Condition #2).
2. You have not installed acceleration and deceleration lanes (Condition #3).
3. You have not installed sidewalk, and curb and gutter along the frontage of the project site (Condition #4).
4. You have not installed drought-tolerant landscaping along the project frontage (Condition #7).
5. You have not screened all storage areas from view of the public (Condition #8).
6. You have not limited your hours of operation to Monday through Friday. Specifically, you have been operating on weekends (Condition #9).



7. You have not installed a six-foot high, solid wall, stucco or wood frame fence along the street frontage of the project site (Condition #10).

You must obtain required permits and complete and comply with all of the above referenced items within 35 days of the date of this letter. Failure to comply will result in further action to suspend your CUP and referral to the planning commission to revoke your CUP.

If you have any question please contact me at your earliest convenience at 760.355.1152, 400 S Imperial Avenue, Suite 100, Imperial, California 92251.

City of Imperial

Othon Mora MCM, CBO
Community Development Director

Othon Mora

From: justo Felix <JFelix@starrainllc.com>
Sent: Friday, February 21, 2020 3:33 AM
To: Othon Mora; Jesus Villegas
Subject: Fwd: INVOICE - ENGINEERING
Attachments: image001.png; ATT00001.htm; [Untitled].pdf; ATT00002.htm

CAUTION: This email originated from outside the City of Imperial. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Enviado desde mi iPhone

Inicio del mensaje reenviado:

De: "Benitez, Ernesto I" <eibenitez@IID.com>
Fecha: 5 de marzo de 2019, 1:38:14 p. m. PST
Asunto: INVOICE - ENGINEERING

Justo,

Attached to this email is the Design & Engineering Invoice for the relocation of existing power pole line at 2475 Clark Road in Imperial, CA.

Design & Engineering Invoice needs to be paid in full before IID can commence power pole line relocation design.

Thank you,



CUSTOMER OPERATIONS
P.O. BOX 937 IMPERIAL, CA 92251

JUSTO P FELIX
6129 VILLA MEDICI
BONSALL CA 92003

Service Description:

RELOCATE POLES TO ALLOW ST
IMPROVEMENTS

CSP Invoice 92762883

Date 03/05/2019
Customer no. 3357223
Contract no. 20033503
Sales Order no. 70828207
Service Notification no. 4027043
Project Location, 2475 CLARK RD
IMPERIAL CA 92251

This is to bill you the amount of \$1,000.00 for the following regulated charges:

Description	Amount
Initial Engineering Fee	1,000.00
Total	1,000.00

THIS INVOICE IS SUBJECT TO REVIEW IF PAYMENT IS NOT RECEIVED BY 09/01/2019

IMPERIAL IRRIGATION DISTRICT
MAILING ADDRESS: IID, ATTN: CUSTOMER PROJECT DEVELOPMENT, P.O. BOX 937, IMPERIAL, CA 92251
BUSINESS ADDRESS: 333 S. WATERMAN AVE., EL CENTRO, CA 92243, PHONE: (760) 482-3300

Othon Mora

From: justo Felix <JFelix@starrainllc.com>
Sent: Friday, February 21, 2020 3:33 AM
To: Othon Mora; Jesus Villegas
Subject: Fwd: LINE RELOCATION CONSTRUCTION COST - PAYMENT METHODS
Attachments: image001.png; ATT00001.htm; image001.png; ATT00002.htm; image001.png; ATT00003.htm; PAYMENT METHODS.pdf; ATT00004.htm

CAUTION: This email originated from outside the City of Imperial. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Enviado desde mi iPhone

Inicio del mensaje reenviado:

De: "Benitez, Ernesto I" <eibenitez@IID.com>
Fecha: 19 de junio de 2019, 9:39:06 a. m. PDT
Asunto: FW: LINE RELOCATION CONSTRUCTION COST - PAYMENT METHODS

Aqui esta Justo



Payment may be made in our customer construction office, by mail or electronically.

Payment Methods

- Check
- Money Order
- Credit Card
- Electronic Funds Transfer (EFT)

EFT

Name: Imperial Irrigation District

Address: P.O. Box 927
Imperial, CA 92251

Tax ID #:

Bank Name: Union Bank

Account Name: Active Account

Routing (ABA):

Bank Account #:

Account Type: Checking

Service Notification #: *(Number located on the work estimate)*

Mailing Address:

Imperial Irrigation District

Attn: Customer Project Development Services

P.O. Box 937

Imperial, CA 92251

Business Address: 333 S. Waterman Ave., El Centro, CA 92243

Othon Mora

From: justo Felix <JFelix@starrainllc.com>
Sent: Friday, February 21, 2020 3:34 AM
To: Othon Mora
Subject: Fwd: CUSTOMER METER POLE DETAIL
Attachments: CUSTOMER METER POLE DETAIL.PDF; ATT00001.htm

CAUTION: This email originated from outside the City of Imperial. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Enviado desde mi iPhone

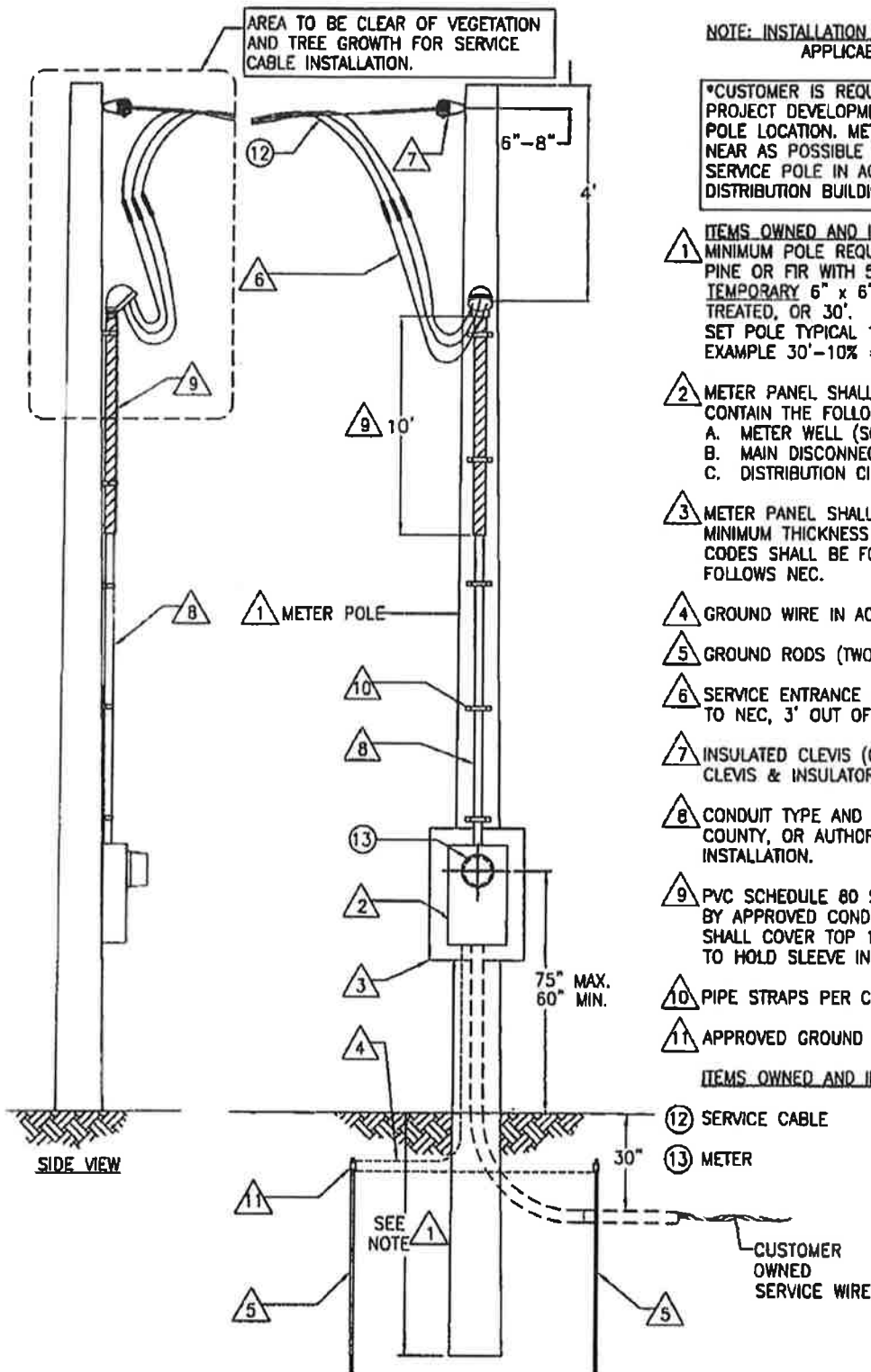
Inicio del mensaje reenviado:

De: "Benitez, Ernesto I" <eibenitez@IID.com>
Fecha: 17 de julio de 2019, 3:44:07 p. m. PDT
Asunto: CUSTOMER METER POLE DETAIL

Mauricio,

Attached find customer meter pole detail for your information and use.

Thank you,
Ernie Benitez



NOTE: INSTALLATION TO BE APPROVED AND TAGGED BY APPLICABLE INSPECTING AUTHORITY

*CUSTOMER IS REQUIRED TO CONTACT CUSTOMER PROJECT DEVELOPMENT SERVICES TO DISCUSS METER POLE LOCATION. METER POLE SHALL BE INSTALLED AS NEAR AS POSSIBLE TO OVERHEAD TRANSFORMER / SERVICE POLE IN ACCORDANCE TO THE IID 15kv DISTRIBUTION BUILDING CLEARANCES STANDARDS pg228.

- ITEMS OWNED AND INSTALLED BY THE CUSTOMER**
- 1 MINIMUM POLE REQUIREMENTS: PERMANENT 25' TREATED PINE OR FIR WITH 5" MIN. TOP DIAM. TEMPORARY 6" x 6" x 25' SAWED PINE OR FIR TIMBER, TREATED, OR 30'. SET POLE TYPICAL 10% + 2' DEEP. EXAMPLE 30'-10% = 3'+2' = 5'
 - 2 METER PANEL SHALL BE IN ACCORDANCE TO NEC AND CONTAIN THE FOLLOWING:
 - A. METER WELL (SOCKET)
 - B. MAIN DISCONNECT BREAKER
 - C. DISTRIBUTION CIRCUIT BREAKERS
 - 3 METER PANEL SHALL BE MOUNTED ON A BOARD WITH A MINIMUM THICKNESS OF 3/4". ALL RELEVANT LOCAL CODES SHALL BE FOLLOWED TO ENSURE INSTALLATION FOLLOWS NEC.
 - 4 GROUND WIRE IN ACCORDANCE WITH NEC.
 - 5 GROUND RODS (TWO REQUIRED PER NEC).
 - 6 SERVICE ENTRANCE CONDUCTORS TO BE ACCORDANCE TO NEC, 3' OUT OF WEATHERHEAD.
 - 7 INSULATED CLEVIS (CUSTOMER RESPONSIBILITY 600 VOLT CLEVIS & INSULATOR.)
 - 8 CONDUIT TYPE AND SIZE TO BE APPROVED BY THE CITY, COUNTY, OR AUTHORITY HAVING JURISDICTION PRIOR TO INSTALLATION.
 - 9 PVC SCHEDULE 80 SLEEVE SIZE IS TO BE DETERMINED BY APPROVED CONDUIT SIZE. SCHEDULE 80 SLEEVE SHALL COVER TOP 10' OF RISER AND UTILIZE STRAPS TO HOLD SLEEVE IN PLACE.
 - 10 PIPE STRAPS PER CONDUIT SIZE.
 - 11 APPROVED GROUND CLAMP AND FITTINGS.

ITEMS OWNED AND INSTALLED BY I.I.D.

- 12 SERVICE CABLE
- 13 METER

IMPERIAL IRRIGATION DISTRICT			
DRAWN BY	<i>JB</i>		CUSTOMER METER POLE SECONDARY RISER AND PANEL DETAIL FOR PERMANENT AND TEMPORARY POWER
REVIEWED	<i>MB</i>		
APPROVED	<i>MB</i>		
REVISION	REV 3		
DATE	3-2-17	180.4	

Othon Mora

From: justo Felix <JFelix@starrainllc.com>
Sent: Friday, February 21, 2020 3:34 AM
To: Othon Mora; Jesus Villegas
Subject: Fwd: CUSTOMR METER POLE DETAIL
Attachments: image001.png; ATT00001.htm; 001.pdf; ATT00002.htm

CAUTION: This email originated from outside the City of Imperial. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Enviado desde mi iPhone

Inicio del mensaje reenviado:

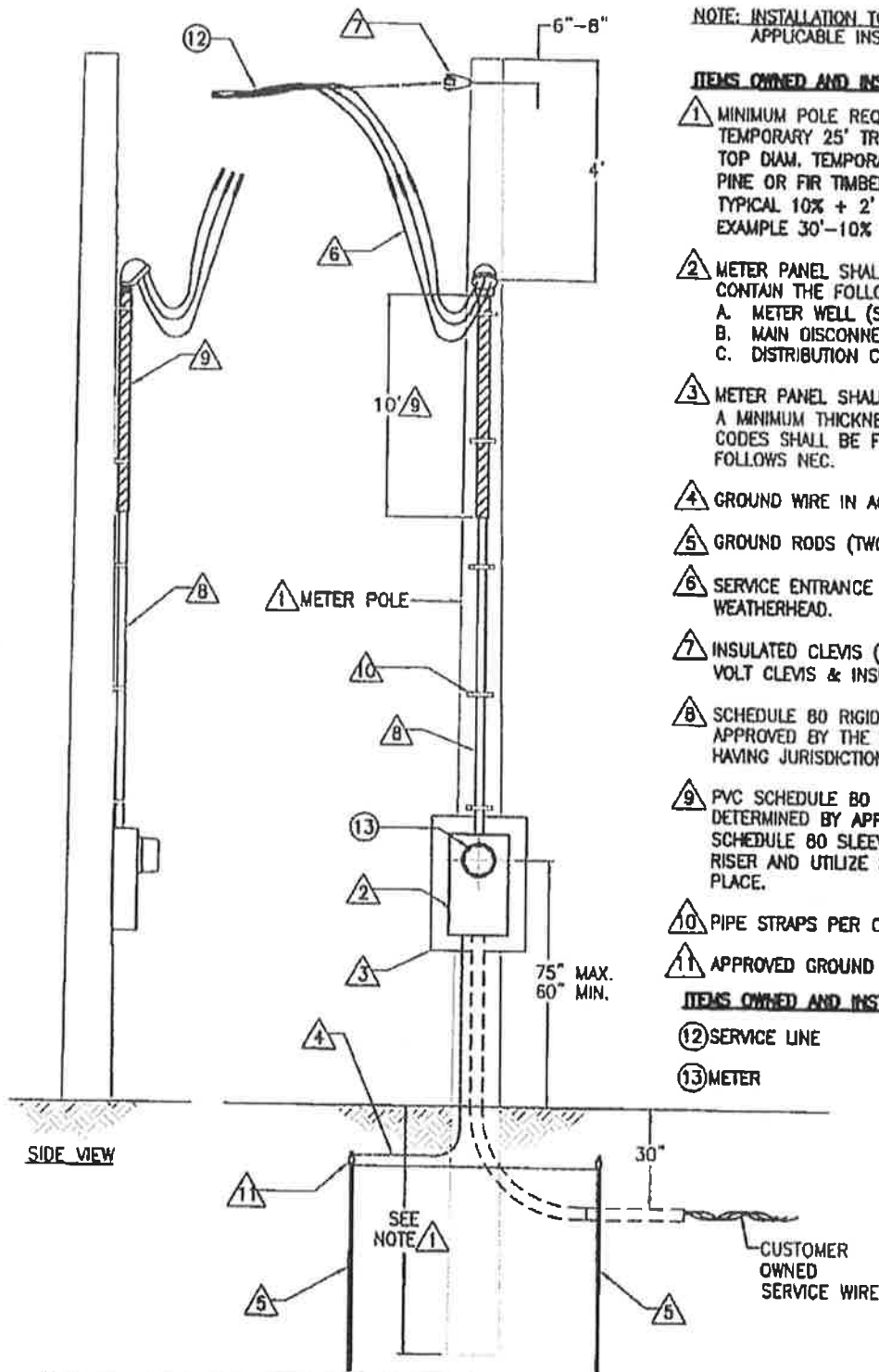
De: "Benitez, Ernesto I" <eibenitez@IID.com>
Fecha: 26 de agosto de 2019, 2:13:48 p. m. PDT
Asunto: CUSTOMR METER POLE DETAIL

Mauricio/Justo,

Para tu informacion, te envio adjunto una copia de IID standard para el detalle de Customer Meter Pole.

Pudieras imprimir una copia y darsela tu electricista?

Gracias,



NOTE: INSTALLATION TO BE APPROVED AND TAGGED BY APPLICABLE INSPECTING AUTHORITY.

ITEMS OWNED AND INSTALLED BY THE CUSTOMER

- 1 MINIMUM POLE REQUIREMENTS: PERMANENT OR TEMPORARY 25' TREATED PINE OR FIR WITH 5" MIN. TOP DIAM. TEMPORARY ONLY 6" x 6" x 25' SAWED PINE OR FIR TIMBER, TREATED, OR 30' SET POLE TYPICAL 10% + 2' DEEP.
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- 11 APPROVED GROUND CLAMP AND FITTINGS.

ITEMS OWNED AND INSTALLED BY I.I.D.

- 12 SERVICE LINE
- 13 METER

IMPERIAL IRRIGATION DISTRICT		
DRAWN BY	g2	 CUSTOMER METER POLE SECONDARY RISER AND PANEL DETAIL
REVIEWED	FW	
APPROVED	M6	
REVISION	REV 1	
DATE	12-02-13	180.4

Othon Mora

From: justo Felix <JFelix@starrainllc.com>
Sent: Friday, February 21, 2020 3:35 AM
To: Othon Mora; Jesus Villegas
Subject: Fwd: CUSTOMR METER POLE DETAIL
Attachments: image001.png; ATT00001.htm; image001.png; ATT00002.htm; 001.pdf; ATT00003.htm

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Enviado desde mi iPhone

Inicio del mensaje reenviado:

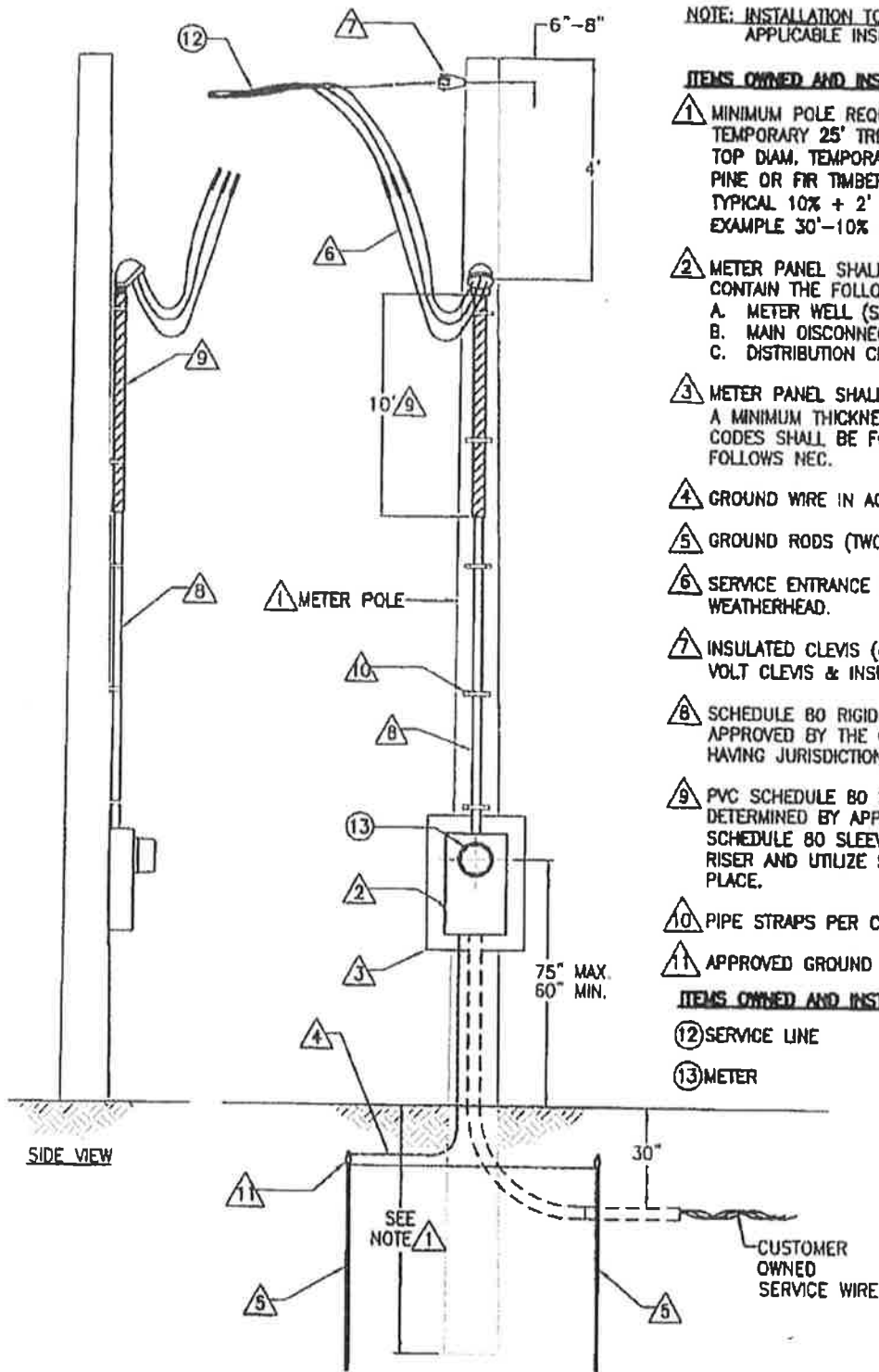
De: "Benitez, Ernesto I" <eibenitez@IID.com>
Fecha: 27 de agosto de 2019, 8:45:19 a. m. PDT
Asunto: FW: CUSTOMR METER POLE DETAIL

Mauricio,

Para tu informacion, te envío adjunto una copia de IID standard para el detalle de Customer Meter Pole.

Pudieras hacerme el favor de imprimir una copia y darsela a tu electricista ?

Gracias,



NOTE: INSTALLATION TO BE APPROVED AND TAGGED BY APPLICABLE INSPECTING AUTHORITY.

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ITEMS OWNED AND INSTALLED BY I.I.D.

- 12 SERVICE LINE
- 13 METER

IMPERIAL IRRIGATION DISTRICT		
DRAWN BY	JK	 CUSTOMER METER POLE SECONDARY RISER AND PANEL DETAIL
REVIEWED	JK	
APPROVED	MS	
REVISION	REV 1	
DATE	12-02-13	180.4

Othon Mora

From: justo Felix <JFelix@starrainllc.com>
Sent: Friday, February 21, 2020 3:35 AM
To: Othon Mora
Subject: Fwd: GUARANTEE DEPOSIT & SET NEW METER COST LETTER
Attachments: image001.png; ATT00001.htm; GUARANTEE DEPOSIT for ELECTRIC SERVICE.pdf; ATT00002.htm; SET NEW METER - COST.pdf; ATT00003.htm

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Enviado desde mi iPhone

Inicio del mensaje reenviado:

De: "Benitez, Ernesto I" <eibenitez@IID.com>
Fecha: 3 de septiembre de 2019, 3:40:16 p. m. PDT
Asunto: GUARANTEE DEPOSIT & SET NEW METER COST LETTER

Mauricio/Justo,

Attached to this email find Guarantee Deposit and Set Meter Cost Letter for electric service to office trailer.

Thank you,



IID

A century of service.

www.iid.com

* September 3, 2019

Mr. Justo P. Felix
Star Rain LLC.
253 W. Horne Rd.
El Centro, Ca. 92243

Subject: **Guarantee Deposit for Electric Service**

Reference: **Business Partner Number:**

Contract Account Number:

CSP Number:

In order to establish commercial credit with the Imperial Irrigation District, it will be necessary to submit a guarantee deposit in the amount of **\$350.00** for electric service to be located at **2475 Clark Rd.**, in **Imperial, California**.

Your deposit may be in the form of cash (the Imperial Irrigation District does not pay interest on cash deposits), an Indemnity Bond, or an Irrevocable Letter of Credit from your bank (sample provided upon request). Commercial deposits are held until credit is established or until the account is closed, whichever occurs first. To establish credit, monthly billings must be paid in full, with no previous balance on any statement, for 36 consecutive months.

Deposits must be paid at the time of connect unless other arrangements are made.

If you have any questions, please feel free to contact our Customer Service Department at 1-800-303-7756. Thank you for giving us the opportunity to serve you.

Yours truly,

Sylvia R. Ochoa
Customer Service Proposal Representative

IMPERIAL IRRIGATION DISTRICT • C/O CUSTOMER OPERATIONS-IV
P O BOX 937 • IMPERIAL CA 92251



BUSINESS PARTNER # 3463483

STAR RAIN LLC
253 W HORNE RD
EL CENTRO CA 92243

DATE: September 03, 2019

SERVICE NOTIFICATION # 4027897

PROJECT LOCATION:
2475 CLARK RD
IMPERIAL CA 92251

AMOUNT DUE: \$325.00

PROJECT DESCRIPTION: SERVICE FOR OFFICE TRAILER

DESCRIPTION	COST
Category 0-A2 Set Meter	\$ 325.00
TOTAL AMOUNT DUE	\$325.00

THIS ESTIMATE IS SUBJECT TO REVIEW IF PAYMENT IS NOT RECEIVED BY 03/01/2020

IMPERIAL IRRIGATION DISTRICT

MAILING ADDRESS: IID, ATTN: CUSTOMER PROJECT DEVELOPMENT, P.O. BOX 937, IMPERIAL, CA 92251

BUSINESS ADDRESS: 333 S. WATERMAN AVE., EL CENTRO, CA 92243, PHONE: (760) 482-3300

Othon Mora

From: justo Felix <JFelix@starrainllc.com>
Sent: Friday, February 21, 2020 3:35 AM
To: Othon Mora; Jesus Villegas
Subject: Fwd: STAR RAIN LLC-4027897-RECEIPTS FOR PAYMENTS

CAUTION: This email originated from outside the City of Imperial. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Enviado desde mi iPhone

Inicio del mensaje reenviado:

De: "Benitez, Ernesto I" <eibenitez@IID.com>
Fecha: 4 de septiembre de 2019, 5:00:46 p. m. PDT
Asunto: RE: STAR RAIN LLC-4027897-RECEIPTS FOR PAYMENTS

Ok Mauricio,

Manana temprano crearemos y mandaremos la notificacion a los troubleshooters para instalar el servicio electrico a la nueva oficina.

Recuerda que el departamento de servicio (troubleshooters) necesita por lo menos dos dias de anticipacion antes de poder conectar el nuevo servicio, entonces, estoy pensando que tal vez para el dia Martes, 10 de Septiembre 2019

Gracias,

Imperial Irrigation District
333 S. Waterman Ave., El Centro, CA 92243



Ernesto I. Benitez
Project Manager
Customer Project Development
Energy Department
Office No.: 760-482-3405
Cell Phone: 760-427-7381
Fax: 760-482-3401
Email: eibenitez@iid.com

From: Mauricio Jimenez <safety@starrainllc.com>
Sent: Wednesday, September 4, 2019 4:22 PM
To: Benitez, Ernesto I <eibenitez@IID.com>
Cc: Justo Felix <JFelix@starrainllc.com>
Subject: Fwd: STAR RAIN LLC-4027897-RECEIPTS FOR PAYMENTS

[CAUTION] This email originated from outside of the IID. Do not click on any links or open any attachments unless you trust the sender and know the content is safe.

Listo Ernie, ya quedo pagado. Cualquier otra cuestión quedo a la orden.

Saludos,

Mauricio Jimenez

Safety Manger

Star Rain LLC / TO Logistics INC

M. (956) 532-0569

safety@starrainllc.com

Begin forwarded message:

From: "Ochoa, Sylvia R" <SROchoa@IID.com>

Subject: FW: STAR RAIN LLC-4027897-RECEIPTS FOR PAYMENTS

Date: September 4, 2019 at 4:19:08 PM PDT

To: "safety@starrainllc.com" <safety@starrainllc.com>

Good afternoon Mauricio,

As per your request.

Thank you.

Regards,

Sylvia R. Ochoa

Othon Mora

From: justo Felix <JFelix@starrainllc.com>
Sent: Friday, February 21, 2020 3:37 AM
To: Othon Mora
Subject: Fwd: Working on the proposal
Attachments: Star Rain - Proposal.doc; ATT00001.htm; Starrain Map.xlsx; ATT00002.htm

CAUTION: This email originated from outside the City of Imperial. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Enviado desde mi iPhone

Inicio del mensaje reenviado:

De: Terry Robertson II <deuce@radcoinc.net>
Fecha: 9 de septiembre de 2019, 4:01:39 p. m. PDT
Asunto: Re: Working on the proposal

Please see the attached proposal for the work discussed. Let me know if you have any questions.

Thank you

Terry "Deuce" Robertson II, VP/RMO



**615A US HWY 111
Brawley, CA 92227
Office: (760) 344-4004
Fax: (760) 344-4005
Cell: (760) 457-6087**

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On Mon, Sep 9, 2019 at 3:43 PM Mauricio Jimenez <safety@starrainllc.com> wrote:
Ok understood Terry. Please let me know if you need anything else.
Regards,

Mauricio Jimenez

Safety Manger

Star Rain LLC / TO Logistics INC

M. (956) 532-0569

safety@starrainllc.com

On Sep 9, 2019, at 2:09 PM, Terry Robertson II <deuce@radcoinc.net> wrote:

Hey Mauricio

I'm still working on the proposal. I'm creating a sketch with what we are including. The plans I have do not match completely what we discussed. Going to try to get it done today still, just added in an extra step to bid it per our discussions..

Thank you

Terry "Deuce" Robertson II, VP/RMO



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September 9, 2019

Proposal Submitted To: Star Rain, LLC
P Street
Imperial, CA 92251

Re: Sewer & Water Installation

PROPOSAL

SCOPE OF WORK:

Radco, Inc. will supply materials, equipment, and labor to complete the following:

SEWER

1. Traffic control for tie-in and installation of pipe along shoulder of P-Street
2. Saw cut & demo for crossing P-Street
3. Tie into existing manhole on Rosarito Street (drop manhole connection method)
4. Install 8" pipe across P-Street and include shoring
5. Install 8" pipe along shoulder of P-Street (North & South)
6. Install 8" pipe heading West along future road
7. Install 10' stub-out on section heading West
8. Install (3) sewer manholes
9. Install 4" lateral to the existing trailer (connection by others)
10. Trench patch asphalt on Rosarito Street and P-Street

Sewer Total - \$60,000.00

FIRE HYDRANTS

1. Tie-in to existing water main with (2) hot taps & (2) gate valves
2. Install 40' of 6" CL200 PVC (20' for each fire hydrant)
3. Install (2) 3-port fire hydrants and place next to existing fence (auto shut-off valves included)

Fire Total - \$30,000.00

DOMESTIC

1. Tie-in new 2" lateral to existing 10" water main on property
2. Install 215' of 2" Sch40 pvc to the existing trailer
3. Install 2" backflow preventer (includes cage)
4. Install (owner provided - comes with permit) 2" water meter

Domestic Total - \$15,500.00

TOTAL - \$105,500.00

EXCLUSIONS: Testing, permitting, fees, construction water, survey, engineering, import/export, SWPP, landscape, storm drain

PAYMENT SCHEDULE: Net Due in 30 Days

Respectfully Submitted By: Terry A. Robertson II, VP/RMO

This Proposal is valid for 30 days. Please contact Radco Inc. if time has elapsed. Any item not specifically stated on this document as included is excluded.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above this estimate. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. We carry Commercial General Liability Insurance through Tyler Insurance Agency @ 760-352-2611

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

Date of Acceptance: _____

Signature: _____

Othon Mora

From: justo Felix <JFelix@starrainllc.com>
Sent: Friday, February 21, 2020 3:37 AM
To: Othon Mora
Subject: Fwd: Working on the proposal

CAUTION: This email originated from outside the City of Imperial. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Enviado desde mi iPhone

Inicio del mensaje reenviado:

De: Terry Robertson II <deuce@radcoinc.net>
Fecha: 10 de septiembre de 2019, 7:23:28 a. m. PDT
Asunto: Re: Working on the proposal

Commercial hydrants have 3 port outlets. It's a James Jones 3765 model. I have 2 hydrants quoted as requested. Please cut the hydrant number in half if you only need 1 after all.

On Tue, Sep 10, 2019, 7:20 AM Mauricio Jimenez <safety@starrainllc.com> wrote:
Thank you Terry. I have a question: Why does it say on the quote 3 new port fire hydrants? We only need one.
Please advise,
Regards,
Mauricio Jimenez
Safety Manager
Star Rain LLC / TO Logistics INC
M. (956) 532-0569
safety@starrainllc.com

On Sep 9, 2019, at 4:01 PM, Terry Robertson II <deuce@radcoinc.net> wrote:

Please see the attached proposal for the work discussed. Let me know if you have any questions.

Thank you

Terry "Deuce" Robertson II, VP/RMO



**615A US HWY 111
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Office: (760) 344-4004
Fax: (760) 344-4005
Cell: (760) 457-6087**

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On Mon, Sep 9, 2019 at 3:43 PM Mauricio Jimenez <safety@starrainllc.com> wrote:

Ok understood Terry. Please let me know if you need anything else.

Regards,

Mauricio Jimenez

Safety Manger

Star Rain LLC / TO Logistics INC

M. (956) 532-0569

safety@starrainllc.com

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Terry "Deuce" Robertson II, VP/RMO



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<Star Rain - Proposal.doc><Starrain Map.xlsx>

Othon Mora

From: justo Felix <JFelix@starrainllc.com>
Sent: Friday, February 21, 2020 3:38 AM
To: Othon Mora
Subject: Fwd: Working on the proposal

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Enviado desde mi iPhone

Inicio del mensaje reenviado:

De: Terry Robertson II <deuce@radcoinc.net>
Fecha: 10 de septiembre de 2019, 7:44:59 a. m. PDT
Asunto: Re: Working on the proposal

I'm sorry Mauricio, I just can't do it. That's over 5% you're asking for on a project that will be very difficult. I have to stand firm on my price.

Thank you

Terry "Deuce" Robertson II, VP/RMO



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Brawley, CA 92227
Office: (760) 344-4004
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On Tue, Sep 10, 2019 at 7:31 AM Mauricio Jimenez <safety@starrainllc.com> wrote:

Yes, we only need one Deuce. So, taking out one hydrant we are at \$90,500. Can you do \$85.5k so we can move forward with the whole thing? Please consider that this will be the 1st of many jobs.

Regards,

Mauricio Jimenez

Safety Manager

Star Rain LLC / TO Logistics INC

M. (956) 532-0569

safety@starrainllc.com

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Safety Manager

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M. (956) 532-0569

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**615A US HWY 111
Brawley, CA 92227
Office: (760) 344-4004
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Mauricio Jimenez

Safety Manger

Star Rain LLC / TO Logistics INC

M. (956) 532-0569

safety@starrainllc.com

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Thank you

Terry "Deuce" Robertson II, VP/RMO



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Brawley, CA 92227**

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Cell: (760) 457-6087

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<Star Rain - Proposal.doc><Starrain Map.xlsx>

Othon Mora

From: justo Felix <JFelix@starrainllc.com>
Sent: Friday, February 21, 2020 3:38 AM
To: Othon Mora
Subject: Fwd: FH Location_Justo Felix Annexation/Improv Plans_IM 3-15

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Enviado desde mi iPhone

Inicio del mensaje reenviado:

De: Terry Robertson II <deuce@radcoinc.net>
Fecha: 10 de septiembre de 2019, 1:21:54 p. m. PDT
Asunto: Re: FH Location_Justo Felix Annexation/Improv Plans_IM 3-15

Ok I'll take a look at that. Looks like a decent amount of extra footage. When we met, I thought the owner wanted a price by the fence and not all the way inside. I think he was going to see if the city would approve it?

Our computers are down right, because the IT guy is working on them. As soon as they're back up, I'll send it.

Thanks
Deuce

On Tue, Sep 10, 2019, 11:22 AM Mauricio Jimenez <safety@starrainllc.com> wrote:
Deuce, please be advised that as per Fire Department request, the hydrant goes inside, as shown in the attachment.
Regards

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Jesus Villegas <JVillegas@cityofimperial.org>
Date: 9/10/19 11:21 AM (GMT-08:00)
To: Mauricio Jimenez <safety@starrainllc.com>
Subject: FH Location_Justo Felix Annexation/Improv Plans_IM 3-15

Per your request see attachment

Should you have any questions regarding this matter, please do not hesitate to contact me at your earliest convenience.

Sincerely,

Jesus Villegas

Project Manager

CITY OF IMPERIAL

Community Development Department

400 South Imperial Avenue, Suite A

Imperial, CA 92251

Telephone: (760) 355-3840

Facsimile: (760) 355-4718

email: jvillegas@cityofimperial.org

website: <http://www.imperial.ca.gov/>



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Othon Mora

From: justo Felix <JFelix@starrainllc.com>
Sent: Friday, February 21, 2020 3:39 AM
To: Othon Mora
Subject: Fwd: FH Location_Justo Felix Annexation/Improv Plans_IM 3-15
Attachments: Star Rain - Proposal.doc; ATT00001.htm

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Enviado desde mi iPhone

Inicio del mensaje reenviado:

De: Terry Robertson II <deuce@radcoinc.net>
Fecha: 10 de septiembre de 2019, 1:39:31 p. m. PDT
Asunto: Re: FH Location_Justo Felix Annexation/Improv Plans_IM 3-15

Please see the attached revised proposal. I had to add some money for the extra footage of pipe past the fence.

Thank you

Terry "Deuce" Robertson II, VP/RMO



**615A US HWY 111
Brawley, CA 92227
Office: (760) 344-4004
Fax: (760) 344-4005
Cell: (760) 457-6087**

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Regards

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Jesus Villegas <JVillegas@cityofimperial.org>

Date: 9/10/19 11:21 AM (GMT-08:00)

To: Mauricio Jimenez <safety@starrainllc.com>

Subject: FH Location_Justo Felix Annexation/Improv Plans_IM 3-15

Per your request see attachment

Should you have any questions regarding this matter, please do not hesitate to contact me at your earliest convenience.

Sincerely,

Jesus Villegas

Project Manager

CITY OF IMPERIAL

Community Development Department

400 South Imperial Avenue, Suite A

Imperial, CA 92251

Telephone: (760) 355-3840

Facsimile: (760) 355-4718

· email: jvillegas@cityofimperial.org

website: <http://www.imperial.ca.gov/>



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September 9, 2019

Proposal Submitted To: **Star Rain, LLC**
P Street
Imperial, CA 92251

Re: **Sewer & Water Installation**

PROPOSAL

SCOPE OF WORK:

Radco, Inc. will supply materials, equipment, and labor to complete the following:

SEWER

- 1. Traffic control for tie-in and installation of pipe along shoulder of P-Street**
- 2. Saw cut & demo for crossing P-Street**
- 3. Tie into existing manhole on Rosarito Street (drop manhole connection method)**
- 4. Install 8" pipe across P-Street and include shoring**
- 5. Install 8" pipe along shoulder of P-Street (North & South)**
- 6. Install 8" pipe heading West along future road**
- 7. Install 10' stub-out on section heading West**
- 8. Install (3) sewer manholes**
- 9. Install 4" lateral to the existing trailer (connection by others)**
- 10. Trench patch asphalt on Rosarito Street and P-Street**

Sewer Total - \$60,000.00

FIRE HYDRANTS

- 1. Tie-in to existing water main with (1) hot taps & (1) gate valves**
- 2. Install 165' of 6" CL200 PVC**
- 3. Install (1) 3-port fire hydrants (auto shut-off valves included)**

Fire Total - \$19,000.00

DOMESTIC

- 1. Tie-in new 2" lateral to existing 10" water main on property**
- 2. Install 215' of 2" Sch40 pvc to the existing trailer**
- 3. Install 2" backflow preventer (includes cage)**
- 4. Install (owner provided - comes with permit) 2" water meter**

Domestic Total - \$15,500.00

TOTAL - \$94,500.00

EXCLUSIONS: Testing, permitting, fees, construction water, survey, engineering, import/export, SWPP, landscape, storm drain

PAYMENT SCHEDULE: Net Due in 30 Days

Respectfully Submitted By: Terry A. Robertson II, VP/RMO

This Proposal is valid for 30 days. Please contact Radco Inc. if time has elapsed. Any item not specifically stated on this document as included is excluded.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above this estimate. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. We carry Commercial General Liability Insurance through Tyler Insurance Agency @ 760 352-2611

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

Date of Acceptance: _____

Signature: _____

Othon Mora

From: JUSTO FELIX <totransportcorp@gmail.com>
Sent: Friday, February 21, 2020 3:36 AM
To: Othon Mora
Subject: Fwd: FH Location_Justo Felix Annexation/Improv Plans_IM 3-15

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Enviado desde mi iPhone

Inicio del mensaje reenviado:

De: Terry Robertson II <deuce@radcoinc.net>
Fecha: 16 de septiembre de 2019, 3:31:49 p. m. PDT
Para: Carlos Beltran <cbeltran@dceinc.pro>
Cc: David Beltran <dbeltran@dceinc.pro>, Rick Kuhn <rick@radcoinc.net>, Mauricio Jimenez <safety@starrainllc.com>, Jesus Villegas <JVillegas@cityofimperial.org>, JUSTO FELIX <totransportcorp@gmail.com>
Asunto: Re: FH Location_Justo Felix Annexation/Improv Plans_IM 3-15

Send a proposal to Justo and Mauricio please. Mauricio thought he was contracted with you already on it.

Thanks
Deuce

On Mon, Sep 16, 2019, 3:18 PM Carlos Beltran <cbeltran@dceinc.pro> wrote:

Hi Deuce,

We don't have a contract for construction staking. Do we submit a proposal to you or to Justo Felix?

Let us know.

Thanks,

Carlos Beltran, P.E.

Dynamic Consulting Engineers, Inc.

2415 Imperial Business Park Dr., Suite B

Imperial, CA 92251

Phone (760) 545-0162

Fax (760) 545-0163

From: Terry Robertson II [mailto:deuce@radcoinc.net]

Sent: Thursday, September 12, 2019 12:33 PM

To: Carlos Beltran

Cc: Rick Kuhn; Mauricio Jimenez; Jesus Villegas

Subject: Fwd: FH Location_Justo Felix Annexation/Improv Plans_IM 3-15

Good afternoon Carlos

Hope all is well. We are planning on starting the sewer connection for Star Rain in Imperial on Monday the 30th of September. Is there any way you can schedule the staking the Thursday or Friday before? Also, can we have a really brief pre construction meeting with Jesus and you guys a week before so we're all on the same page? If so, please let me know what day works best for everyone.

Thank you

Terry "Deuce" Robertson II, VP/RMO



615A US HWY 111

Brawley, CA 92227

Office: (760) 344-4004

Fax: (760) 344-4005

Cell: (760) 457-6087

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----- Forwarded message -----

From: **Mauricio Jimenez** <safety@starrainllc.com>

Date: Wed, Sep 11, 2019 at 4:36 PM

Subject: Re: FH Location_ Justo Felix Annexation/Improv Plans_IM 3-15

To: Terry Robertson II <deuce@radcoinc.net>

Cc: Rick Kuhn <rick@radcoinc.net>, Justo Felix <JFelix@starrainllc.com>

Hi Terry,

Monday is fine. Indeed we have contracted with Carlos & David Beltran from Dynamics. Please contact them for anything you need regarding the survey and engineering.

Anything else you require please let me know.

Regards,

Mauricio Jimenez

Safety Manager

Star Rain LLC / TO Logistics INC

M. (956) 532-0569

safety@starrainllc.com

On Sep 11, 2019, at 2:21 PM, Terry Robertson II <deuce@radcoinc.net> wrote:

Hi Mauricio

I spoke to Rick about the schedule with the men. All 3 underground crews are busy until September 30th. We can free up one crew on that Monday to get started. I hope that works for you? Also, do you know if you contracted with Dynamic Consulting Engineers (Carlos and David Beltran) for the survey staking? We will need that work completed prior to us starting. If it is them, I'll get ahold of Carlos asap to discuss what we need and the manhole tie-in situation.

Thank you

Terry "Deuce" Robertson II, VP/RMO



615A US HWY 111

Brawley, CA 92227

Office: (760) 344-4004

Fax: (760) 344-4005

Cell: (760) 457-6087

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On Tue, Sep 10, 2019 at 4:07 PM Mauricio Jimenez <safety@starrainllc.com> wrote:

It is in place. Looking forward to the date.

Regards

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Terry Robertson II <deuce@radcoinc.net>

Date: 9/10/19 3:25 PM (GMT-08:00)

To: Mauricio Jimenez <safety@starrainllc.com>

Cc: Justo Felix <JFelix@starrainllc.com>, Rick Kuhn <rick@radcoinc.net>

Subject: Re: FH Location_Justo Felix Annexation/Improv Plans_IM 3-15

Just curious, is the permit already in place? I'll talk to my partner Rick, who's in charge of the men and figure out our schedule.

Thanks

Deuce

On Tue, Sep 10, 2019, 3:22 PM Mauricio Jimenez <safety@starrainllc.com> wrote:

Here you go Deuce. When can you guys start?

Regards,

Mauricio Jimenez

Safety Manager
Star Rain LLC / TO Logistics INC

M. (956) 532-0569

safety@starrainllc.com

On Sep 10, 2019, at 1:39 PM, Terry Robertson II <deuce@radcoinc.net> wrote:

Please see the attached revised proposal. I had to add some money for the extra footage of pipe past the fence.

Thank you

Terry "Deuce" Robertson II, VP/RMO



615A US HWY 111

Brawley, CA 92227

Office: (760) 344-4004

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On Tue, Sep 10, 2019 at 11:22 AM Mauricio Jimenez <safety@starrainllc.com> wrote:

Deuce, please be advised that as per Fire Department request, the hydrant goes inside, as shown in the attachment.

Regards

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Jesus Villegas <JVillegas@cityofimperial.org>

Date: 9/10/19 11:21 AM (GMT-08:00)

To: Mauricio Jimenez <safety@starrainllc.com>

Subject: FH Location_Justo Felix Annexation/Improv Plans_IM 3-15

Per your request see attachment

Should you have any questions regarding this matter, please do not hesitate to contact me at your earliest convenience.

Sincerely,

Jesus Villegas

Project Manager

CITY OF IMPERIAL

Community Development Department

400 South Imperial Avenue, Suite A

Imperial, CA 92251

Telephone: (760) 355-3840

Facsimile: (760) 355-4718

email: jvillegas@cityofimperial.org

website: <http://www.imperial.ca.gov/>

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<Star Rain - Proposal.doc>

Othon Mora

From: JUSTO FELIX <totransportcorp@gmail.com>
Sent: Friday, February 21, 2020 3:39 AM
To: Othon Mora
Subject: Fwd: Revised bid due to the existing IID line
Attachments: Star Rain - Proposal revsied.doc

CAUTION: This email originated from outside the City of Imperial. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Enviado desde mi iPhone

Inicio del mensaje reenviado:

De: Terry Robertson II <deuce@radcoinc.net>
Fecha: 21 de octubre de 2019, 4:08:08 p. m. PDT
Para: JUSTO FELIX <totransportcorp@gmail.com>
Cc: Carlos Beltran <cbeltran@dceinc.pro>, Rick Kuhn <rick@radcoinc.net>
Asunto: Fwd: Revised bid due to the existing IID line

Good afternoon Justo

I sent an email to Mauricio, but I was told he no longer works there. I've forwarded it here. Since the scope has changed (with the presence of the IID siphon), we had to adjust our price. I tried to keep it as low as possible, but there is an increase. I completely understand if you want to go back out to bid. I can't do it any cheaper then what I have attached.

Thank you

Terry "Deuce" Robertson II, VP/RMO



**615A US HWY 111
Brawley, CA 92227
Office: (760) 344-4004
Fax: (760) 344-4005
Cell: (760) 457-6087**

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----- Forwarded message -----

From: **Terry Robertson II** <deuce@radcoinc.net>

Date: Mon, Oct 14, 2019 at 1:52 PM

Subject: Revised bid due to the existing IID line

To: Mauricio Jimenez <safety@starrainllc.com>

Cc: Rick Kuhn <rick@radcoinc.net>

Good afternoon Mauricio

Please see the revised proposal, due to the recent findings of an existing IID siphon. We did not know about this line and it was not on the bid plans. Unfortunately, it's a 60" line and now the scope must change dramatically. We will have to do a bore crossing rather than an open cut now. I just got my bore quote back from my sub and revised my proposal, attached.

I understand if this is too high now and if you need to go back out to bid. I feel really bad, but it was unknown at the time I bid this project. If you still want to move forward with Radco, I will continue to stay in contact with Carlos and David at DCE.

Thank you

Terry "Deuce" Robertson II, VP/RMO



**615A US HWY 111
Brawley, CA 92227
Office: (760) 344-4004
Fax: (760) 344-4005
Cell: (760) 457-6087**

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September 9, 2019 Revised 10/14/19

Proposal Submitted To: Star Rain, LLC
P Street
Imperial, CA 92251

Re: Sewer & Water Installation

PROPOSAL

SCOPE OF WORK:

Radco, Inc. will supply materials, equipment, and labor to complete the following:

SEWER

1. Traffic control for tie-in and installation of pipe along shoulder of P-Street
2. Saw cut & demo for crossing P-Street
3. Tie into existing manhole on Rosarito Street (drop manhole connection method)
4. Install 8" pipe across P-Street and include shoring
5. Install 8" pipe along shoulder of P-Street (North & South)
6. Install 8" pipe heading West along future road
7. Install 10' stub-out on section heading West
8. Install (3) sewer manholes
9. Install 4" lateral to the existing trailer (connection by others)
10. Trench patch asphalt on Rosarito Street and P-Street

Sewer Total - ~~\$60,000.00~~ \$95,000.00

FIRE HYDRANTS

1. Tie-in to existing water main with (1) hot taps & (1) gate valves
2. Install 165' of 6" CL200 PVC
3. Install (1) 3-port fire hydrants (auto shut-off valves included)

Fire Total - \$19,000.00

DOMESTIC

1. Tie-in new 2" lateral to existing 10" water main on property
2. Install 215' of 2" Sch40 pvc to the existing trailer
3. Install 2" backflow preventer (includes cage)
4. Install (owner provided - comes with permit) 2" water meter

Domestic Total - \$15,500.00

TOTAL - ~~\$94,500.00~~ \$129,500.00

EXCLUSIONS: Testing, permitting, fees, construction water, survey, engineering, import/export, SWPP, landscape, storm drain

PAYMENT SCHEDULE: Net Due in 30 Days

Respectfully Submitted By: Terry A. Robertson II, VP/RMO

This Proposal is valid for 30 days. Please contact Radco Inc. if time has elapsed. Any item not specifically stated on this document as included is excluded.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above this estimate. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. We carry Commercial General Liability Insurance through Tyler Insurance Agency @ 760 352-2611

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

Date of Acceptance: _____

Signature: _____

Othon Mora

From: JUSTO FELIX <totransportcorp@gmail.com>
Sent: Friday, February 21, 2020 3:39 AM
To: Othon Mora
Subject: Fwd: Any update?: Felix Annex Improvements/ IID Crossing Encroachment Permit

CAUTION: This email originated from outside the City of Imperial. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Enviado desde mi iPhone

Inicio del mensaje reenviado:

Dc: Terry Robertson II <deuce@radcoinc.net>
Fecha: 8 de noviembre de 2019, 8:28:10 a. m. PST
Para: Jesus Villegas <JVillegas@cityofimperial.org>
Cc: "Justo Felix - To Transport (totransportcorp@gmail.com)" <totransportcorp@gmail.com>, "Dynamic - Carlos Beltran (cbeltran@dceinc.pro)" <cbeltran@dceinc.pro>, Othon Mora <omora@cityofimperial.org>, Rick Kuhn <rick@radcoinc.net>, Josh Rios <josh@radcoinc.net>, Luis Lopez <luis@radcoinc.net>, Bob Long <longsdirectionalboring@yahoo.com>, Jeff Guy <ecmng@acmesafetysupply.com>
Asunto: Re: Any update?: Felix Annex Improvements/ IID Crossing Encroachment Permit

Good morning everyone

My boring sub is available to do the bore on the 21st of this month. So we're trying to set up for that day. Does that work for everyone? How about the IID? Does anyone know who to contact to check with them? I'll have Jeff with Acme send a new traffic control plan based on a boring plan now rather than an open cut

Thank you

Terry "Deuce" Robertson II, VP/RMO



**615A US HWY 111
Brawley, CA 92227
Office: (760) 344-4004
Fax: (760) 344-4005**

Cell: (760) 457-6087

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On Mon, Nov 4, 2019 at 10:19 AM Jesus Villegas <JVillegas@cityofimperial.org> wrote:

Justo/Carlos/Deuce,

Now that the IID encroachment permit has been approved, could you please share with us an update regarding the work schedule for this project?

Being "P" Street (Clark Rd) a busy route, there is some coordination that should be completed prior to the initiation of any construction within the roadway.

Should you have any questions regarding this matter, please do not hesitate to contact me at your earliest convenience.

Sincerely,

Jesus Villegas

Project Manager

CITY OF IMPERIAL

Community Development Department

400 South Imperial Avenue, Suite A

Imperial, CA 92251

Telephone: (760) 355-3840

Facsimile: (760) 355-4718

email: jvillegas@cityofimperial.org

website: <http://www.imperial.ca.gov/>



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From: Carlos Beltran [mailto:cbeltran@dceinc.pro]
Sent: Tuesday, October 22, 2019 8:41 AM
To: 'JUSTO FELIX'; Jesus Villegas; 'Terry Robertson II'
Subject: IID Crossing Encroachment Permit

CAUTION: This email originated from outside the City of Imperial. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Justo,

Attached you'll find the approved encroachment permit (with conditions) for the sewer line crossing.

There is a fee of \$1,800 payable to IID for engineering and inspections. (See line item No.7)

Carlos Beltran, P.E.

Dynamic Consulting Engineers, Inc.

2415 Imperial Business Park Dr., Suite B

Imperial, CA 92251

Phone (760) 545-0162

Fax (760) 545-0163

Othon Mora

From: JUSTO FELIX <totransportcorp@gmail.com>
Sent: Friday, February 21, 2020 3:40 AM
To: Othon Mora
Subject: Fwd: Soils Testing on Justo Felix project

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Enviado desde mi iPhone

Inicio del mensaje reenviado:

De: Terry Robertson II <deuce@radcoinc.net>
Fecha: 13 de noviembre de 2019, 10:16:44 a. m. PST
Para: Carlos Beltran <cbeltran@dceinc.pro>
Cc: JUSTO FELIX <totransportcorp@gmail.com>, Rick Kuhn <rick@radcoinc.net>, Luis Lopez <luis@radcoinc.net>, Josh Rios <josh@radcoinc.net>
Asunto: Soils Testing on Justo Felix project

Good morning Carlos

Do you know who is being retained for the compaction testing on this project? I need to open up communications with whoever Justo has retained asap. Thx

Thank you

Terry "Deuce" Robertson II, VP/RMO



**615A US HWY 111
Brawley, CA 92227
Office: (760) 344-4004
Fax: (760) 344-4005
Cell: (760) 457-6087**

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Othon Mora

From: JUSTO FELIX <totransportcorp@gmail.com>
Sent: Friday, February 21, 2020 3:40 AM
To: Othon Mora
Subject: Fwd: Any update?: Bore Crossing on Clark Road (Felix Annex Improvements)

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Enviado desde mi iPhone

Inicio del mensaje reenviado:

De: Terry Robertson II <deuce@radcoinc.net>
Fecha: 5 de diciembre de 2019, 10:51:38 a. m. PST
Para: Jesus Villegas <JVillegas@cityofimperial.org>
Cc: Carlos Beltran <cbeltran@dceinc.pro>, Rick Kuhn <rick@radcoinc.net>, Josh Rios <josh@radcoinc.net>, Luis Lopez <luis@radcoinc.net>, Jeff Guy <ecmng@acmesafetysupply.com>, Bob Long <longsdirectionalboring@yahoo.com>, JUSTO FELIX <totransportcorp@gmail.com>, Wes Matejovsky <WDMatejovsky@iid.com>, Harold Trench Shoring Rentals <smithharold7@aol.com>, Othon Mora <omora@cityofimperial.org>, "dbeltran@dceinc.pro" <dbeltran@dceinc.pro>
Asunto: Re: Any update?: Bore Crossing on Clark Road (Felix Annex Improvements)

I spoke to Bob earlier this morning and we're getting close. I should have a new date "in ink" by tomorrow. I know everyone is anxious to get this line in, so I apologize for the delays.

Thank you

Terry "Deuce" Robertson II, VP/RMO



**615A US HWY 111
Brawley, CA 92227
Office: (760) 344-4004
Fax: (760) 344-4005
Cell: (760) 457-6087**

This email may contain confidential or proprietary information or material and is for the sole use of the intended recipient. Any review, use distribution or disclosure by others is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email and delete all copies of this message

On Thu, Dec 5, 2019 at 10:49 AM Jesus Villegas <JVillegas@cityofimperial.org> wrote:

Hi Deuce,

Do you have any update regarding the new date to resume working on this project?

Please let me know.

Jesús

From: Terry Robertson II [<mailto:deuce@radcoinc.net>]

Sent: Tuesday, November 19, 2019 9:20 AM

To: Carlos Beltran; Jesus Villegas; Rick Kuhn; Josh Rios; Luis Lopez; Jeff Guy; Bob Long; JUSTO FELIX; Wes Matejovsky; Harold Trench Shoring Rentals; Othon Mora; dbeltran@dceinc.pro

Subject: Bore Crossing on Clark Road - Postponed

CAUTION: This email originated from outside the City of Imperial. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning all,

Unfortunately our boring contractor had a passing in his family. The funeral is scheduled on the day of the scheduled bore crossing. We will have to postpone this project until after the Thanksgiving break at this point. I'm very sorry to everyone that was ready to go on this. I will get with Mr. Long when he's available and reschedule. I will email everyone once we get the new date set. Once again, my apologies.

Thank you

Terry "Deuce" Robertson II, VP/RMO



615A US HWY 111

Brawley, CA 92227

Office: (760) 344-4004

Fax: (760) 344-4005

Cell: (760) 457-6087

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Othon Mora

From: JUSTO FELIX <totransportcorp@gmail.com>
Sent: Friday, February 21, 2020 3:40 AM
To: Othon Mora
Subject: Fwd: Any update?: Bore Crossing on Clark Road (Felix Annex Improvements)

CAUTION: This email originated from outside the City of Imperial. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Enviado desde mi iPhone

Inicio del mensaje reenviado:

De: Terry Robertson II <deuce@radcoinc.net>
Fecha: 6 de diciembre de 2019, 4:08:57 p. m. PST
Para: Jesus Villegas <JVillegas@cityofimperial.org>
Cc: Carlos Beltran <cbeltran@dceinc.pro>, Rick Kuhn <rick@radcoinc.net>, Josh Rios <josh@radcoinc.net>, Luis Lopez <luis@radcoinc.net>, Jeff Guy <ecmng@acmesafetysupply.com>, Bob Long <longsdirectionalboring@yahoo.com>, JUSTO FELIX <totransportcorp@gmail.com>, Wes Matejovsky <WDMatejovsky@iid.com>, Harold Trench Shoring Rentals <smithharold7@aol.com>, Othon Mora <omora@cityofimperial.org>, David Beltran <dbeltran@dceinc.pro>
Asunto: Re: Any update?: Bore Crossing on Clark Road (Felix Annex Improvements)

Good afternoon all

We're scheduled for the bore crossing on December 16th. Please let me know if there are any conflicts. I'm sure everyone would like this to hurry up and get this pipe into the ground.

Have a great weekend

Thanks
Deuce

On Thu, Dec 5, 2019, 10:49 AM Jesus Villegas <JVillegas@cityofimperial.org> wrote:

Hi Deuce,

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Please let me know.

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Sent: Tuesday, November 19, 2019 9:20 AM

To: Carlos Beltran; Jesus Villegas; Rick Kuhn; Josh Rios; Luis Lopez; Jeff Guy; Bob Long; JUSTO FELIX; Wes Matejovsky; Harold Trench Shoring Rentals; Othon Mora; dbeltran@dceinc.pro

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Thank you

Terry "Deuce" Robertson II, VP/RMO



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Othon Mora

From: justo Felix <JFelix@starrainllc.com>
Sent: Friday, February 21, 2020 3:41 AM
To: Othon Mora
Subject: Fwd: LETTER
Attachments: CONTRUCTION.pdf; ATT00001.htm

CAUTION: This email originated from outside the City of Imperial. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Enviado desde mi iPhone

Inicio del mensaje reenviado:

De: manuel hernandez <manuel68starrainllc@gmail.com>
Fecha: 24 de enero de 2020, 1:29:30 p. m. PST
Para: justo Felix <JFelix@starrainllc.com>
Asunto: LETTER

CA821436



7114 7389 6621 3703 3975

Dated: 01/21/20

CALIFORNIA PRELIMINARY NOTICE

This is not a Lien. Civil Code Sections 8200, et seq., 9300, et seq.

Reputed Owner or Public Entity

01/21/20 CA821436
JUSTO & GISEL C FELIX/
STAR RAIN LLC
2475 CLARK RD
IMPERIAL CA 92251

Reputed Construction Lender or Lessee

OWNER FINANCED

Reputed Direct Contractor

RADCO INC
615A S HWY 111
BRAWLEY CA 92227

1 - You are hereby notified that

RADCO INC
615A S HWY 111
BRAWLEY CA 92227

2 - Has furnished or will furnish labor, services, equipment, or materials of the following general description:

WET UTILITIES MATERIALS
LABOR TO INSTALL

3 - An estimate of the total price of the labor, services, equipment, or materials furnished or to be furnished is:

\$ 129,500.00

4 - The building, structure or other work of improvement is located at:

19-68 STAR RAIN (WETS)
2475 CLARK RD
IMPERIAL CA 92251

5 - The party to or for whom the work is provided.

STAR RAIN LLC
2475 CLARK RD
IMPERIAL, CA 92251

The relationship to the party(ies) giving this notice is:
Direct Contractor

6 - Name and address of Trust Funds to which Supplemental Fringe Benefits are payable (if applicable):

7 - Federal Public Work Jobsite Title 40 USC Sec. 270A-270E

Contract #
Bond Co:

Authorized Agent
1-800-366-5660

NOTICE TO PROPERTY OWNER
EVEN THOUGH YOU HAVE PAID YOUR CONTRACTOR IN FULL, if the person or firm that has given you this notice is not paid in full for labor, service, equipment or material provided or to be provided to your construction project, a lien may be placed on your property. Foreclosure of the lien may lead to loss of all or part of your property. You may wish to protect yourself against this by (1) requiring your contractor to provide a signed release by the person or firm that has given you this notice before making payment to your contractor, or (2) any other method that is appropriate under the circumstances. This notice is required by law to be served by the undersigned as a statement of your legal rights. This notice is not intended to reflect upon the financial condition of the contractor or the person employed by you on the construction project. If you record a notice of cessation or completion of your construction project, you must within 10 days after recording, send a copy of the notice of completion to your contractor and the person or firm that has given you this notice. The notice must be sent by registered or certified mail. Failure to send the notice will extend the deadline to record a claim of lien. You are not required to send the notice if you are a residential homeowner of a dwelling containing four or fewer units.

This undersigned declares as follows: I am over the age of 18 and employed by Construction Notice Services, Inc., whose business address is 9520 Padgett St #208, San Diego, CA 92126. I am employed in the County of San Diego, where this mailing occurs, and not a party to this action. On the date shown below, in the City of San Diego, I served within California Preliminary Notice, sealed and deposited in the mail in the manner prescribed by law, by first class registered or certified mail, postage fully prepaid, to the person(s) at the address shown thereon.

Signature:

Date: 01/21/20

**FFIDAVIT OF PUBLICATION
(2015.5 C.C.P.)**

STATE OF CALIFORNIA

County of Imperial

resident of the County aforesaid; I am
he age of eighteen years, and not a party to
rested in the above entitled matter. I am
ncipal clerk* of the printer of the

Imperial Valley Press

spaper of general circulation, printed and
hed daily in the City of El Centro, County
perial and which newspaper has been
ged a newspaper of genera circulation by
perior Court of the County of Imperial,
of California, under the date of October 9,
Case Number 26775; that the notice, of
the annexed is a printed copy, has been
hed in each regular and entire issue of said
paper and not in any supplement thereof on
llowing dates, to-wit:

the year 2020

fy (or declare) under penalty of
y that the foregoing is true and
t.


SIGNATURE

of Account: CITY OF IMPERIAL
Number: 11391335
umber: 31651307

ter, Foreman of the Printer, or Principal Clerk of
inter
6 th day of April, 2020.
Centro, California.

This space is for the County Clerk's
Filling Stamp:



**Notice of Public Hearing
City of Imperial City Council**

Notice is hereby given that a public hearing will be held by the City of Imperial City Council on Wedn
day, April 15, 2020 at 7:00 P.M. The public hearing will be held at the City of Imperial Council Chu
bers located at 200 W. 9th Street, Imperial, CA 92251. The purpose of the public hearing is to rec
comments from the public regarding Conditional Use Permit 19_06- Justo Felix Trucking Facility loca
at 2475 Clark Road. The applicant is requesting to appeal the decision the Planning Commission m
on March 11th, 2020 to revoke the exiting Conditional Use Permit (19_06), deny the request for a t
extension, and amendments to the existing conditions of approval. The time extension is needed to
ish the improvements required for the facility to continue operating, that are tied to an existing conditi
al use permit, allowing the operation of a trucking facility located at 2475 Clark Road; Imperial,
92251. If the appeal for the time extension is not granted by the City Council, revocation of the Con
ditional Use Permit will be final. The project has an existing certified Negative Declaration under the C
ifornia Environmental Quality Act.

Copies of the application and other pertinent information are available for review at the Community
velopment Department at Imperial City Hall during regular business hours. If you would like to kn
more about the proposed project prior to the public hearing, please contact Lisa Tylenda, Plann
(760)355-3326 or via email at ltylenda@cityofimperial.org.

Any person desiring to comment on the above project may do so in writing, email, or may appear in
son at the public hearing. Written comments should be directed to Ms. Debra Jackson, City Clerk,
of Imperial, 420 South Imperial Avenue; Imperial, CA 92251. Please reference the project name in
written correspondence. If sending an email regarding the project please email
cityclerk@cityofimperial.org

Debra Jackson
City Clerk
L552

A6

Agenda Item No.

F-1

DATE SUBMITTED

4-30-2020

SUBMITTED BY

Assistant City
Manager

DATE ACTION REQUIRED

5-6-2020

COUNCIL ACTION (X)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS AB

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: IMPERIAL HIGH SCHOOL SENIOR CLASS OF 2020

1. APPROVE DONATION OF STAFF TIME TO HANG DOWNTOWN
BANNERS TO HONOR IMPERIAL HIGH SCHOOL SENIOR CLASS OF
2020

DEPARTMENT INVOLVED: CITY MANAGER'S OFFICE AND IMPERIAL CHAMBER OF COMMERCE

BACKGROUND/SUMMARY:

The City of imperial is requesting the City Council's approval to donate the staff time of two Parks General Maintenance Workers to assist the Imperial Chamber of Commerce. The Imperial Chamber of Commerce has partnered with Jason Jernigan to print banners in honor of the Imperial High School Graduating Class of 2020. The banners would hang from the second week of May to the second week of June.

FISCAL IMPACT:

Less than \$200.00 (2 Parks General Maintenance Workers – 4hrs.)

ADMIN SERV
INITIALS

AB

STAFF RECOMMENDATION:

DEPT. INITIALS

MANAGER'S RECOMMENDATION: It is the recommendation of the Assistant City Manager to partner with the Imperial Chamber of Commerce and donate the staff time on this project.

CITY
MANAGER'S
INITIALS

AB

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()

DATE SUBMITTED

04/29/2020

SUBMITTED BY

COMMUNITY
DEVELOPMENT
DIRECTOR

DATE ACTION REQUIRED

05/06/2020

COUNCIL ACTION (X)
PUBLIC HEARING REQUIRED ()
RESOLUTION ()

ORDINANCE 1ST READING ()
ORDINANCE 2ND READING ()
CITY CLERK'S INITIALS 3

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION:

CONSTRUCTION OF STORM DRAIN SYSTEM AND ASPHALT RUBBER COMPOSITE LAYER OVERLAY ALONG 11TH STREET FROM N "D" STREET TO OLD SR-86.
(BID NO. 2019-10)

1. APPROVE CONTRACT FOR ASPHALT REPAIRS AT "F" & 11TH STREETS INTERSECTION.

DEPARTMENT INVOLVED: COMMUNITY DEVELOPMENT DEPARTMENT

BACKGROUND/SUMMARY:

The Community Development Department conducted a competitive BID process for the above-referenced project. The contract was awarded to Granite Construction Company on 11/06/2019.

The scope-of-work included the installation of a new storm drain system, road restoration, utility adjustments and traffic control.

On April 8th, an existing 6" asbestos cement water pipeline running across 11th Street at "F" Street intersection broke and flooded nearby areas causing damages to a section of the new asphalt pavement recently installed by Granite Construction Company.

Our Public Works Department repaired this section of pipeline removing the existing pipe and replacing it with new PVC pipe. Temporary cold-mix patching was installed by Granite Construction to improve safety and rideability.

Afterwards the City received a cost proposal from Granite Construction to remove and replace the asphalt in the area affected by the water leakage.

See attached Exhibits 1 and 2 for details.

FISCAL IMPACT: \$48,901 from Water.

ADMIN
SERVICES
SIGN INITIALS HS

STAFF RECOMMENDATION:

Staff recommends City Council award of contract to Granite Construction in the amount of \$48,901.

DEPT. INITIALS OM

MANAGER'S RECOMMENDATION:

approve

CITY
MANAGER'S
INITIALS AM

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REJECTED ()

DEFERRED ()

REFERRED TO:

EXHIBIT 1
PHOTO REPORT – WATER LEAKAGE: “F” & 11TH STREETS INTERSECTION.



EXHIBIT 1
PHOTO REPORT – WATER LEAKAGE: “F” & 11TH STREETS INTERSECTION.



EXHIBIT 1
PHOTO REPORT – WATER LEAKAGE: “F” & 11TH STREETS INTERSECTION.



EXHIBIT 1
PHOTO REPORT – WATER LEAKAGE: “F” & 11TH STREETS INTERSECTION.



EXHIBIT 2



DIR: 1000000085
CA License 89

CCO Proposal - Asphalt Repairs 11th and "F" ST

Granite Construction Company
38000 Monroe Street
Indio, CA 92203
Francisco.duffy@gcinc.com
760-399-6101

April 20, 2020
Rev 2

PROJECT COI Storm Drain Project
Site: 11th St, Imperial CA

PREPARED FOR Jesus Villegas
City of Imperial
jvillegas@cityofimperial.org
760-604-3251

ITEM	DESCRIPTION	QUAN	UNIT	UNIT PRICE	EXT PRICE
1	PAVEMENT REPAIR SAW CUT	144	LF	\$17	\$2,448
2	REMOVE AC PAVEMENT	36	CY	\$228	\$8,208
3	GRADING	2280	SF	\$6	\$13,680
4	LAY MIX DIGOUTS ENDS	55	TN	\$383	\$21,065
5	PAVEMENT MARKINGS	1	EA	\$3,500	\$3,500
				TOTAL:	\$48,901

Scope

- Saw cut, remove and dispose of existing asphalt
- Remove and dispose of 9" of saturated subgrade replace with Geogrid and 9" of class II base.
- Pave 4" of ½" HMA PG70-10
- Complete Pavement Markings; legend and lines shall be thermoplastic as illustrated on approved improvement plans.

Clarifications

- Subgrade to be compacted to 90% of Maximum Density, class II base material to be compacted to 95% maximum density per ASTM D1557.
- Supply compaction reports of subgrade, newly placed class II base material, as well as HMA.

DATE SUBMITTED 05/06/2020
 SUBMITTED BY DM/AB/MB
 DATE ACTION REQUIRED 05/06/2020

COUNCIL ACTION (x)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION (X)
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS (76)

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION:

DISCUSSION/ACTION: RESOLUTION 2020-16 AUTHORIZING CITY MANAGER TO ENTER INTO APPROPRIATE AGREEMENTS TO EFFECTUATE PREVIOUSLY APPROVED SALE, ACKNOWLEDGING FINAL SALE PRICE AND TRANSACTION TIMING

DEPARTMENT INVOLVED: City Manager / Economic Development

BACKGROUND/SUMMARY:

On July 3, 2018, the City of Imperial entered into a Purchase and Sale Agreement to sell land located at the Northwest Corner of Highway 86 and 15th Street (Assessor's Parcel Numbers 063-040-035 and 063-040-036) to Halferty Development LLC (or their designee). The purpose of the sale is to effectuate economic growth and development to serve the residents of the City of Imperial by increasing the goods and services available as well as expanding the tax base of the community providing additional revenues to the City of Imperial itself to provide services to its residents.

The Resolution before you today accomplishes several items to complete the sale:

1. It acknowledges that the Purchase and Sale Agreement has been assigned by Halferty Development LLC to 5th Street Development Imperial LLC.
2. That the final purchase price is \$576,434 which is \$4.00 per square foot for 144,108.44 square feet of land.
3. The final land sale considers the City holding back some land at the Northern portion of the parcels for future improvements at West Belford Road and Highway 86.
4. Approves the extension of the Development Approval Period from May 19, 2020 until August 14, 2020 while extending the date for which escrow is to close from June 18, 2020 to September 14, 2020.

FISCAL IMPACT:

At close of escrow, the City of Imperial will receive the proceeds of escrow (gross amount of \$576,434 minus appropriate title, escrow and transaction fees)

ADMIN
SERVICES
SIGN INITIALS _____

STAFF RECOMMENDATION:

Staff recommends that the City Council approve Resolution 2020-16

ATTACHMENT(S):

Resolution 2020-16

Exhibit Showing Approximate Parcel Layout and Size(s)

DEPT. INITIALS _____

MANAGER'S RECOMMENDATION: City Manager concurs with staff recommendation.

CITY
MANAGER'S
INITIALS (Signature)

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

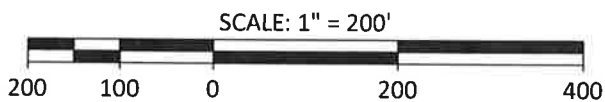
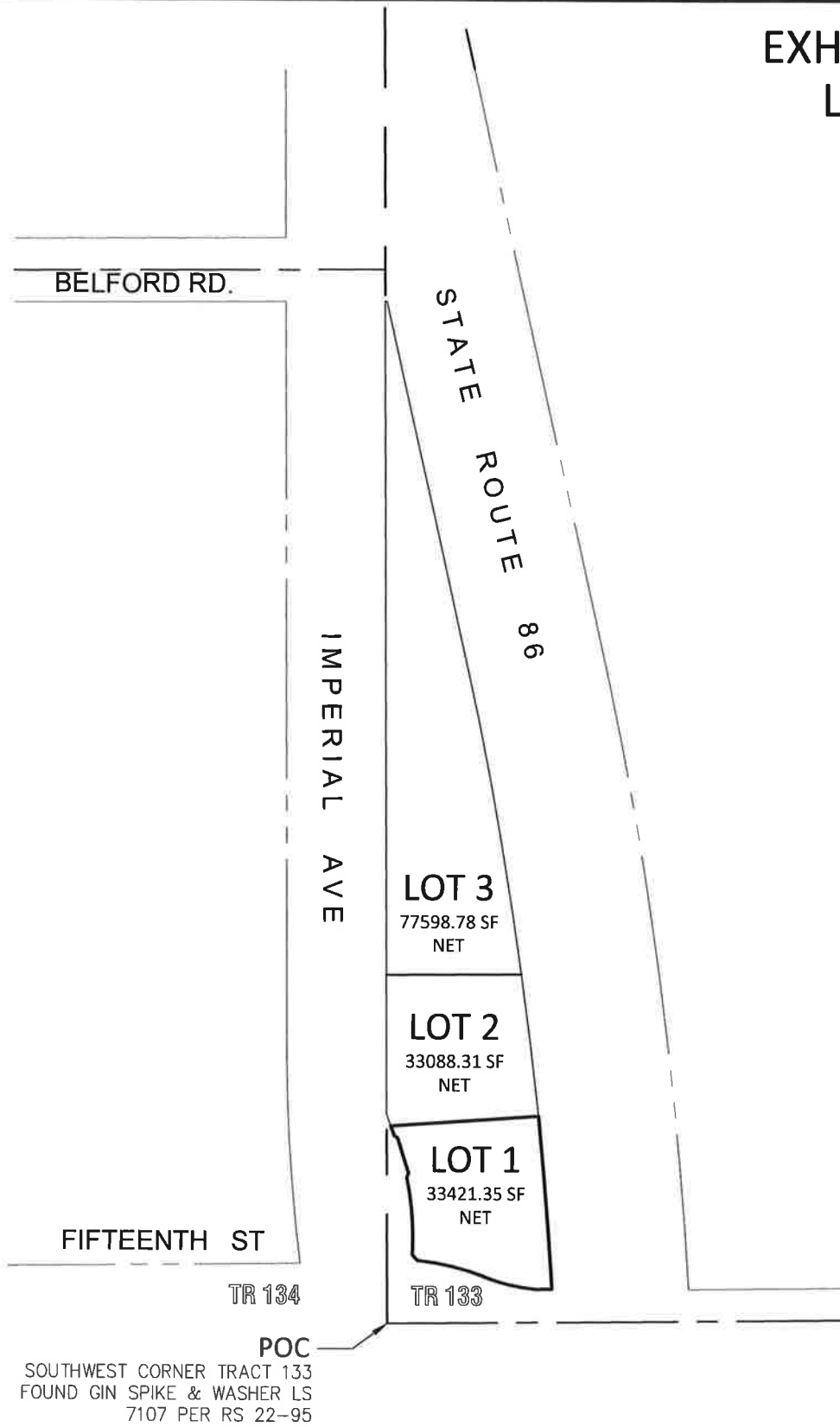
DISAPPROVED ()

REJECTED ()

DEFERRED ()

REFERRED TO:

EXHIBIT "B"
LOT 1



RESOLUTION NO. 2020-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL CALIFORNIA APPROVING THE SALE OF LAND AND AUTHORIZING ACTIONS AND EXECUTION AND DELIVERY BY DESIGNATED OFFICERS OF DOCUMENTS NECESSARY TO COMPLETE THE SALE OF CITY PROPERTY

Whereas, the City Council (the "Council") of the City of Imperial (the "City") has entered into a Purchase and Sale Agreement ("Agreement") with Halferty Development Company LLC ("Purchaser") to sell Assessor's Parcel Number(s) 063-040-035 and 063-040-036 for four dollars (\$4.00) per square foot; and,

Whereas, the Agreement allows Purchaser to assign said Agreement to a different person or entity for purposes of ultimate development and financing and Purchaser has assigned the Agreement to 5th Street Development Imperial LLC; and,

Whereas, the developable configuration will be comprised of three (3) parcels that encompass 144,108.44 square feet of land ("Property"); and

Whereas, City and Purchaser agree that a portion of the property described in the Agreement could be retained by City for future City infrastructure needs and that such retention would lie in the northern portion of the property; and

Whereas, based upon the portion of property to be retained by City, the total purchase price will be \$576,434.00

Whereas, the COVID-19 pandemic has caused business delays due to orders by both the State of California and County of Imperial for non-essential businesses to cease activity; and

Whereas, the 3rd Amendment to the Agreement provides that the Development Approval Period would be extended to May 19, 2020, with an escrow closing date no later than June 18, 2020; and

Whereas, for reasons stated herein, the Development Approval Period shall be extended to August 14, 2020 with an escrow closing date no later than September 14, 2020.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IMPERIAL DOES HEREBY FIND, DETERMINE AND ORDER AS FOLLOWS:

The recitals are true and correct and are incorporated herein.

The City Manager for the City of Imperial and/or his/her designee shall have legal authority to enter into appropriate agreements convenient or necessary to effectuate the intent of the Agreement, including, but not limited to, Escrow Agreement(s) and Purchase and Sale Agreement(s) that acknowledge the assignment of Purchase and Sale Agreement(s) to different/additional entity(ies), extends escrow and sells the subject parcel(s) to 5th Street Development Imperial LLC.

The City and its staff is authorized to take such action as may be necessary to create up to three (3) parcel(s) from the subject parcel(s) for development purposes and to reserve property for future City infrastructure needs. Creation of such parcels shall be at Purchaser (or its

successor) expense and in accordance with ordinances of the City of Imperial, California Subdivision Map Act and the California Environmental Quality Act (CEQA).

This Resolution shall take effect from immediately upon its adoption.

Passed and Adopted this 6th day of May 2020.

Darrell Pechtl, Mayor

Attest:

Debra Jackson
City Clerk

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL) ss.
CITY OF IMPREIAL)

I, Debra Jackson, City Clerk of the City of Imperial, California, hereby certify that Resolution No. 2020- ____ was adopted by the City Council of the City of Imperial, California, at the regular meeting of May __, 2020, and that the same was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Debra Jackson
City Clerk