

# **AGENDA**

**CITY COUNCIL  
CITY OF IMPERIAL  
200 WEST 9<sup>TH</sup> STREET  
IMPERIAL, CA 92251-1637  
AUGUST 7, 2019  
7:00 P.M.**

*The Imperial City Council meetings, including public comments, are being live streamed 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 OPEN SESSION AT 7:00 P.M.**

**ROLL CALL  
PLEDGE OF ALLEGIANCE  
ADJUSTMENTS TO THIS AGENDA**

## **B. PUBLIC APPEARANCES:**

**B-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.

**B-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.

## **C. SPECIAL PRESENTATION:**

**C-1. SUBJECT: PROCLAMATION – 100<sup>th</sup> ANNIVERSARY OF THE AMERICAN LEGION**

## **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 minutes for regular meetings of May 1, 2019, May 15, 2019 and special meeting of May 29, 2019.

- D-3.** Acceptance of Quitclaim Deed from Imperial Irrigation District for portion of the McCall Drain No. 5 at the Cross Elementary School site.
- D-4.** Authorization to send claim rejection letter to Jeffrey Jimenez as requested by Carl Warren & Company.

**E. PUBLIC HEARING(S): (DISCUSSION/ACTION – APPROVE-DISAPPROVE)**

**E-1. SUBJECT: PUBLIC HEARING/DISCUSSION/ACTION: HOUSING ELEMENT UPDATE**

1. APPROVE RESOLUTION NO. 2019-45, TO APPROVE AND ADOPT THE HOUSING ELEMENT UPDATE AND SUBMIT TO DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD).

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

**F-1. SUBJECT: DISCUSSION/ACTION: AGREEMENT BETWEEN CITY OF IMPERIAL AND IMPERIAL CHAMBER OF COMMERCE.**

1. TERMINATION OF IMPERIAL CHAMBER OF COMMERCE SERVICE AND LEASE AGREEMENT.

**F-2. SUBJECT: DISCUSSION/ACTION: AGREEMENT BETWEEN CITY OF IMPERIAL AND CODE EXXPERTS.**

1. APPROVAL OF AGREEMENT BETWEEN THE CITY OF IMPERIAL AND CODE EXXPERTS FOR WEB DEVELOPMENT SERVICES FOR THE TERM OF ONE (1) YEAR IN THE AMOUNT OF \$18,800.00.

**F-3. SUBJECT: DISCUSSION/ACTION: UTILITY BILLING SOFTWARE UPGRADE.**

1. APPROVE DISBURSEMENT OF FUNDS FOR UTILITY BILLING SOFTWARE UPGRADE PROVIDED BY HARRIS COMPUTER IN THE AMOUNT OF \$30,080.00.

**F-4. SUBJECT: DISCUSSION/ACTION: LEASE AGREEMENT BETWEEN CITY OF IMPERIAL AND DELL FINANCIAL SERVICES FOR REPLACEMENT OF DELL POWEREDGE SERVERS.**

1. APPROVAL OF LEASE AGREEMENT AND DISBURSEMENT OF FUNDS FOR THE TERM OF THREE (3) YEARS IN THE AMOUNT OF \$24,718.33 ANNUALLY (\$70,434.64).

**F-5. SUBJECT: DISCUSSION/ACTION: DECLARE SHORETEL SWITCHES AS SURPLUS AND AUTHORIZE DISPOSAL.**

1. DECLARE SHORETEL SWITCHES (VoIP Phone System) AS SURPLUS EQUIPMENT AND AUTHORIZE DISPOSAL.

**F-6. SUBJECT: DISCUSSION/ACTION: DESIGN SERVICES FOR THE ATEN**

**BOULEVARD BICYCLE PATH FROM “P” STREET TO DOGWOOD ROAD.**

1. AWARD CONTRACT TO DYNAMIC CONSULTING ENGINEERS FOR THE ENGINEERING DESIGN SERVICES OF THE ATEN BOULEVARD BICYCLE PATH.

**F-7. SUBJECT: DISCUSSION/ACTION: CAMBRIA PARK**

1. ACCEPTANCE OF CAMBRIA PARK AS COMPLETED BY R.E. SHULTZ, INC. AND AUTHORIZE THE FILING OF THE NOTICE OF COMPLETION.

**F-8. SUBJECT: DISCUSSION/ACTION: CITY HALL SEWER LINE.**

1. CONTINUE OR SUSPEND EMERGENCY AS NECESSARY FOR THE REPAIRS/REPLACEMENT TO THE SEWER LINES.

**F-9. SUBJECT: DISCUSSION/ACTION: AIRPORT LAND USE COMMISSION (ALUC) REPRESENTATIVE.**

1. NOMINATION OF KRISTOPHER HAUGH TO COUNTY AIRPORT LAND USE COMMISSION.

**F-10. SUBJECT: DISCUSSION/ACTION: SPECIAL EVENT CALENDAR FOR THE 2019-2020 FISCAL YEAR.**

1. PROVIDE DIRECTION FOR THE SELECTION OF FOUR CITY SPECIAL EVENTS TO BE HELD DURING THE 2019-2020 FISCAL YEAR.

**F-11. SUBJECT: DISCUSSION/ACTION: SUN VALLEY BEHAVIORAL MEDICAL CENTER 5K AND 1 MILE CASA RACE.**

1. APPROVAL OF SUN VALLEY BEHAVIORAL MEDICAL CENTER TO HOST THEIR ANNUAL 5K AND 1 MILE RACE ON OCTOBER 12, 2019.
2. APPROVAL OF THE CLOSURE OF STREETS AFFECTING NO. IMPERIAL AVE., CLAYPOOL DR. AND MARSHALL AVE.

**F-12. SUBJECT: DISCUSSION/ACTION: EAGER PARK PLAYGROUND SURFACING IMPROVEMENT PROJECT.**

1. ACCEPT QUOTE RECEIVED FROM WESTERN STATE BUILDERS FOR DEMOLITION, REMOVAL AND DISPOSAL OF EXISTING POUR IN PLACE RUBBER SURFACING AND INSTALLATION OF FIBER CLOTH IN AN AMOUNT NOT TO EXCEED \$44,000.00

**F-13. SUBJECT: DISCUSSION/ACTION: PROFESSIONAL SERVICE AGREEMENT FOR ADMINISTRATION OF COMMUNITY FACILITIES DISTRICTS (CFDs) AND LANDSCAPE AND LIGHTING MAINTENANCE DISTRICTS.**

1. APPROVAL OF SECOND AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT BETWEEN CITY OF IMPERIAL AND KOPPEL & GRUBER PUBLIC FINANCE FOR ADMINISTRATION SERVICES OF COMMUNITY FACILITIES DISTRICTS (CFDs) AND LANDSCAPE AND LIGHTING MAINTENANCE DISTRICTS FOR FISCAL YEAR ENDING JUNE 30, 2020 AND JUNE 30, 2021.

**F-14. SUBJECT: DISCUSSION/ACTION: LETTER TO SUPPORT BALANCED ENERGY PLAN FOR CALIFORNIA**

1. CONSIDERATION TO SUPPORT SoCalGas IN AN EFFORT TO MAINTAIN LOCAL CONTROL OF ENERGY SOLUTIONS AND BALANCED ENERGY SOLUTIONS.

**G. REPORTS:**

- G-1. SUBJECT: MAYOR AND COUNCIL MEMBER REPORTS.**  
**G-2. SUBJECT: DEPARTMENT HEAD AND STAFF REPORTS.**  
**G-3. SUBJECT: CITY MANAGER REPORT.**

**ADJOURN CITY COUNCIL MEETING UNTIL THE NEXT REGULARLY SCHEDULED MEETING, WEDNESDAY, AUGUST 21, 2019 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



## **PROCLAMATION**

### **BOYCE ATEN AMERICAN LEGION CENTENNIAL DAY**

**WHEREAS**, The American Legion has been a staunch advocate for veterans and their families since 1909; and

**WHEREAS**, The American Legion was founded on the four pillars of care for veterans, a strong national defense, Americanism, and children and youth; and

**WHEREAS**, The American Legion has played a leading role in initiatives and breakthroughs that have affected the lives of Americans in every community, from U.S. Flag Code to the GI Bill;; and

**WHEREAS**, Post 25 has fulfilled the Legion's mission since 1919 through programs such as Troop, Family & Youth Support, Boys State, Homeless Veterans, Scouting, Volunteering and more; ;and

**WHEREAS**, The American Legion is celebrating its centennial in 2018-1019.

**NOW, THEREFORE**, I Robert Amparano the Mayor of the City of Imperial, do hereby proclaim August 7, 2019 as "Boyce Aten American Legion Post 25 Centennial Day."

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused to be affixed the official seal of the City of Imperial on this 7<sup>th</sup> day of August, 2019.

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Robert Amparano, Mayor

# Check Register Report

D-1  
Date: 08/02/2019  
Time: 10:34 am  
Page: 4

CITY OF IMPERIAL

BANK: UNION BANK

| Check Number             | Check Date | Status  | Void/Stop Date | Vendor Number | Vendor Name                    | Check Description        | Amount    |
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| <b>UNION BANK Checks</b> |            |         |                |               |                                |                          |           |
| 88479                    | 06/30/2019 | Printed |                | 391           | A & R CONSTRUCTION             | 1902                     | 7,050.25  |
| 88480                    | 06/30/2019 | Printed |                | 195           | ALLIED WASTE                   | JUNE 2019                | 98,012.05 |
| 88481                    | 06/30/2019 | Printed |                | 195           | ALLIED WASTE                   | 0467-001543469           | 2,909.75  |
| 88482                    | 06/30/2019 | Printed |                | 4400          | BABCOCK LABORATORIES, INC.     | BF91538-8203             | 68.00     |
| 88483                    | 06/30/2019 | Printed |                | 674           | BRENNTAG                       | BPI958072                | 12,185.04 |
| 88484                    | 06/30/2019 | Printed |                | 1573          | DEPARTMENT OF JUSTICE          | 390942                   | 672.00    |
| 88485                    | 06/30/2019 | Printed |                | 2815          | DEVELOPMENT MANAGEMENT GROUP   | JUNE 2019                | 4,000.00  |
| 88486                    | 06/30/2019 | Printed |                | 2019          | DRISCOLLS                      | 51281                    | 140.73    |
| 88487                    | 06/30/2019 | Printed |                | 207           | EL CENTRO MOTORS               | 5153557                  | 316.49    |
| 88488                    | 06/30/2019 | Printed |                | 5664          | GREAT WESTERN RECREATION       | 1906048                  | 28,960.25 |
| 88489                    | 06/30/2019 | Printed |                | 4264          | IMPERIAL IRRIGATION DISTRICT   | JUNE 2019                | 7,920.00  |
| 88490                    | 06/30/2019 | Printed |                | 1336          | IMPERIAL LANDFILL- 4136        | 4136-000017337           | 3,551.87  |
| 88491                    | 06/30/2019 | Printed |                | 122           | IMPERIAL STORES                | 821355                   | 452.95    |
| 88492                    | 06/30/2019 | Printed |                | 3187          | IMPERIAL TRUSS & LUMBER CO.    | B29727                   | 396.72    |
| 88493                    | 06/30/2019 | Printed |                | 123           | IMPERIAL UNIFIED SCHOOL DIST.  | AR19-00159               | 961.77    |
| 88494                    | 06/30/2019 | Printed |                | 2901          | KIMBALL MIDWEST                | 7235602                  | 481.45    |
| 88495                    | 06/30/2019 | Printed |                | 1996          | LEE TIRE CO.                   | 356932                   | 476.70    |
| 88496                    | 06/30/2019 | Printed |                | 260           | MALLORY SAFETY AND SUPPLY LLC  | 4661725                  | 46.87     |
| 88497                    | 06/30/2019 | Printed |                | 1399          | MIRACLE RECREATION EQUIPMENTC  | 2018-13927               | 4,742.68  |
| 88499                    | 06/30/2019 | Printed |                | 3998          | NAPA                           | 247715                   | 820.68    |
| 88500                    | 06/30/2019 | Printed |                | 4481          | O'REILLY                       | 183897                   | 290.51    |
| 88501                    | 06/30/2019 | Printed |                | 694           | REXEL OF AMERICA, LLC          | S124830936.005           | 189.44    |
| 88502                    | 06/30/2019 | Printed |                | 2365          | SPARKLETTS                     | 9437092 JUNE DELIVERIES  | 342.53    |
| 88503                    | 06/30/2019 | Printed |                | 6719          | SPRINGFIELD ASSOCIATES LLC     | REIMBURSEMENT OF DEPOSIT | 4,500.00  |
| 88504                    | 06/30/2019 | Printed |                | 1265          | SUPERIOR READY MIX CONCRETE LP | 56289                    | 481.72    |
| 88505                    | 06/30/2019 | Printed |                | 5727          | THE FIBAR GROUP, LLC           | 204287                   | 3,638.08  |
| 88506                    | 06/30/2019 | Printed |                | 2293          | TOM WATSON, INC                | 15492                    | 8,193.31  |
| 88514                    | 06/30/2019 | Printed |                | 5837          | U.S. BANK                      | DSS 06/19                | 22,597.13 |
| 88515                    | 06/30/2019 | Printed |                | 1100          | USA BLUEBOOK                   | 936085                   | 7,698.72  |
| 88516                    | 06/30/2019 | Printed |                | 1568          | WEBB AND ASSOCIATES            | 192601                   | 3,800.00  |

Total Checks:

Checks Total (excluding void checks):

Total Payments:

Bank Total (excluding void checks):

Total Payments:

Grand Total (excluding void checks):

## Check Register Report

Date: 08/02/2019

Time: 10:35am

CITY OF IMPERIAL

BANK : UNION BANK

Page: 1

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| <b>UNION BANK Checks</b> |            |         |                |               |                                |                   |           |
| 88478                    | 07/15/2019 | Printed |                | 3262          | SIMNSA HEALTH PLAN             |                   | 10,188.64 |
| 88517                    | 07/17/2019 | Printed |                | 6701          | ADRIAN HIRALES                 |                   | 5.78      |
| 88518                    | 07/17/2019 | Printed |                | 023           | AIRWAVE COMMUNICATIONS         |                   | 342.50    |
| 88519                    | 07/17/2019 | Printed |                | 2357          | ALL VALLEY FENCE               |                   | 589.69    |
| 88520                    | 07/17/2019 | Printed |                | 5956          | AMAZON CAPITAL SERVICES        |                   | 483.82    |
| 88521                    | 07/17/2019 | Printed |                | 656           | AQUA METRIC                    |                   | 1,485.94  |
| 88522                    | 07/17/2019 | Printed |                | 6287          | ARCHIVE SOCIAL                 |                   | 2,388.00  |
| 88523                    | 07/17/2019 | Printed |                | 1009          | ARCTIC AIR                     |                   | 850.00    |
| 88524                    | 07/17/2019 | Printed |                | 5536          | ARGENIS QUIROZ                 |                   | 213.50    |
| 88525                    | 07/17/2019 | Printed |                | 1066          | AT&T                           |                   | 1,825.55  |
| 88526                    | 07/17/2019 | Printed |                | 6069          | BAKER DISTRIBUTING COMPANYLLC  |                   | 164.94    |
| 88527                    | 07/17/2019 | Printed |                | 6725          | BENJAMIN CERVANTES             |                   | 11.25     |
| 88528                    | 07/17/2019 | Printed |                | 6370          | BIG STATE INDUSTRIAL SUPPLY    |                   | 1,797.20  |
| 88529                    | 07/17/2019 | Printed |                | 674           | BRENNTAG                       |                   | 4,188.50  |
| 88530                    | 07/17/2019 | Printed |                | 171           | CA POLICE CHIEF'S ASSOCIATION  |                   | 348.00    |
| 88531                    | 07/17/2019 | Printed |                | 455           | CALIFORNIA STATE DISBURSEMENT  |                   | 1,236.92  |
| 88532                    | 07/17/2019 | Printed |                | 6265          | CAPAY, INC.                    |                   | 157.07    |
| 88533                    | 07/17/2019 | Printed |                | 351           | CENTER POINT LARGE PRINT       |                   | 1,042.56  |
| 88534                    | 07/17/2019 | Printed |                | 4093          | CHRIS KEMP                     |                   | 213.50    |
| 88535                    | 07/17/2019 | Printed |                | 6222          | CODE EXXPERTS, LLC             |                   | 562.50    |
| 88536                    | 07/17/2019 | Printed |                | 2676          | CONSTANCIO S. TORRES           |                   | 24.50     |
| 88537                    | 07/17/2019 | Printed |                | 514           | CORE & MAIN LP                 |                   | 443.98    |
| 88538                    | 07/17/2019 | Printed |                | 132           | COSTCO WHOLESALE               |                   | 230.35    |
| 88539                    | 07/17/2019 | Printed |                | 6723          | CRISTINA GALVAN                |                   | 47.05     |
| 88540                    | 07/17/2019 | Printed |                | 1302          | DAVID TURCH & ASSOCIATES       |                   | 5,000.00  |
| 88541                    | 07/17/2019 | Printed |                | 1056          | DELL MARKETING LP.             |                   | 5,849.97  |
| 88542                    | 07/17/2019 | Printed |                | 6712          | DENISE STUDER                  |                   | 42.07     |
| 88543                    | 07/17/2019 | Printed |                | 569           | DESERT VETERINARY GROUP        |                   | 71.00     |
| 88544                    | 07/17/2019 | Printed |                | 4063          | DLT SOLUTIONS                  |                   | 2,346.28  |
| 88545                    | 07/17/2019 | Printed |                | 3386          | DON EUHUS                      |                   | 121.84    |
| 88546                    | 07/17/2019 | Printed |                | 2752          | DUFLOCK & ASSOCIATES           |                   | 17.21     |
| 88547                    | 07/17/2019 | Printed |                | 6642          | EDD                            |                   | 200.00    |
| 88548                    | 07/17/2019 | Printed |                | 2229          | EDGAR SELF                     |                   | 213.50    |
| 88549                    | 07/17/2019 | Printed |                | 6702          | EDUARDO LOPEZ                  |                   | 67.19     |
| 88550                    | 07/17/2019 | Printed |                | 6704          | ENRIQUE RAMIREZ                |                   | 36.04     |
| 88551                    | 07/17/2019 | Printed |                | 6726          | ERIK LIZARRAGA                 |                   | 83.72     |
| 88552                    | 07/17/2019 | Printed |                | 5132          | ESRI                           |                   | 4,000.00  |
| 88553                    | 07/17/2019 | Printed |                | 1307          | EXECUTIVE LANDSCAPE INC        |                   | 28,400.00 |
| 88554                    | 07/17/2019 | Printed |                | 6680          | FERDINAND STEINSEIFER          |                   | 84.56     |
| 88555                    | 07/17/2019 | Printed |                | 019           | FERGUSON ENTERPRISES, INC.     |                   | 702.77    |
| 88556                    | 07/17/2019 | Printed |                | 5134          | FORENSIC DRUG TESTING SERVICES |                   | 49.00     |
| 88557                    | 07/17/2019 | Printed |                | 5509          | FORTRES GRAND CORPORATION      |                   | 235.24    |
| 88558                    | 07/17/2019 | Printed |                | 314           | FRANCHISE TAX BOARD            |                   | 350.00    |
| 88559                    | 07/17/2019 | Printed |                | 4641          | GARRETT THILL                  |                   | 5.01      |
| 88560                    | 07/17/2019 | Printed |                | 6705          | HUMBERTO GONZALEZ              |                   | 158.89    |
| 88561                    | 07/17/2019 | Printed |                | 2226          | I.V. REAL ESTATE               |                   | 9,438.50  |
| 88562                    | 07/17/2019 | Printed |                | 1190          | ICMARC                         |                   | 2,272.69  |
| 88563                    | 07/17/2019 | Printed |                | 1190          | ICMARC                         |                   | 2,372.69  |
| 88564                    | 07/17/2019 | Printed |                | 6720          | IID- ENGINEERING               |                   | 3,000.00  |
| 88565                    | 07/17/2019 | Printed |                | 203           | IMPERIAL COUNTY ADMIN OFFICE   |                   | 2,100.00  |
| 88566                    | 07/17/2019 | Printed |                | 3160          | IMPERIAL COUNTY AUDITOR-CONTRO |                   | 16,813.58 |
| 88567                    | 07/17/2019 | Printed |                | 102           | IMPERIAL POLICE OFFICERS ASSN. |                   | 1,400.00  |
| 88568                    | 07/17/2019 | Printed |                | 122           | IMPERIAL STORES                |                   | 18.04     |

## Check Register Report

Date: 08/02/2019

Time: 10:35am

Page: 2

CITY OF IMPERIAL

BANK: UNION BANK

| Check Number             | Check Date | Status  | Void/Stop Date | Vendor Number | Vendor Name                    | Check Description | Amount    |
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| <b>UNION BANK Checks</b> |            |         |                |               |                                |                   |           |
| 88569                    | 07/17/2019 | Printed |                | 3187          | IMPERIAL TRUSS & LUMBER CO.    |                   | 1,183.87  |
| 88570                    | 07/17/2019 | Printed |                | 2523          | IMPERIAL VALLEY EMPLOYER       |                   | 30.00     |
| 88571                    | 07/17/2019 | Printed |                | 320           | INTERNAL REVENUE SERVICE       |                   | 300.00    |
| 88572                    | 07/17/2019 | Printed |                | 2175          | IVECA                          |                   | 65,122.00 |
| 88573                    | 07/17/2019 | Printed |                | 191           | JACKIE LOPER                   |                   | 213.50    |
| 88574                    | 07/17/2019 | Printed |                | 6721          | JAMES BENTLEY                  |                   | 213.50    |
| 88575                    | 07/17/2019 | Printed |                | 6717          | JEFF CARTER                    |                   | 151.93    |
| 88576                    | 07/17/2019 | Printed |                | 642           | JORDAN CENTRAL IMPLEMENT CO.   |                   | 87.43     |
| 88577                    | 07/17/2019 | Printed |                | 5954          | JUDY GRANO                     |                   | 236.70    |
| 88580                    | 07/17/2019 | Printed |                | 868           | K-C WELDING & RENTALS, INC.    |                   | 5,345.87  |
| 88581                    | 07/17/2019 | Printed |                | 5168          | KENNYA ORNELAS                 |                   | 95.46     |
| 88582                    | 07/17/2019 | Printed |                | 6722          | KIEFER AQUATICS                |                   | 517.53    |
| 88583                    | 07/17/2019 | Printed |                | 6713          | KORI RYERSON                   |                   | 117.97    |
| 88584                    | 07/17/2019 | Printed |                | 1647          | LA BRUCHERIE IRRIGATION SUPPLY |                   | 849.32    |
| 88585                    | 07/17/2019 | Printed |                | 1716          | LANTELLIGENCE INC.             |                   | 2,147.00  |
| 88586                    | 07/17/2019 | Printed |                | 6711          | LETICIA DEL CAMPO              |                   | 156.95    |
| 88587                    | 07/17/2019 | Printed |                | 101           | LINCOLN LIFE                   |                   | 2,617.00  |
| 88588                    | 07/17/2019 | Printed |                | 6714          | LUIS PASILLAS                  |                   | 31.15     |
| 88589                    | 07/17/2019 | Printed |                | 260           | MALLORY SAFETY AND SUPPLY LLC  |                   | 494.37    |
| 88590                    | 07/17/2019 | Printed |                | 668           | MARIA LOZA                     |                   | 73.34     |
| 88591                    | 07/17/2019 | Printed |                | 6724          | MARIO MEZA                     |                   | 136.79    |
| 88592                    | 07/17/2019 | Printed |                | 6715          | MARIO SOTO                     |                   | 58.01     |
| 88593                    | 07/17/2019 | Printed |                | 6718          | MERANDA SALAZAR                |                   | 91.04     |
| 88595                    | 07/17/2019 | Printed |                | 3998          | NAPA                           |                   | 2,241.95  |
| 88596                    | 07/17/2019 | Printed |                | 6716          | NICOLE ACUNA & JOURDAIN        |                   | 180.70    |
| 88597                    | 07/17/2019 | Printed |                | 3080          | NOBEL SYSTEMS                  |                   | 2,863.44  |
| 88598                    | 07/17/2019 | Printed |                | 2510          | NTU TECHNOLOGIES, INC.         |                   | 5,642.82  |
| 88599                    | 07/17/2019 | Printed |                | 079           | ONE SOURCE DISTRIBUTORS        |                   | 291.38    |
| 88600                    | 07/17/2019 | Printed |                | 6708          | PERFECT IMPRINTS               |                   | 662.50    |
| 88601                    | 07/17/2019 | Printed |                | 6598          | PERFORMANT RECOVERY, INC.      |                   | 706.20    |
| 88602                    | 07/17/2019 | Printed |                | 4562          | PET WASTE ELIMINATOR           |                   | 172.40    |
| 88603                    | 07/17/2019 | Printed |                | 084           | PITNEY BOWES PURCHASE POWER    |                   | 46.43     |
| 88604                    | 07/17/2019 | Printed |                | 3899          | PLUMMER UPHOLSTERY SHOP        |                   | 93.25     |
| 88605                    | 07/17/2019 | Printed |                | 1776          | PRECISION ELECTRIC CO. INC.    |                   | 4,588.93  |
| 88606                    | 07/17/2019 | Printed |                | 650           | ROGER'S & ROGER'S TOYOTA       |                   | 1.08      |
| 88607                    | 07/17/2019 | Printed |                | 6233          | RYAN HERCO PRODUCTS CORP       |                   | 958.03    |
| 88608                    | 07/17/2019 | Printed |                | 6703          | SANDY JIMENEZ                  |                   | 8.12      |
| 88609                    | 07/17/2019 | Printed |                | 957           | SC FUELS                       |                   | 1,065.00  |
| 88610                    | 07/17/2019 | Printed |                | 5706          | SHI INTERNATIONAL CORP         |                   | 1,634.49  |
| 88611                    | 07/17/2019 | Printed |                | 306           | SOUTHERN CA                    |                   | 2,086.00  |
| 88612                    | 07/17/2019 | Printed |                | 091           | STAPLES CREDIT PLAN            |                   | 759.90    |
| 88613                    | 07/17/2019 | Printed |                | 104           | TEAMSTERS, LOCAL 542           |                   | 1,720.00  |
| 88614                    | 07/17/2019 | Printed |                | 6679          | TERESA MAGANA                  |                   | 5.38      |
| 88615                    | 07/17/2019 | Printed |                | 944           | UNITED WAY OF IMPERIAL COUNTY  |                   | 13.00     |
| 88616                    | 07/17/2019 | Printed |                | 1100          | USA BLUEBOOK                   |                   | 1,304.11  |
| 88618                    | 07/17/2019 | Printed |                | 615           | VALLEY PEST SERVICES, INC      |                   | 1,297.00  |
| 88619                    | 07/17/2019 | Printed |                | 611           | VERIZON WIRELESS               |                   | 975.74    |
| 88620                    | 07/17/2019 | Printed |                | 1715          | WAXIE SANITARY SUPPLY          |                   | 276.84    |
| 88621                    | 07/17/2019 | Printed |                | 1154          | WELLS FARGO BANK               |                   | 15,000.00 |
| 88622                    | 07/17/2019 | Printed |                | 1827          | WILKINSON REAL ESTATE          |                   | 98.25     |
| 88723                    | 07/30/2019 | Printed |                | 5589          | 3R1 BUILDERS, INC              |                   | 1,135.91  |
| 88724                    | 07/30/2019 | Printed |                | 001           | ATS LABS, INC.                 |                   | 1,060.00  |
| 88725                    | 07/30/2019 | Printed |                | 5201          | AIRMEDCARE NETWORK             |                   | 3,909.00  |
| 88726                    | 07/30/2019 | Printed |                | 4626          | ALBERTO HERNANDEZ              |                   | 158.96    |
| 88727                    | 07/30/2019 | Printed |                | 2357          | ALL VALLEY FENCE               |                   | 16.16     |

## Check Register Report

Date: 08/02/2019

Time: 10:35am

CITY OF IMPERIAL

BANK: UNION BANK

Page: 3

| Check Number             | Check Date | Status  | Void/Stop Date | Vendor Number | Vendor Name                                | Check Description | Amount     |
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| <b>UNION BANK Checks</b> |            |         |                |               |                                            |                   |            |
| 88728                    | 07/30/2019 | Printed |                | 6306          | AMERICAN FIDELITY ASSURANCE                |                   | 5,921.68   |
| 88729                    | 07/30/2019 | Printed |                | 1851          | AT&T LONG DISTANCE                         |                   | 118.96     |
| 88730                    | 07/30/2019 | Printed |                | 6730          | AUSTIN RUBIO                               |                   | 39.34      |
| 88731                    | 07/30/2019 | Printed |                | 4400          | BABCOCK LABORATORIES, INC.                 |                   | 68.00      |
| 88732                    | 07/30/2019 | Printed |                | 109           | BJ ENGINEERING & SURVEYING                 |                   | 458.75     |
| 88733                    | 07/30/2019 | Printed |                | 250           | BLUE SHIELD OF CALIFORNIA                  |                   | 32,175.24  |
| 88734                    | 07/30/2019 | Printed |                | 6286          | BURKE, WILLIAMS & SORENSEN, LL             |                   | 3,845.00   |
| 88735                    | 07/30/2019 | Printed |                | 3669          | CANON                                      |                   | 647.97     |
| 88736                    | 07/30/2019 | Printed |                | 132           | COSTCO WHOLESALE                           |                   | 23.17      |
| 88737                    | 07/30/2019 | Printed |                | 1623          | DENNIS H. MORITAAPC                        |                   | 11,333.75  |
| 88738                    | 07/30/2019 | Printed |                | 6732          | EMILIO COTERO                              |                   | 75.83      |
| 88739                    | 07/30/2019 | Printed |                | 2058          | FASTENAL COMPANY                           |                   | 14.32      |
| 88740                    | 07/30/2019 | Printed |                | 019           | FERGUSON ENTERPRISES, INC.                 |                   | 68.38      |
| 88741                    | 07/30/2019 | Printed |                | 117           | HAAKER EQUIPMENT COMPANY                   |                   | 1,638.63   |
| 88742                    | 07/30/2019 | Printed |                | 2181          | HARRIS COMPUTER SYSTEMS                    |                   | 145.47     |
| 88743                    | 07/30/2019 | Printed |                | 119           | IMPERIAL CHAMBER OF COMMERCE               |                   | 2,500.00   |
| 88744                    | 07/30/2019 | Printed |                | 120           | IMPERIAL COUNTY FIRE DEPT.                 |                   | 104,683.04 |
| 88745                    | 07/30/2019 | Printed |                | 028           | IMPERIAL IRRIGATION DISTRICT               |                   | 12,604.49  |
| 88746                    | 07/30/2019 | Printed |                | 122           | IMPERIAL STORES                            |                   | 6.16       |
| 88747                    | 07/30/2019 | Printed |                | 2099          | IMPERIAL VALLEY OCCUPATIONAL M             |                   | 2,530.00   |
| 88748                    | 07/30/2019 | Printed |                | 1315          | IMPERIAL VALLEY RESOURCE                   |                   | 35,338.90  |
| 88749                    | 07/30/2019 | Printed |                | 1587          | JADE SECURITY SYSTEMS, INC.                |                   | 62.99      |
| 88750                    | 07/30/2019 | Printed |                | 6728          | JEANNETTE NOLASCO                          |                   | 55.00      |
| 88751                    | 07/30/2019 | Printed |                | 1979          | JOHN LANE                                  |                   | 354.60     |
| 88752                    | 07/30/2019 | Printed |                | 868           | K-C WELDING & RENTALS, INC.                |                   | 749.92     |
| 88753                    | 07/30/2019 | Printed |                | 2020          | KOSCIUSKO'S BIG RED                        |                   | 1,100.00   |
| 88754                    | 07/30/2019 | Printed |                | 1647          | LA BRUCHERIE IRRIGATION SUPPLY             |                   | 15.70      |
| 88755                    | 07/30/2019 | Printed |                | 427           | LEAGUE OF CA CITIES                        |                   | 300.00     |
| 88756                    | 07/30/2019 | Printed |                | 6729          | MICHAEL ROSALES                            |                   | 14.30      |
| 88757                    | 07/30/2019 | Printed |                | 6731          | MIGUEL GUTIERREZ                           |                   | 52.38      |
| 88758                    | 07/30/2019 | Printed |                | 4481          | O'REILLY                                   |                   | 64.89      |
| 88759                    | 07/30/2019 | Printed |                | 219           | PADRE USA                                  |                   | 710.44     |
| 88760                    | 07/30/2019 | Printed |                | 6735          | PAULINA SIONO                              |                   | 4.90       |
| 88761                    | 07/30/2019 | Printed |                | 2782          | PRINCIPAL-SBD GRAND ISLAND                 |                   | 4,583.04   |
| 88762                    | 07/30/2019 | Printed |                | 6727          | ROBERT EYER                                |                   | 39.94      |
| 88763                    | 07/30/2019 | Printed |                | 6736          | ROBERT SMITH                               |                   | 80.35      |
| 88764                    | 07/30/2019 | Printed |                | 6734          | ROSARIO JOHNSTON                           |                   | 61.51      |
| 88765                    | 07/30/2019 | Printed |                | 281           | SERRA COOPERATIVE                          |                   | 387.00     |
| 88766                    | 07/30/2019 | Printed |                | 3262          | SIMNSA HEALTH PLAN                         |                   | 13,936.85  |
| 88767                    | 07/30/2019 | Printed |                | 135           | SOCALGAS                                   |                   | 65.74      |
| 88768                    | 07/30/2019 | Printed |                | 091           | STAPLES CREDIT PLAN                        |                   | 437.10     |
| 88769                    | 07/30/2019 | Printed |                | 6193          | STRADLING YOCCA                            |                   | 727.35     |
| 88770                    | 07/30/2019 | Printed |                | 4201          | CARLSON&RAUTH, TWG GENERAL CONTRACTORS INC |                   | 1,459.74   |
| 88771                    | 07/30/2019 | Printed |                | 2008          | UNITED PARCEL SERVICE                      |                   | 14.79      |
| 88772                    | 07/30/2019 | Printed |                | 1827          | WILKINSON REAL ESTATE                      |                   | 158.44     |
| 88773                    | 07/31/2019 | Printed |                | 391           | A & R CONSTRUCTION                         |                   | 1,452.00   |
| 88775                    | 07/31/2019 | Printed |                | 001           | ATS LABS, INC.                             |                   | 2,108.00   |
| 88776                    | 07/31/2019 | Printed |                | 6738          | ABRAHAM MEDEL                              |                   | 4.36       |
| 88777                    | 07/31/2019 | Printed |                | 023           | AIRWAVE COMMUNICATIONS                     |                   | 64.65      |
| 88778                    | 07/31/2019 | Printed |                | 195           | ALLIED WASTE                               |                   | 1,061.63   |
| 88779                    | 07/31/2019 | Printed |                | 195           | ALLIED WASTE                               |                   | 11,442.44  |

## Check Register Report

Date: 08/02/2019

Time: 10:35am

Page: 4

CITY OF IMPERIAL

BANK: UNION BANK

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| <b>UNION BANK Checks</b> |            |         |                |               |                                |                   |              |
| 88780                    | 07/31/2019 | Printed |                | 5956          | AMAZON CAPITAL SERVICES        |                   | 89.13        |
| 88781                    | 07/31/2019 | Printed |                | 3527          | APPLIED INDUSTRIAL             |                   | 483.51       |
| 88782                    | 07/31/2019 | Printed |                | 2081          | ARAMARK UNIFORM SERVICE        |                   | 3,305.81     |
| 88783                    | 07/31/2019 | Printed |                | 674           | BRENNTAG                       |                   | 14,106.78    |
| 88784                    | 07/31/2019 | Printed |                | 455           | CALIFORNIA STATE DISBURSEMENT  |                   | 618.46       |
| 88785                    | 07/31/2019 | Printed |                | 1109          | CONSOLIDATED ELECTRICAL DIST.  |                   | 148.58       |
| 88786                    | 07/31/2019 | Printed |                | 784           | CONTROL PARTS                  |                   | 2,866.35     |
| 88787                    | 07/31/2019 | Printed |                | 514           | CORE & MAIN LP                 |                   | 17,001.85    |
| 88788                    | 07/31/2019 | Printed |                | 1056          | DELL MARKETING L.P.            |                   | 3,138.49     |
| 88789                    | 07/31/2019 | Printed |                | 569           | DESERT VETERINARY GROUP        |                   | 177.70       |
| 88790                    | 07/31/2019 | Printed |                | 6642          | EDD                            |                   | 100.00       |
| 88791                    | 07/31/2019 | Printed |                | 314           | FRANCHISE TAX BOARD            |                   | 175.00       |
| 88792                    | 07/31/2019 | Printed |                | 1190          | ICMARC                         |                   | 2,472.69     |
| 88793                    | 07/31/2019 | Printed |                | 028           | IMPERIAL IRRIGATION DISTRICT   |                   | 974.19       |
| 88794                    | 07/31/2019 | Printed |                | 1336          | IMPERIAL LANDFILL- 4136        |                   | 3,809.73     |
| 88795                    | 07/31/2019 | Printed |                | 102           | IMPERIAL POLICE OFFICERS ASSN. |                   | 700.00       |
| 88796                    | 07/31/2019 | Printed |                | 122           | IMPERIAL STORES                |                   | 333.83       |
| 88797                    | 07/31/2019 | Printed |                | 3187          | IMPERIAL TRUSS & LUMBER CO.    |                   | 139.37       |
| 88798                    | 07/31/2019 | Printed |                | 350           | IMPERIAL VALLEY PAINT CENTER   |                   | 327.70       |
| 88799                    | 07/31/2019 | Printed |                | 5033          | INFO SEND INC.                 |                   | 2,669.26     |
| 88800                    | 07/31/2019 | Printed |                | 320           | INTERNAL REVENUE SERVICE       |                   | 150.00       |
| 88801                    | 07/31/2019 | Printed |                | 1927          | IV TELECOMMUNICATIONS          |                   | 15,750.00    |
| 88802                    | 07/31/2019 | Printed |                | 008           | JIM REITER'S LOCKSMITH & SAFE  |                   | 195.00       |
| 88803                    | 07/31/2019 | Printed |                | 6365          | JOHN DEERE FINANCIAL           |                   | 28.03        |
| 88804                    | 07/31/2019 | Printed |                | 868           | K-C WELDING & RENTALS, INC.    |                   | 589.60       |
| 88805                    | 07/31/2019 | Printed |                | 2901          | KIMBALL MIDWEST                |                   | 632.63       |
| 88806                    | 07/31/2019 | Printed |                | 101           | LINCOLN LIFE                   |                   | 1,283.50     |
| 88807                    | 07/31/2019 | Printed |                | 401           | LOWE'S                         |                   | 724.67       |
| 88808                    | 07/31/2019 | Printed |                | 2028          | MAD GRAPHIX INC.               |                   | 350.19       |
| 88809                    | 07/31/2019 | Printed |                | 260           | MALLORY SAFETY AND SUPPLY LLC  |                   | 168.30       |
| 88810                    | 07/31/2019 | Printed |                | 6733          | MARICELA JACINTO               |                   | 60.00        |
| 88811                    | 07/31/2019 | Printed |                | 3998          | NAPA                           |                   | 9.48         |
| 88812                    | 07/31/2019 | Printed |                | 4481          | O'REILLY                       |                   | 285.64       |
| 88813                    | 07/31/2019 | Printed |                | 079           | ONE SOURCE DISTRIBUTORS        |                   | 4,882.39     |
| 88814                    | 07/31/2019 | Printed |                | 6598          | PERFORMANT RECOVERY, INC.      |                   | 561.70       |
| 88815                    | 07/31/2019 | Printed |                | 5117          | RECDESK LLC                    |                   | 3,700.00     |
| 88816                    | 07/31/2019 | Printed |                | 694           | REXEL OF AMERICA, LLC          |                   | 6,842.82     |
| 88817                    | 07/31/2019 | Printed |                | 2564          | ROGERS & ROGERS CHRYSLER JEEP  |                   | 144.60       |
| 88818                    | 07/31/2019 | Printed |                | 957           | SC FUELS                       |                   | 1,291.88     |
| 88819                    | 07/31/2019 | Printed |                | 1239          | SHERWIN-WILLIAMS               |                   | 6,845.44     |
| 88820                    | 07/31/2019 | Printed |                | 5706          | SHI INTERNATIONAL CORP         |                   | 531.21       |
| 88821                    | 07/31/2019 | Printed |                | 6312          | STREAKWAVE WIRELESS, INC.      |                   | 1,724.45     |
| 88822                    | 07/31/2019 | Printed |                | 1265          | SUPERIOR READY MIX CONCRETE LP |                   | 1,554.91     |
| 88823                    | 07/31/2019 | Printed |                | 6204          | TARCO INDUSTRIES, INC.         |                   | 235.62       |
| 88824                    | 07/31/2019 | Printed |                | 2008          | UNITED PARCEL SERVICE          |                   | 23.39        |
| 88825                    | 07/31/2019 | Printed |                | 944           | UNITED WAY OF IMPERIAL COUNTY  |                   | 6.00         |
| 88826                    | 07/31/2019 | Printed |                | 1100          | USA BLUEBOOK                   |                   | 561.58       |
| 88827                    | 07/31/2019 | Printed |                | 1132          | WELLS FARGO BANK MN, N.A.      |                   | 1,299,359.37 |
| 88828                    | 07/31/2019 | Printed |                | 355           | WYMORE, INC.                   |                   | 195.56       |
| 88829                    | 07/31/2019 | Printed |                | 487           | XPRESS LUBE                    |                   | 266.93       |

Total Checks: 209

Checks Total (excluding void checks):

1,903,935.68

# Check Register Report

Date: 08/02/2019

Time: 10:35am

CITY OF IMPERIAL

BANK: UNIONBANK

Page: 5

| Check Number | Check Date | Status | Void/Stop Date | Vendor Number | Vendor Name | Check Description | Amount |
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**Total Payments: 209**

**Bank Total {excluding void checks}: 1,903,935.68**

**Total Payments: 209**

**Grand Total {excluding void checks}: 1,903,935.68**

**MINUTES**  
**CITY COUNCIL**  
**CITY OF IMPERIAL**  
**MAY 1, 2019**

**A. CITY COUNCIL CONVENED TO CLOSED SESSION AT 6:30 PM**

**A-1. SUBJECT: CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Section 54956.9 (d))**

Case No. 37-2014-00015675-CU-BC-CTL

**A-2. SUBJECT: CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Section 54956.9 (d))**

Case No. ADJ11585013

**B. CITY COUNCIL CONVENED TO OPEN SESSION**

**COUNCIL MEMBERS PRESENT: DALE, EUGENIO, PECHTL, AND TUCKER**

**COUNCIL MEMBERS ABSENT: AMPARANO**

**MAYOR PRO-TEM PECHTL** called Open Session to order at 7:05 PM. The Pledge of Allegiance was led by Police Captain Luna.

**ADJUSTMENTS TO THIS AGENDA:** Item D-2; approval of minutes was pulled from the consent agenda and will be brought back at a later date.

**ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION:**

There was no reportable action taken in Closed Session.

**C. PUBLIC APPEARANCES:**

None.

**D. CONSENT AGENDA:**

- D-1.** Approval of claims/warrants report.
- D-2.** Approval of minutes for the regular City Council meetings of March 6, 2019 and March 20, 2019.
- D-3.** Approval of Community Facilities District (CFD) Disbursement, 2<sup>ND</sup> payment of reimbursement 2019-1 requested by Victoria Ranch (CFD 2004-1).

Motion by DALE, seconded by TUCKER to approve the consent agenda, tabling item D-2 and withholding Warrant 87177 for separate action.

**AYES:** DALE, EUGENIO, TUCKER, AND PECHTL

**NOES:** NONE

**ABSTAIN:** NONE

**ABSENT:** AMPARANO

**MOTION CARRIED 4-0**



Motion by TUCKER, seconded by DALE to approve warrant 87177 payable to Karin Eugenio.

AYES: DALE, TUCKER, AND PECHTL

NOES: NONE

ABSTAIN: EUGENIO

ABSENT: AMPARANO

MOTION CARRIED 3-0-1

### **E. PUBLIC HEARINGS:**

#### **E-1. SUBJECT: PUBLIC HEARING: AMENDMENT TO THE CONDITIONS OF APPROVAL FOR THE MAYFIELD SUBDIVISION UNIT 3C.**

Developer Marty Coyne was present to address any questions and concerns the Council may have. Community Development Director MORA provided a review of the thirteen conditions to be amended or removed from this unit.

The Public Hearing was opened at 7:23 pm. There being no comments from members of the audience, the Public Hearing was closed at 7:24 pm and the following action taken:

1. RESOLUTION No. 2019-14, AMENDING CONDITIONS OF APPROVAL FOR THE DOYLE RANCH/MAYFIELD SUBDIVISION - UNIT 3C.

Motion by DALE, seconded by TUCKER to approve Resolution No. 2019-14.

AYES: DALE, EUGENIO, TUCKER, AND PECHTL

NOES: NONE

ABSTAIN: NONE

ABSENT: AMPARANO

MOTION CARRIED 4-0

### **F. ACTION ITEMS:**

#### **F-1. SUBJECT: REMOVAL OF CFD SPECIAL TAX LIEN FOR ALL PARCELS EAST OF LEGAKES AVENUE – CFD NO. 2004-1 (VICTORIA RANCH) AS REQUESTED BY THE DEVELOPER.**

Scott Koppel with Koppel and Gruber was present. It was reported that the original CFD area and bond issues was only supposed to affect the west half of the project area and not the parcels east of Legakes Avenue.

1. RESOLUTION NO. 2019-15 FOR REMOVAL OF CFD SPECIAL TAX LIEN OF ALL PARCELS EAST OF LEGAKES AVENUE – CFD NO. 2004-1 (VICTORIA RANCH)

Motion by EUGENIO, seconded by TUCKER to approve Resolution No. 2019-15, Resolution of the City Council Acting as the Legislative Body of Community Facilities District No. 2004-1 (Victoria Ranch) of the City of Imperial, Determining that the Special Tax on Certain Parcels of Said Community Facilities District Shall Cease to be Levied and Authorizing and Directing the Recordation of a Notice of Cessation of Special Tax.

AYES: DALE, EUGENIO, TUCKER, AND PECHTL

NOES: NONE

ABSTAIN: NONE

ABSENT: AMPARANO

MOTION CARRIED 4-0

**F-2.     SUBJECT:     REQUEST BY MARTIN AND TERESA PENA FOR WATER AND SEWER CONNECTION FOR PARCEL LOCATED OUTSIDE CITY LIMITS – 614 W. WORTHINGTON ROAD.**

1. APPROVAL OF REQUEST TO CONNECT TO CITY SEWER LINE IN WORTHINGTON ROAD.

Motion by TUCKER, seconded by DALE to approve request for sewer connection.

AYES: DALE, EUGENIO, TUCKER, AND PECHTL

NOES: NONE

ABSTAIN: NONE

ABSENT: AMPARANO

MOTION CARRIED 4-0

- 2. APPROVAL OF REQUEST TO CONNECT TO CITY WATER LINE IN NANCE ROAD.**

Motion TUCKER, second by DALE to approve request for water connection.

AYES: DALE, EUGENIO, TUCKER, AND PECHTL

NOES: NONE

ABSTAIN: NONE

ABSENT: AMPARANO

**MOTION CARRIED 4-0**

**F-3.     SUBJECT:     REQUEST BY TOM MAZEROLL FOR WATER SERVICE  
CONNECTION FOR PARCEL LOCATED OUTSIDE CITY LIMITS –  
2620 NANCE ROAD.**

- 1. APPROVAL OF REQUEST TO CONNECT TO CITY WATER LINE IN NANCE ROAD.**

Motion by TUCKER, seconded by EUGENIO to approve request for water connection.

AYES: DALE, EUGENIO, TUCKER, AND PECHTL

NOES: NONE

ABSTAIN: NONE

ABSENT: AMPARANO

**MOTION CARRIED 4-0**

**F-4. SUBJECT: MATERIALS AND INSTALLATION OF LIGHTING AT SKY RANCH PARK.**

1. AUTHORIZATION TO PURCHASE MATERIAL AND INSTALL LIGHTING AT SKY RANCH PARK.

Motion by DALE, seconded by TUCKER to authorize the purchase and installation of lighting.

AYES: DALE, EUGENIO, TUCKER, AND PECHTL

NOES: NONE

ABSTAIN: NONE

ABSENT: AMPARANO

**MOTION CARRIED 4-0**

**F-5. SUBJECT: MAINTENANCE OF ULTRA VIOLET SYSTEM AT THE WASTEWATER TREATMENT PLANT**

1. APPROVAL OF EXPENDITURE FOR SEMI-ANNUAL MAINTENANCE ON UV SYSTEM AT THE WWTP FROM DC FROST ASSOCIATES, INC. IN THE AMOUNT OF \$202,802.75

Motion by TUCKER, seconded by DALE to approve the expenditure for maintenance of UV system.

AYES: DALE, EUGENIO, TUCKER, AND PECHTL  
NOES: NONE  
ABSTAIN: NONE  
ABSENT: AMPARANO MOTION CARRIED 4-0

**F-6. SUBJECT: PURCHASE OF EQUIPMENT FOR WASTEWATER SYSTEM**

1. APPROVAL OF PURCHASE OF SMART FLOE UNITS IN THE AMOUNT OF \$20,721.26 FROM SMARTCOVER SYSTEMS.

Motion by TUCKER, seconded by EUGENIO to approve the purchase of Smart Floe Units.

AYES: DALE, EUGENIO, TUCKER, AND PECHTL  
NOES: NONE  
ABSTAIN: NONE  
ABSENT: AMPARANO MOTION CARRIED 4-0

**F-7. SUBJECT: WASTEWATER TREATMENT FACILITY.**

1. AUTHORIZE STAFF TO SEEK BIDS FOR NEW WASTEWATER TREATMENT FACILITY.

Motion by DALE, seconded by TUCKER to authorize staff to seek bids.

AYES: DALE, EUGENIO, TUCKER, AND PECHTL  
NOES: NONE  
ABSTAIN: NONE  
ABSENT: AMPARANO MOTION CARRIED 4-0

**F-8. SUBJECT: PURCHASE OF EQUIPMENT – MINI EXCAVATOR**

1. APPROVE PURCHASE OF MINI EXCAVATOR FROM REXIN EQUIPMENT IN THE AMOUNT OF \$38,900.00

Motion by DALE, seconded by TUCKER to approve the purchase of a Mini Excavator.

AYES: DALE, EUGENIO, TUCKER, AND PECHTL  
NOES: NONE  
ABSTAIN: NONE  
ABSENT: AMPARANO MOTION CARRIED 4-0

**F-9. SUBJECT: LABOR COMPLIANCE FOR ATEN BLVD. SIDEWALK PROJECT – PHASE 2.**

COUNCIL MEMBER TUCKER announced a conflict of interest and left the room.

1. AWARD CONTRACT TO LEGION CONSULTING FOR LABOR COMPLIANCE SERVICES RELATED TO THE ATEN BOULEVARD SIDEWALK PROJECT PHASE 2 IN THE AMOUNT OF \$2,740.

Motion by DALE, seconded by EUGENIO to award the contract to Legion Consulting.

AYES: DALE, EUGENIO, AND PECHTL

NOES: NONE

ABSTAIN: NONE

ABSENT: AMPARANO AND TUCKER MOTION CARRIED 3-0

COUNCIL MEMBER TUCKER returned to the meeting.

**G. REPORTS:**

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

EUGENIO reported on attending the JPIA Board meeting in La Palma.

PECHTL commented on the lower speed limit for traveling along Hwy 86 through our city limits.

**G-2. SUBJECT: DEPARTMENT HEAD AND STAFF REPORTS.**

FINANCE MANAGER GUTIERREZ informed the Council that bonds were funded in the amount of \$16 million with \$14 million in new bonds and the remaining \$2 million to refund the previous project bonds . Funds to be used for the wastewater treatment plant expansion/upgrade.

IT DIRECTOR ESTRADA reported that he will be sending out information to all employees and council members for training on Cyber Security, Ransomware and other topics.

PIO CHALUPNIK informed Council that the State Department of Finance released the population estimates earlier in the day with the city's population now at 19,969.

**G-3. SUBJECT: CITY MANAGER REPORT.**

Informed Council that Sexual Harassment Prevention training will take place on June 10 and June 11. This is a mandatory training for all employees and elected officials. Mr. Chatwin also reported on the budget process and plans for a special workshop to be held on May 15, 2019.

**CITY COUNCIL MEETING ADJOURNED AT 7:48 PM UNTIL THE NEXT REGULARLY SCHEDULED MEETING, WEDNESDAY, MAY 15, 2019 AT 7:00 P.M.**

# MINUTES

## CITY COUNCIL CITY OF IMPERIAL IMPERIAL, CA 92251-1637 MAY 15, 2019

### **A. CITY COUNCIL CONVENED TO CLOSED SESSION AT 5:55 PM**

*COUNCIL MEMBERS PRESENT: DALE (IN AT 6:05), EUGENIO, TUCKER, AND AMPARANO*

*COUNCIL MEMBERS ABSENT: PECHTL*

**A-1. SUBJECT: CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Section 54956.9 (d))**

Significant exposure to litigation – (3 potential cases)

**A-2. SUBJECT: CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Section 54956.8)**

Property: Northwest Corner of 15<sup>th</sup> Street and SR-86  
Agency Negotiator: City Manager  
Negotiating Parties: Halferty Development Company LLC  
Under Negotiation: Pricing and Terms

*CITY COUNCIL ADJOURNED CLOSED SESSION AT 6:18 PM.*

### **B. CITY COUNCIL CONVENED IN A WORK SESSION AT 6:00 PM**

**B-1. SUBJECT: PRESENTATION/DISCUSSION: PROPOSED MUNICIPAL BUDGET FOR FISCAL YEAR 2019-2020.**

1. PRESENTATION TO THE CITY COUNCIL OF THE PROPOSED FISCAL YEAR 2019-2020 MUNICIPAL BUDGET.

CITY MANAGER CHATWIN presented the proposed budget to the Council. A power point was provided to highlight various portions of the budget such as projected year end funds, revenue sources, and expenditures by each department.

***ADJOURNED WORK SESSION AT 7:10 PM.***

### **C. MAYOR AMPARANO CALLED OPEN SESSION TO ORDER AT 7:18 PM.**

*COUNCIL MEMBERS PRESENT; DALE, EUGENIO, TUCKER, AND AMPARANO*

*COUNCIL MEMBERS ABSENT: PECHTL*

*OTHERS PRESENT: CITY ATTORNEY MORITA, CITY MANAGER CHATWIN, PUBLIC*

SERVICES DIRECTOR LOPER, FIRE CHIEF ESTRADA, POLICE CHIEF BARRA, COMMUNITY SERVICES DIRECTOR HALLER, IT DIRECTOR ESTRADA, FINANCE MANAGER GUTIERREZ, COMMUNITY DEVELOPMENT DIRECTOR MORA, CITY CLERK JACKSON AND PIO CHALUPNIK

The Pledge of Allegiance was led by Police Captain Luna.

**ADJUSTMENTS TO THIS AGENDA:**

Staff requested that Items G-1 and H-I be pulled from the agenda. Public Hearings will be re-noticed.

**ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION:**

It was announced that no reportable action came out of Closed Session.

**D. PUBLIC APPEARANCES:**

**D-1 NON AGENDA ITEMS:**

GREG JOHNSTON, Imperial resident addressed Council with traffic concerns in the vicinity of Brushwood & Joshua Tree Streets. He requested speed bumps be installed in the area.

SUSAN PARADIS, Imperial Chamber of Commerce thanked the city for sponsorship of Chamber of Commerce events and stated they are looking forward to continuing to work together.

An unidentified Imperial resident addressed Council regarding the issue of feral cats. He would like to see an ordinance in place prohibiting the feeding of feral cats similar to the one the City of Calexico has in place

**D-2 AGENDA ITEMS**

MARTY COYNE commented on the proposed DIF and Capacity fees. He would like for a workshop to be held with developers and other interested parties prior to Council taking any action on these items.

**E. PROCLAMATION**

**E-1. PRESENTATION – PROCLAMATION - MAY AS “CENSUS 2020 KICK-OFF MONTH” IN THE CITY OF IMPERIAL.**

*STACY COX (CITY TREASURER AND CENSUS REPRESENTATIVE FOR CITY)*

*ARTURO HERNANDEZ (FEDERAL CENSUS REPRESENTATIVE)*

*CONNIE HERNANDEZ (STATE INITIATIVE REPRESENTATIVE)*

Ms. Cox and Mr. Hernandez spoke about the 2020 Census and the importance of a complete count being conducted.

**F. CONSENT AGENDA:**

**F-1.** Approval of claims/warrants report.

**F-2.** Approval of relinquishment of a portion of a 15-ft wide drainage easement located along the

north side of APN 064-330-017. (516 Aten Blvd.)

Motion by TUCKER, seconded by DALE to approve the consent agenda withholding warrant 87209 for separate action.

AYES: DALE, EUGENIO, TUCKER, AND AMPARANO  
NOES: NONE  
ABSTAIN: NONE  
ABSENT: PECHTL MOTION CARRIED 4-0

Motion by TUCKER, seconded by DALE to approve warrant 87209 payable to Robert Amparano.

AYES: DALE, EUGENIO, AND TUCKER  
NOES: NONE  
ABSTAIN: AMPARANO  
ABSENT: PECHTL MOTION CARRIED 3-0

## **G. PUBLIC HEARINGS:**

### **G-1. SUBJECT: PUBLIC HEARING/DISCUSSION/ACTION: DEVELOPMENT IMPACT FEES.**

1. RESOLUTION NO. 2019-16, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL, CALIFORNIA, UPDATING THE DEVELOPMENT IMPACT FEE SCHEDULE AND ADOPTING THE JUNE 2018 DEVELOPMENT IMPACT FEE (NEXUS) REPORT.

Motion by TUCKER, seconded by EUGENIO to table and re-notice the hearing.

AYES: DALE, EUGENIO, TUCKER, AND AMPARANO  
NOES: NONE  
ABSTAIN: NONE  
ABSENT: PECHTL MOTION CARRIED 4-0

## **H. ACTION ITEMS:**

### **H-1. SUBJECT: WATER AND SEWER CAPACITY FEES.**

1. REVIEW/ACCEPT REPORT AS PREPARED BY BARTLE WELLS ASSOCIATES AND PROVIDE STAFF WITH DIRECTION FOR IMPLEMENTATION OF NEW CAPACITY FEES.

Motion by TUCKER, seconded by DALE to table item and notice for public hearing.

AYES: DALE, EUGENIO, TUCKER, AND AMPARANO  
NOES: NONE  
ABSTAIN: NONE  
ABSENT: PECHTL MOTION CARRIED 4-0

### **H-2. SUBJECT: PORTION OF McCALL DRAIN No. 5 AT THE CROSS ELEMENTARY SCHOOL SITE.**

1. APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH THE IMPERIAL UNIFIED SCHOOL DISTRICT.

Motion by TUCKER, seconded by DALE to approve the MOU with Imperial Unified School District to accept ownership of the abandoned School drain from IID.

AYES: DALE, EUGENIO, TUCKER, AND AMPARANO

NOES: NONE

ABSTAIN: NONE

ABSENT: PECHTL

MOTION CARRIED 4-0

**2. APPROVAL OF ABANDONMENT AGREEMENT BETWEEN IMPERIAL IRRIGATION DISTRICT AND CITY OF IMPERIAL.**

Motion by TUCKER, seconded by EUGENIO to approve the abandonment agreement.

AYES: DALE, EUGENIO, TUCKER, AND AMPARANO

NOES: NONE

ABSTAIN: NONE

ABSENT: PECHTL

MOTION CARRIED 4-0

**H-3. SUBJECT: ENGINEERING DESIGN SERVICES FOR THE 2020 OVERLAY IMPROVEMENTS PROJECT AT THE INTERSECTION OF ATEN BOULEVARD AND CLARK ROAD.**

**1. AWARD CONTRACT FOR ENGINEERING DESIGN SERVICES TO LC ENGINEERING CONSULTANTS IN THE AMOUNT OF \$33,900.00**

Motion by TUCKER, seconded by DALE to award contract to LC Engineering Consultants.

AYES: DALE, EUGENIO, TUCKER, AND AMPARANO

NOES: NONE

ABSTAIN: NONE

ABSENT: PECHTL

MOTION CARRIED 4-0

**H-4. SUBJECT: WATER TREATMENT PLANT – GAC SYSTEM.**

**1. APPROVE PURCHASE OF FILTER MEDIA FOR THE CARBON COLUMNS FROM CALGON CARBON CORPORATION IN THE AMOUNT OF \$122,156.00.**

Motion by TUCKER, seconded by DALE to approve purchase of filter media as requested.

AYES: DALE, EUGENIO, TUCKER, AND AMPARANO

NOES: NONE

ABSTAIN: NONE

ABSENT: PECHTL

MOTION CARRIED 4-0

**H-5. SUBJECT: MAINTENANCE OF EQUIPMENT-VACTOR TRUCK**

**1. APPROVE QUOTE FROM HAAKER EQUIPMENT COMPANY IN THE AMOUNT OF \$18,085.38 FOR REPAIRS TO THE VACTOR TRUCK**

Motion by TUCKER, seconded by DALE to approve quote received from Haaker Equipment Co.

AYES: DALE, EUGENIO, TUCKER, AND AMPARANO

NOES: NONE

ABSTAIN: NONE

ABSENT: PECHTL

MOTION CARRIED 4-0



**H-6. SUBJECT: WATER TREATMENT PLANT – UPDATE TO SCADA SYSTEM.**

1. APPROVE QUOTE FROM SKM IN THE AMOUNT OF \$38,500.00 TO UPDATE SCADA SYSTEM.

Motion by TUCKER, seconded by EUGENIO to accept quote from SKM in the amount of \$30,500.

AYES: DALE, EUGENIO, TUCKER, AND AMPARANO

NOES: NONE

ABSTAIN: NONE

ABSENT: PECHTL MOTION CARRIED 4-0

**H-7. SUBJECT: PURCHASE OF EQUIPMENT – PUBLIC SERVICES**

1. APPROVAL TO REALLOCATE FUNDS FROM WATER MAINTENANCE AND WASTEWATER MAINTENANCE FOR THE PURCHASE OF EQUIPMENT.

Motion by TUCKER, seconded by EUGENIO to approve the reallocation of funds as requested.

AYES: DALE, EUGENIO, TUCKER, AND AMPARANO

NOES: NONE

ABSTAIN: NONE

ABSENT: PECHTL MOTION CARRIED 4-0

2. APPROVAL TO PURCHASE 6" DIESEL PUMP FROM XYLEM IN THE AMOUNT OF \$64,530.00

Motion by TUCKER, seconded by DALE to approve purchase of pump from Xylem.

AYES: DALE, EUGENIO, TUCKER, AND AMPARANO

NOES: NONE

ABSTAIN: NONE

ABSENT: PECHTL MOTION CARRIED 4-0

**H-8. SUBJECT: EMERGENCY REPAIRS TO SEWER MANHOLES/SINKHOLES AT 15<sup>TH</sup> AND "M" STREETS.**

1. ADOPTION OF RESOLUTION NO. 2019-17, DECLARING AN EMERGENCY AND AUTHORIZING CITY MANAGER TO TAKE SUCH ACTION NECESSARY IN RESPONSE THERETO.

Motion by DALE, seconded by TUCKER to adopt Resolution No. 2019-17. (50,000)

AYES: DALE, EUGENIO, TUCKER, AND AMPARANO

NOES: NONE

ABSTAIN: NONE

ABSENT: PECHTL MOTION CARRIED 4-0

**H-9. SUBJECT: CITY HALL REPAIRS**

CITY MANAGER CHATWIN AND PUBLIC SERVICES DIRECTOR LOOPER provided Council a report regarding the sewer lines/plumbing issues at city hall. The lines running underneath the building have collapsed along with other issues. They briefly discussed the costs to build a new city hall and police station. Also presented the option of seeking a bond for such building.

**1. PROVIDE DIRECTION IN REGARDS TO DEMOLITION AND/OR CONSTRUCTION OF NEW CITY HALL AND POLICE STATION.**

Discussion only. No action taken

**I. REPORTS:**

**I-1. SUBJECT: MAYOR AND COUNCIL MEMBER REPORTS.**

AMPARANO reported on attending the SCAG Conference May 2<sup>nd</sup> and 3<sup>rd</sup>.

**I-2. SUBJECT: DEPARTMENT HEAD AND STAFF REPORTS.**

None.

**I-3. SUBJECT: CITY MANAGER REPORT.**

None.

**CITY COUNCIL MEETING ADJOURNED AT 8:28 P.M. UNTIL THE NEXT REGULARLY SCHEDULED MEETING, WEDNESDAY, JUNE 5, 2019 AT 7:00 P.M.**

**MINUTES**  
**For a**  
**SPECIAL WORKSESSION OF THE CITY COUNCIL**  
**CITY OF IMPERIAL**

**MAY 29, 2019**

**CITY COUNCIL CONVENES TO A WORKSESSION**

**COUNCIL MEMBERS PRESENT:**      **DALE, EUGENIO, PECHTL, TUCKER  
AND AMPARANO**

**OTHERS PRESENT:**      **CITY ATTORNEY MORITA, CITY MANAGER  
CHATWIN, PUBLIC SERVICES DIRECTOR  
LOPER, FIRE CHIEF ESTRADA (IN AT 7:00),  
POLICE CHIEF BARRA, COMMUNITY SERVICES  
DIRECTOR HALLER, IT DIRECTOR ESTRADA,  
FINANCE MANAGER GUTIERREZ, COMMUNITY  
DEVELOPMENT DIRECTOR MORA, CITY CLERK  
JACKSON, AND PIO CHALUPNIK**

**MAYOR AMPARANO** called the worksession to order at 6:04 pm

**PLEDGE OF ALLEGIANCE** was led by Public Services Director Jackie Loper.

**A. PUBLIC APPEARANCES:**

A-1.    Matters not appearing on the agenda.

None.

A-2.    Matters appearing on the agenda.

Susan Paradis Imperial Chamber of Commerce requested to speak during the workshop portion if questions arose from their end.

**B. WORKSESSION:**

**B-1.    SUBJECT:    MUNICIPAL BUDGET FOR FISCAL YEAR 2019-2020.**

- 1. DISCUSSION REGARDING THE MUNICIPAL BUDGET FOR FISCAL YEAR 2019-2020.**

City Manager Chatwin presented the proposed budget to the City Council. Using a powerpoint, key areas were addressed starting with the projected numbers for FY end of 18/19. A review of each department was presented. He stated the Class & Comp study recommendations will be added to the 2019-2020 budget. In addition, discussion was

held regarding special events such as the Farmers Markets and ways to reduce costs of putting on these events.

The final budget will be presented June 19, 2019 for adoption.

**CITY COUNCIL WORKSESSION ADJOURNED AT 9:30 P.M. THE NEXT REGULAR MEETING IS, JUNE 5, 2019.**

DATE SUBMITTED

07/31/2019

SUBMITTED BY

City Clerk

DATE ACTION REQUIRED

08/07/2019**Agenda Item No**

CITY COUNCIL ACTION (X)

PUBLIC HEARING REQUIRED ( )

RESOLUTION ( )

ORDINANCE 1<sup>ST</sup> READING ( )ORDINANCE 2<sup>ND</sup> READING ( )

CITY CLERK'S INITIALS ( )

**IMPERIAL CITY COUNCIL  
AGENDA ITEM**

**SUBJECT: DISCUSSION/ACTION: ACCEPTANCE OF QUITCLAIM DEED  
FROM IMPERIAL IRRIGATION DISTRICT FOR MC CALL DRAIN  
NO 5.**

DEPARTMENT INVOLVED: City Council

**BACKGROUND/SUMMARY:**

At the City Council meeting of May 15, 2019, Council took action to approve a Memorandum of Understanding with the Imperial Unified School District and an Abandonment Agreement with Imperial Irrigation District for a portion of McCall Drain No. 5 at the Cross Elementary School Site.

As it was not clear as to the acceptance of the deed from IID based on approval of the MOU and Abandonment Agreement, staff is seeking formal acceptance of the Quitclaim Deed in order to prepare the Certificate of Acceptance for recordation.

FISCAL IMPACT None

STAFF RECOMMENDATION City Council accepts the Quitclaim Deed for the McCall Drain No. 5 from Imperial Irrigation District.

MANAGER'S RECOMMENDATION:

MANAGER'S INITIAL OMO

**MOTION:**

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ( )

DISAPPROVED ( )

REJECTED ( )

DEFERRED ( )

REFERRED TO:

Recording Requested By:  
Imperial Irrigation District

And When Recorded Mail To:

Imperial Irrigation District  
Attn: Real Estate Section  
P.O. Box 937  
Imperial, CA 92251

IID-907A

Space Above This Line For Recorder's Use

APN: 044-200-096

Documentary Transfer Tax \$ R&T §11922; Gov Code §6103

\_\_\_\_ Computed on Full Value of Property conveyed, or  
\_\_\_\_ Computed on Full Value less liens and encumbrances  
Remaining thereon at time of sale

Signature of Declarant or Agent Determining Tax - Firm Name

## Quitclaim Deed

IMPERIAL IRRIGATION DISTRICT, pursuant to and by authority of a resolution of its Board of Directors under date of July 9, 2019, and entered upon the minutes of said Board, to which reference is hereby made, for a valuable consideration, receipt of which is hereby acknowledged, does hereby remise, release and forever quitclaim to the CITY OF IMPERIAL, a municipal corporation, and or future owners of record those certain right-of-way easements for the McCall Drain No. 5, as granted to the Imperial Irrigation District by the following deeds:

1. The west 600 feet of that certain right-of-way deed granted to the Imperial Irrigation District by deed recorded August 14, 1936 in Book 360, Page 129 of Official Records on file in the Office of the Imperial County Recorder;
2. The west 300 feet of the certain right-of-way deed granted to the Imperial Irrigation District by deed recorded October 28, 1943 in Book 612, Page 22 of Official Records on file in the Office of the Imperial County Recorder;
3. That certain right-of-way deed granted to the Imperial Irrigation District by deed recorded September 24, 2010 as document number 2010-024137 of Official Records on file in the Office of the Imperial County Recorder.

Said right-of-way deeds affecting Parcel 1 and Parcel A as shown on map recorded in Book 13, Page 55 of Parcel maps on file in the Office of the Imperial County Recorder, also being a portion of Tract 98, Township 15 South, Range 14 East, San Bernardino Meridian within the City of Imperial, County of Imperial, State of California.

COUNTY OF IMPERIAL, STATE OF CALIFORNIA.

WITNESS our hands this 9th day of July, 2019.

IMPERIAL IRRIGATION DISTRICT

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

*[Signature]*  
*Rafael Najera*

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****Civil Code §1189**

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

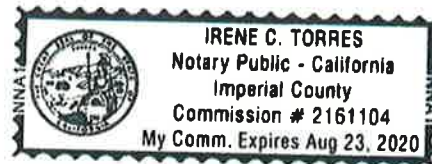
State of California     )  
                                      ) ss.  
County of Imperial     )

On July 18, 2019 before me, Irene C. Torres, Notary Public, personally appeared Erik Jose Ortega, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person, or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Irene C. Torres  
Signature



(seal)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****Civil Code §1189**

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

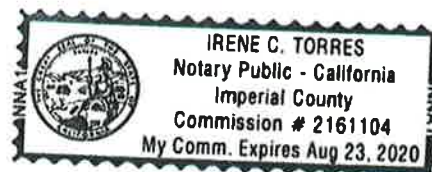
State of California     )  
                                      ) ss.  
County of Imperial     )

On July 18, 2019 before me, Irene C. Torres, Notary Public, personally appeared Raquel Najera, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person, or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Irene C. Torres  
Signature



(seal)



Agenda Item No. H.2

DATE SUBMITTED 5/8/2019  
 SUBMITTED BY COMMUNITY DEVELOPMENT DIRECTOR  
 DATE ACTION REQUIRED 5/15/2019

COUNCIL ACTION (x)  
 PUBLIC HEARING REQUIRED ( )  
 RESOLUTION ( )

ORDINANCE 1<sup>ST</sup> READING ( )  
 ORDINANCE 2<sup>ND</sup> READING ( )  
 CITY CLERK'S INITIALS [Signature]

### IMPERIAL CITY COUNCIL AGENDA ITEM

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|
| SUBJECT: DISCUSSION/ACTION:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                 |
| 1. APPROVAL OF MOU WITH THE IMPERIAL SCHOOL DISTRICT AND RELINQUISHMENT OF A SEGMENT OF McCall Drain No 5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                 |
| DEPARTMENT INVOLVED: COMMUNITY DEVELOPMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                 |
| BACKGROUND/SUMMARY:<br><p>The Imperial School District and the City of Imperial have worked very closely in order to underground a portion of the McCall Drain No 5 at the Cross Elementary site. District will pay all costs associated with design, construction, operation and maintenance of the undergrounded School Drain in accordance with all applicable requirements including, but not limited to, IID and City. Such work shall begin upon execution of this agreement and shall be diligently pursued to completion. It is understood that construction cannot begin until IID abandons and City accepts the School Drain. Surface use of the area over the undergrounded School Drain shall be in accordance with City and IID requirements as well as requirements of the Department of State Architect.</p> <p>The open drainage facility known as McCall Drain Number 5 ("Drain") traverses the northern boundary of the School from its western to eastern boundaries for approximately 600 feet before continuing eastward and is depicted on "Exhibit A"</p> |                                                 |
| FISCAL IMPACT:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | ADMIN SERVICES SIGN INITIALS <u>[Signature]</u> |
| STAFF RECOMMENDATION: Staff Recommends City Council give direction to accept the MOU with the Imperial school district and relinquishment of McCall Drain No 5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | DEPT. INITIALS <u>OM</u>                        |
| MANAGER'S RECOMMENDATION:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | CITY MANAGER'S INITIALS <u>[Signature]</u>      |
| MOTION:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                 |
| SECONDED:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | APPROVED ( ) REJECTED ( )                       |
| AYES:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | DISAPPROVED ( ) DEFERRED ( )                    |
| NAYES:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                 |
| ABSENT:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | REFERRED TO:                                    |

## Memorandum of Understanding

This MEMORANDUM OF UNDERSTANDING ("MOU") is entered on the date set forth below by and between the City of Imperial, a municipal corporation of the State of California ("City") and the Imperial Unified School District ("District").

### RECITALS

- A. The District is constructing an elementary school at a location referred to as Cross Elementary School ("School"); and
- B. The School site is depicted on the attached Exhibit A; and
- C. An open drainage facility known as McCall Drain Number 5 ("Drain") traverses the northern boundary of the School from its western to eastern boundaries for approximately 600 feet before continuing eastward and is depicted on Exhibit A; and
- D. The Drain is owned and operated by Imperial Irrigation District ("IID"); and
- E. The City operates a manhole whose common location is referred to as the northerly limits of Cross Street and the Bratton Subdivision ("Manhole"); and
- F. The Manhole currently receives storm water from residential developments known as El Paseo Subdivision and Bratton Subdivision; and
- G. The Manhole is connected to the Drain; and
- H. District wishes to underground that portion of the Drain which is located on the School and thereafter operate and maintain that undergrounded portion of the Drain ("School Drain"); and
- I. Imperial Irrigation District ("IID") will allow the School Drain to be undergrounded but only if City accepts an abandonment of the School Drain by IID; and
- J. City does not object to the undergrounding of the School Drain and will accept the abandoned School Drain from IID so long as it may continue to utilize the School Drain to convey storm water from El Paseo Subdivision, Bratton Subdivision and such other areas as originally designed and intended; and
- K. Further, District agrees to pay all costs associated with undergrounding and pays all costs associated with operation and maintenance of the undergrounded School Drain; and
- L. Further, District releases City from any claims it might have arising from the undergrounding, operation and maintenance of the School Drain and agrees to indemnify, defend and hold City harmless from any third party claims arising from undergrounding, operation and maintenance of the School Drain; and
- M. IID will continue to own, operate and maintain that portion of McCall Drain Number 5 other than the portion on the School site.

NOW THEREFORE, in consideration of the mutual obligations set forth herein, the parties agree as follows:

1. District Responsibilities:

- a. District will pay all costs associated with design, construction, operation and maintenance of the undergrounded School Drain in accordance with all applicable requirements including, but not limited to, IID and City. Such work shall begin upon execution of this agreement and shall be diligently pursued to completion. It is understood that construction cannot begin until IID abandons and City accepts the School Drain. Surface use of the area over the undergrounded School Drain shall be in accordance with City and IID requirements as well as requirements of the Department of State Architect.

b. District releases City from any claims it might have arising from the undergrounding, operation and maintenance of the School Drain and agrees to indemnify, defend and hold City harmless from any third party claims arising from undergrounding, operation and maintenance of the School Drain.

2. City/IID Responsibilities/Access:

Upon execution of this agreement, City will cooperate with IID and District to accept ownership of the abandoned School drain from IID. City may continue to utilize the School Drain to convey storm water from El Paseo Subdivision, Bratton Subdivision and such other areas as originally designed and intended. City and IID shall have access to the undergrounded School Drain upon giving not less than 24 hours' notice to District except in the case of emergency in which case notice will be given as soon as reasonably practicable.

3. Notices:

Any written communication related to this MOU will be provided to the Parties at the following addresses:

City:

City of Imperial  
420 South Imperial Avenue  
Imperial, California 92251  
Attn: City Manager

Imperial Unified School District:

Administration Office  
219 North "E" Street  
Imperial, California 92251  
Attn: Superintendent

General Provisions:

There is no agency relationship between the parties. The employees of each party shall continue to be entirely and exclusively under the direction, supervision, and control of the employing party.

Except as specifically set forth herein, any internal, in-house or administrative costs or expenses incurred by any party related to that party's obligations under this MOU shall be the sole responsibility of the party incurring said costs and expenses.

This instrument and any attachments hereto constitute the entire agreement between the parties concerning the subject matter hereof.

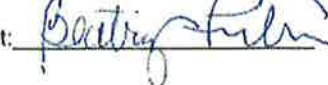
City of Imperial

By: 

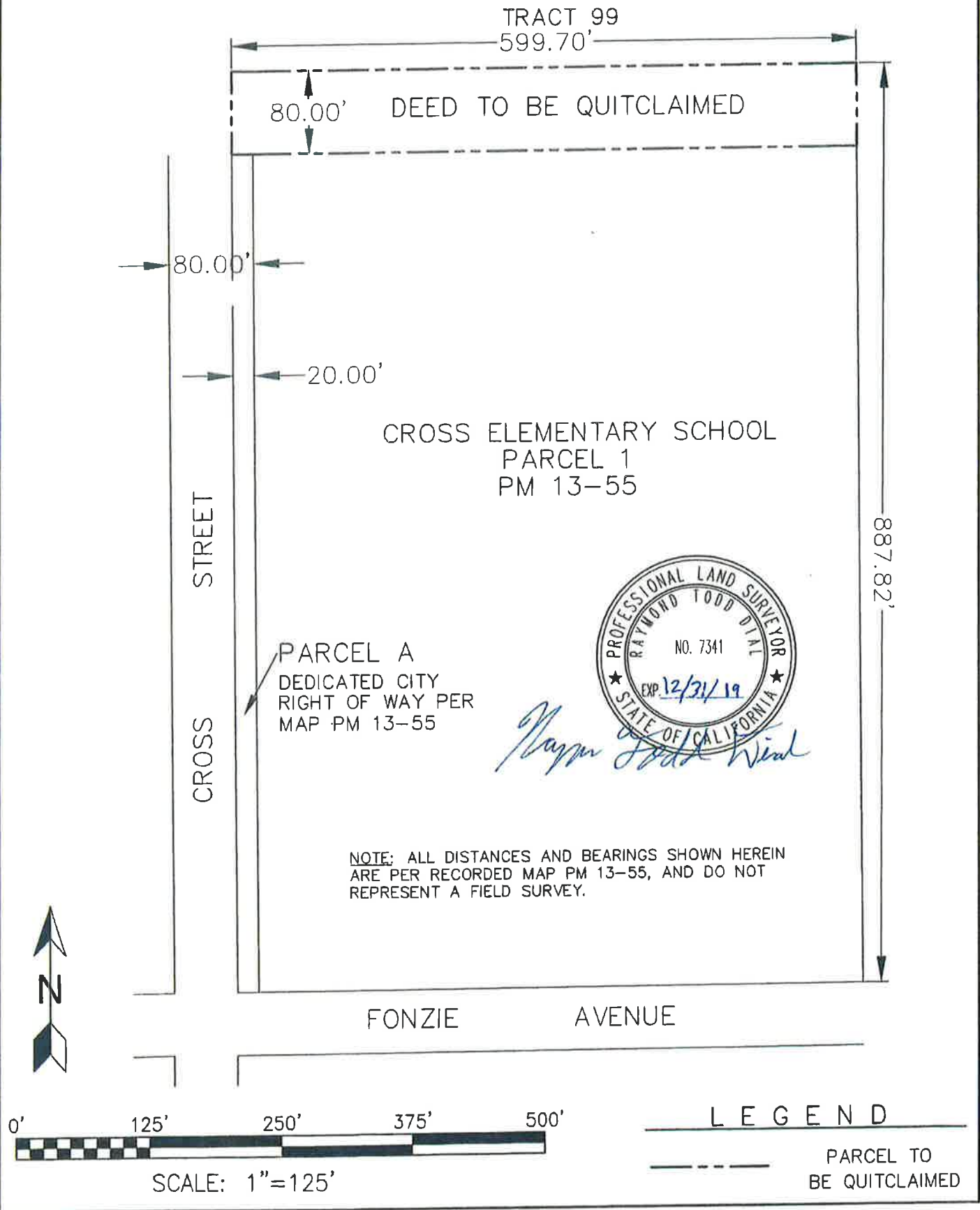
Attest: 

Imperial Unified School District

By:  4/30/19

Attest:  4/30/19

# EXHIBIT 'B'



**ABANDONMENT AGREEMENT**  
**BETWEEN**  
**IMPERIAL IRRIGATION DISTRICT**  
**AND**  
**CITY OF IMPERIAL**

The Parties to this Abandonment Agreement ("Agreement"), are Imperial Irrigation District, an irrigation district established under the Irrigation District Law (California Water Code sec.'s 20500 et. seq.)("IID"), and the City of Imperial (City), which is the intended successor and assign of the facilities described in this Agreement. This Agreement shall be deemed effective as of the date on which this Agreement is fully executed by the Parties (such date, the "Effective Date").

- 1.0 Abandonment of Drain Facilities: As of the Effective Date, IID does hereby remise, release and forever relinquish all rights, title and interest in the below-described facilities:

That portion of McCall Drain No. 5 as now constructed, including the existing 12-inch diameter pipe discharging from Cross Road, the existing earthen channel extending east from the storm drain 12-inch diameter outlet pipe, for a total length of 600 feet, all of which are located in the North (80) feet of the West (600) feet of the North Half of Tract 98, T.15.S, R.14.E. (As reflected in Preliminary Exhibit, attached hereto and hereby incorporated by this reference).

- 2.0 City Acceptance: City, accepts the aforementioned facilities and, as of the Effective Date, assumes ownership of the abandoned portion of McCall Drain No. 5 described in paragraph 1.0 of this Agreement.
- 3.0 Successors and Assigns: This Agreement shall bind and inure to the benefit of the Parties and their respective successors, successors-in-title and permitted assigns. This Agreement shall not confer any rights or remedies upon any person other than the Parties hereto and their respective successors, successors-in-title and permitted assigns.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and effective as of the execution date.

IMPERIAL IRRIGATION DISTRICT

Date 6/26/19

By Michael A. Pacheco

Name: Michael A. Pacheco

Title: Water Manager

CITY OF IMPERIAL

Date 5/18/19

By Stefan T. Chatwin

Name: Stefan T. Chatwin

Title: City Manager

D-21



July 15, 2019

TO: City of Imperial

ATTENTION: Debra Jackson

|                   |   |                      |
|-------------------|---|----------------------|
| RE: Claim         | : | Jimenez vs. Imperial |
| Claimant          | : | Jeffrey Jimenez      |
| Member            | : | City of Imperial     |
| Date Rec'd by Mbr | : | 4/8/19               |
| Date of Event     | : | 2/1/19               |
| CW File Number    | : | 1993719 WRV          |

Please allow this correspondence to acknowledge receipt of the captioned claim. Please take the following action:

- **CLAIM REJECTION:** Send a standard rejection letter to the claimant.

Please include a Proof of Mailing with your rejection notice to the claimant. An exemplar copy of a Proof of Mailing is attached. Please provide us with a copy of the Notice of Rejection and copy of the Proof of Mailing. If you have any questions feel free to contact the assigned adjuster or the undersigned claims specialist.

Very Truly Yours,

CARL WARREN & CO.

*Timothy M. Varon*

Timothy M. Varon  
Claims Supervisor

Agenda Item No. E-1

DATE SUBMITTED

7/31/2019

SUBMITTED BY

COMMUNITY  
DEVELOPMENT  
DIRECTOR

DATE ACTION REQUIRED

8/7/2019

COUNCIL ACTION (X)

PUBLIC HEARING REQUIRED (X)

RESOLUTION (X)

ORDINANCE 1<sup>ST</sup> READING ( )

ORDINANCE 2<sup>ND</sup> READING ( )

CITY CLERK'S INITIALS (X)

## IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION:

1. APPROVE AND ADOPT THE HOUSING ELEMENT UPDATE AND SUBMIT TO DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD)

DEPARTMENT  
INVOLVED:

COMMUNITY DEVELOPMENT

### BACKGROUND/SUMMARY:

Since 1969, California has required that all local governments (cities and counties) adequately plan to meet the housing needs of everyone in the community. California's local governments meet this requirement by adopting housing plans as part of their "general plan". The law mandates that housing be included as an element of each jurisdiction's general plan. Housing Element reflects an eight year planning period. The City of Imperial is required perform "updates" to its Housing Element every four (4) years. The last comprehensive plan was adopted during October 2014 and reflects and eight year planning period (2014-2021).

- Planning Commission recommended the draft Housing Element to City Council on 11/28/2018.
- City Council approved the draft Housing Element to be submitted to the Department of Housing and Community Development of the State of California on 12/19/2018.
- Community Development Department Staff submitted the Housing Element Draft update for the 1<sup>st</sup> review on January 11, 2019.
- Community Development Department Staff submitted the Housing Element Draft update for the 2<sup>nd</sup> review on April 15, 2019.
- The City of Imperial, received a "Compliance Letter" from the State of California's Housing and Community Development Department on June 13<sup>th</sup>, 2019 informing the City that the draft housing element is compliant with State of California Housing Laws and can now be formally adopted by the City of Imperial.

FISCAL IMPACT:

ADMIN  
SERVICES  
SIGN INITIALS

STAFF RECOMMENDATION: Staff recommends that the Council adopt the Housing Element Update.

DEPT. INITIALS

MANAGER'S RECOMMENDATION:

CITY  
MANAGER'S  
INITIALS

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ( )

DISAPPROVED ( )

REJECTED ( )

DEFERRED ( )

REFERRED TO:



**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
DIVISION OF HOUSING POLICY DEVELOPMENT**

2020 W. El Camino Avenue, Suite 500  
Sacramento, CA 95833  
(916) 263-2911 / FAX (916) 263-7453  
[www.hcd.ca.gov](http://www.hcd.ca.gov)



June 13, 2019

Othon Mora, Director  
Community Development Department  
City of Imperial  
400 South Imperial Avenue, Suite "A"  
Imperial, California 92251

Dear Othon Mora:

**RE: City of Imperial's 5<sup>th</sup> Cycle (2013-2021) Draft Four-Year Housing Element Update**

Thank you for submitting Imperial's revised draft housing element update received for review on April 15, 2019, along with revisions received on June 4 and June 7, 2019. Pursuant to Government Code section 65585, subdivision (b), the Department of Housing and Community Development (HCD) is reporting the results of its review. Our review was facilitated by a telephone conversation on May 22, 2019 with Lisa Tylenda, Planner.

The revised draft element meets the statutory requirements described in HCD's March 12, 2019 review. The revised element will comply with State housing element law (Article 10.6 of the Government Code) when it is adopted and submitted to HCD, in accordance with Gov. Code section 65585, subd. (g).

Public participation in the development, adoption and implementation of the housing element is essential to effective housing planning. Throughout the housing element process, the city must continue to engage the community, including organizations that represent lower-income and special needs households, by making information regularly available while considering and incorporating comments where appropriate.

For your information, some general plan element updates are triggered by housing element adoption. For example, a jurisdiction must address environmental justice in its general plan by the adoption of an environmental justice element, or by the integration of environmental justice goals, policies, and objectives into other general plan elements upon the adoption or next revision of two or more elements concurrently on or after January 1, 2018. (Gov. Code, § 65302, subd. (h).) In addition, the safety and conservation elements of the general plan must include analysis and policies regarding fire and flood hazard management and be revised upon each housing element revision. (Gov. Code, § 65302, subd. (g).) Also, the land-use element must identify and analyze

Othon Mora, Director

Page 2

disadvantaged communities (unincorporated island or fringe communities within spheres of influence areas or isolated long-established legacy communities) on, or before, the housing element's adoption due date. (Gov. Code, § 65302.10, subd. (b).) HCD urges the city of Imperial to consider timing provisions and welcomes the opportunity to provide assistance. For information, please see the Technical Advisories issued by the Governor's Office of Planning and Research at:

[http://opr.ca.gov/docs/SB244\\_Technical\\_Advisory.pdf](http://opr.ca.gov/docs/SB244_Technical_Advisory.pdf) and

[http://opr.ca.gov/docs/Final\\_6.26.15.pdf](http://opr.ca.gov/docs/Final_6.26.15.pdf).

Several federal, state, and regional funding programs consider housing element compliance as an eligibility or ranking criteria. For example, CalTrans Senate Bill (SB) 1 Sustainable Communities grants; the Strategic Growth Council and HCD's Affordable Housing and Sustainable Communities programs; and the upcoming SB 2 Planning grant as well as ongoing SB 2 funding consider housing element compliance and/or annual reporting requirements pursuant to Gov. Code section 65400. By having a compliant housing element, Imperial will meet housing element requirements for these funding sources.

HCD appreciates the hard work and dedication Lisa Tylanda, Planner, provided in preparation of the housing element and looks forward to receiving Imperial's adopted housing element. If you have any questions or need additional technical assistance, please contact Tom Brinkhuis, of our staff, at (916) 263-6651.

Sincerely,



Zachary Olmstead  
Deputy Director

## RESOLUTION NO. 45

### A RESOLUTION OF THE IMPERIAL CITY COUNCIL ADOPTING THE 2014-2021 HOUSING ELEMENT UPDATE OF 2019

**WHEREAS**, State law requires cities and counties to prepare and adopt a General Plan to guide the future development of a city or county which must contain certain elements, including a Housing Element which must be periodically updated and sets forth goals, policies, and programs to encourage the development of housing for all income groups and persons with special needs; and

**WHEREAS**, the California Department of Housing and Community Development further issued a policy memo on October 17, 2017, regarding a mandatory update to the Housing Element; and

**WHEREAS**, The City of Imperial has initiated a comprehensive update of the Imperial Housing Element and extended opportunities for citizens to participate in the development of the document; and

**WHEREAS**, copies of the draft 2014-2021 Housing Element were forwarded to local and regional community groups, organizations, and developers as well as to the Department of Housing and Community Development for review and comment; and

**WHEREAS**, a duly noticed public hearing was held by the Planning Commission on November 28, 2018 to further provide citizens an opportunity to comment on the Draft Housing, Conservation, Safety, and Open Space and Recreation elements for the purpose of informing all interested parties of the proposed changes and revisions; and

**WHEREAS**, a minimum forty-five (45) day public review period was held between November 28, 2018 and April 15, 2019 to provide citizens an opportunity to review and comment on the draft 2014-2021 Housing element; and

**WHEREAS**, the City further conducted an environmental study on the proposed Housing Element update per the requirements of the California Environmental Quality Act and said study concluded that the proposal would have no significant environmental effect on the environment; and

**WHEREAS**, upon hearing and considering all testimony and arguments, analyzing the information submitted by staff, and considering any written comment received, the Imperial City Council considered all facts relating to the 2019 Draft update of the 2014-2021 Housing Element; and

**NOW THEREFORE LET IT BE RESOLVED**, that the Imperial City Council determines 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 **CERTIFIES** the Negative Declaration and **ADOPTS** the

proposed Housing element updates, hereby incorporated as Attachment A, 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.
2. The proposed element updates are consistent with the objectives of the Imperial General Plan.

**APPROVED AND ADOPTED** at the regular meeting of the City Council of the City of Imperial, California held on this 7<sup>th</sup> day of August 2019.

---

Robert Amparano, Mayor

ATTEST:

---

Debra Jackson, City Clerk

# *HOUSING ELEMENT CITY OF IMPERIAL*

2014-2021





## Housing Element

### City Council

|                 |                |
|-----------------|----------------|
| Robert Amparano | Mayor          |
| Darrel Pechtl   | Mayor Pro Tem  |
| Geoff Dale      | Councilmember  |
| Karin Eugenio   | Councilmember  |
| James Tucker    | Council Member |

### Planning Commission

|                   |              |
|-------------------|--------------|
| Charles Lucas     | Chairperson  |
| Geoffrey Holbrook | Vice Chair   |
| Andie Guillen     | Commissioner |
| Kris Haugh        | Commissioner |
| Robert McDade     | Commissioner |

### City Administration

|                   |                                |
|-------------------|--------------------------------|
| Stefan T. Chatwin | City Manager                   |
| Dennis Morita     | City Attorney                  |
| Debra Jackson     | City Clerk                     |
| Othon Mora        | Community Development Director |
| Lisa Tylenda      | Planner                        |

**July 2019**

Housing Element Updated by:

**CITY OF IMPERIAL  
COMMUNITY DEVELOPMENT DEPARTMENT**

**Project Research/Contributors**

Othon Mora, Community Development Director

Lisa Tylenda, Planner

Development Review Committee

**City of Imperial  
420 S. Imperial Avenue  
Imperial, California 92251**

## Table of Contents

|                                                               |    |
|---------------------------------------------------------------|----|
| Preface.....                                                  | 1  |
| City of Imperial Mission Statement .....                      | 1  |
| Introduction .....                                            | 4  |
| Legislative Requirements.....                                 | 4  |
| Relationship with other General Plan Elements.....            | 5  |
| Public Participation .....                                    | 6  |
| 2014 Draft Housing Element Review .....                       | 7  |
| 2018 Draft Housing Element Update Review .....                | 7  |
| 2014 Draft Adoption Hearings.....                             | 8  |
| 2018 Draft Adoption Hearings.....                             | 8  |
| 2018 Draft Review Dates .....                                 | 8  |
| Community Profile.....                                        | 8  |
| Demographic Profile .....                                     | 9  |
| Population Trends .....                                       | 9  |
| Population Projections .....                                  | 10 |
| Age Trends .....                                              | 11 |
| Race and Ethnicity .....                                      | 14 |
| Household Characteristics.....                                | 14 |
| Vacancy Rates.....                                            | 18 |
| Housing Affordability & Household Overpayment .....           | 24 |
| Housing Stock .....                                           | 24 |
| Special Needs Households .....                                | 28 |
| Female-Headed Households.....                                 | 29 |
| Homelessness .....                                            | 30 |
| Disability Living .....                                       | 30 |
| Seniors.....                                                  | 31 |
| Site Inventory and Analysis .....                             | 33 |
| Environmental Constraints.....                                | 39 |
| Water and Sewer Capacities for Residential Developments ..... | 41 |



|                                                                    |    |
|--------------------------------------------------------------------|----|
| Water System .....                                                 | 42 |
| Wastewater System .....                                            | 42 |
| Dry Utilities.....                                                 | 43 |
| Constraints on Housing Production.....                             | 44 |
| Land Costs.....                                                    | 45 |
| Construction Cost.....                                             | 45 |
| Regional Housing Needs.....                                        | 48 |
| Regional Housing Needs Assessment.....                             | 48 |
| Current RHNA Progress: .....                                       | 50 |
| Market Financing .....                                             | 50 |
| Governmental Constraints.....                                      | 51 |
| Non-Governmental Constraints.....                                  | 51 |
| Land Use Control and Residential Development Standards .....       | 52 |
| Special Housing Needs Constraints .....                            | 57 |
| Housing for Persons with Disabilities/ Group Care Facilities ..... | 58 |
| Public Infrastructure Improvements and Service Constraints .....   | 58 |
| Development Impact Fees and Exactions .....                        | 59 |
| Planning Fees and Environmental Constraints.....                   | 60 |
| Building Permit Procedures and Code Enforcement.....               | 63 |
| CONSTRAINT FEES AND EXACTIONS.....                                 | 64 |
| 2014-2021 Housing Plan.....                                        | 66 |
| Potential Housing Issues .....                                     | 66 |
| Housing Goals.....                                                 | 67 |
| Housing Goals Policies and Actions.....                            | 68 |
| ACCOMPLISHMENTS UNDER PREVIOUSLY ADOPTED HOUSING ELEMENT:.....     | 69 |
| 2014-2018 Housing Program Summary & Objectives.....                | 69 |
| (4-Year Period).....                                               | 69 |
| PLANNING GOALS FOR 2019-2021 .....                                 | 77 |
| GOAL 1: Job/Housing Balance Goals .....                            | 77 |
| GOAL 2: Provide a Range of Adequate Housing .....                  | 77 |

|                                                             |    |
|-------------------------------------------------------------|----|
| GOAL 3: Promote Housing of Special Needs .....              | 81 |
| GOAL 4: Accommodate for Low-Moderate Incomes .....          | 84 |
| GOAL 5: Pursue Public and Private Resources .....           | 85 |
| GOAL 6: Preserve/Conserve & Enhancement Existing Units..... | 88 |
| GOAL 7: Sustainable Energy Efficient Development .....      | 89 |
| Glossary of Terms .....                                     | 91 |

## Preface

*"The availability of housing is of vital statewide importance, and the early attainment of decent housing and a suitable living environment for every Californian, including farmworkers, is a priority of highest order."*

-California Government Code Section 65580

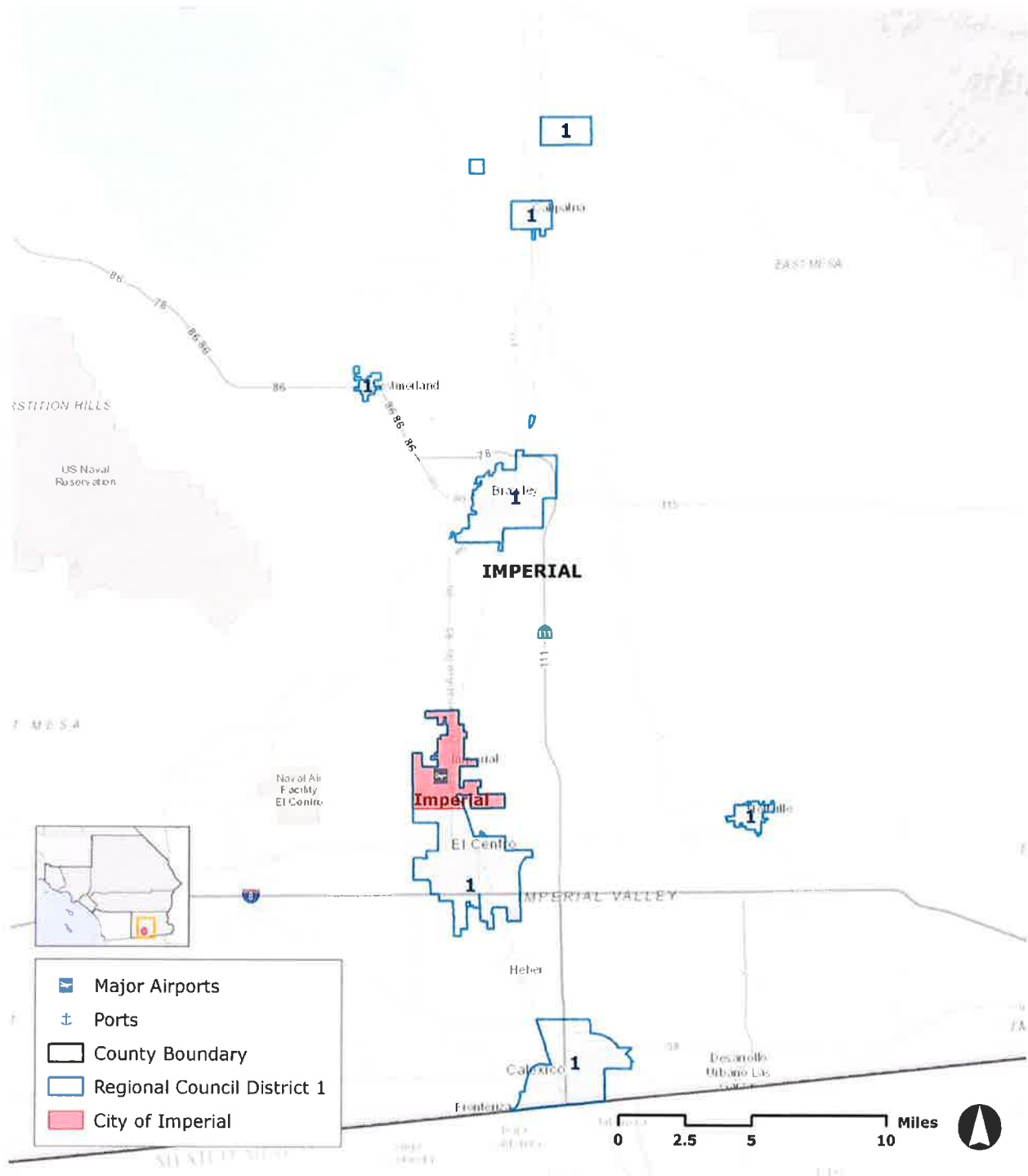
## City of Imperial Mission Statement

*To promote and provide for the safety, health and welfare of our citizens and business community, it is the Mission of the City of Imperial through Its elected officials, appointed officials, employees and volunteers to:*

- *Provide customer service in a professional, cost-effective and innovative manner, consistent with the values of integrity, teamwork, stewardship, competence, politeness and respect.*
- *Provide land use planning direction that preserves City heritage and quality of life while promoting community improvement and economic development.*
- *Commit appropriate revenues to fund innovative, high quality, cost-efficient City programs and services while maintaining adequate reserves for unforeseen event or opportunities.*
- *Regularly evaluate City programs and services and revise them when appropriate.*
- *Seek the involvement of citizens in City government and planning, and foster civic leadership.*



## SCAG REGIONAL COUNCIL DISTRICT 1



Source: 2016 SCAG city boundary data, provided by the county Local Agency Formation Commissions.  
 Service Layer Credits: Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

## **Introduction**

This Housing Element of the General Plan is a comprehensive statement by the City of Imperial of its current and future housing needs and proposed actions to facilitate the provision of housing and to meet the housing needs for all economic segments of the community. The policies contained in this Element are not only an expression of the statewide housing priority to allow for the "attainment of decent housing and a suitable living environment for every Californian", but are also a reflection of the unique concerns of the leadership and residents of the City of Imperial. This Housing Element establishes specific goals, policies, and objectives relative to the provision of housing, and adopts an action plan toward this end. In addition, the Element identifies and analyzes housing resources and constraints specific to our community that may impact how we meet the identified housing needs.

## **Legislative Requirements**

The Housing Element is one of eight elements required to be included in the City's General Plan. State law identifies the subjects that must be addressed in a Housing Element. The guidelines are identified in Article 10.6 of the State of California Government Code (Sections 65580 et seq.). State law specifies that the Housing Element must assess housing needs and evaluate the current housing market in the City and then identify programs that will meet housing needs. The housing market evaluation includes a review of housing stock characteristics as well as housing cost, household incomes, special need households, availability of land and infrastructure and various other factors.

Also included in this evaluation is the community's "Regional Housing Needs Allocation" (RHNA) which provides an estimate of the number of housing units that should be provided in the community to meet its share of new households in the region. In addition to this information, the Housing Element document must evaluate and review its past housing programs and consider this review in planning future housing strategies.

The City's previous Housing Element was adopted in 2014. The 2014-2021 Housing Element is subject to review by the California Department of Housing and Community Development (HCD) for compliance with applicable State laws. A critical component of HCD's review of the Housing Element is the local jurisdiction's ability in accommodating its RHNA through land use planning efforts.

Compliance with this requirement is measured by the jurisdiction's ability in providing adequate land with adequate density and appropriate development standards to accommodate the RHNA. The Southern California Association of Governments (SCAG), as the regional planning agency, is responsible for allocating the RHNA to individual jurisdictions within the region.

For the 2014-2021 Housing Element update for the City of Imperial, SCAG has assigned a RHNA of 1,309 units, in the following income distribution:

- Very Low Income: 349
- Low Income: 205
- Moderate Income: 202
- Above Moderate Income: 553

### Projected Future Regional Housing Needs Allocation 2021

| Income Category | Imperial          |                            |
|-----------------|-------------------|----------------------------|
|                 | No. of Households | % of Total RHNA Allocation |
| Extremely Low   | 524               | 28.5%                      |
| Very Low        | 349               | 19.5%                      |
| Low             | 205               | 11.0%                      |
| Moderate        | 202               | 11.0%                      |
| Above Moderate  | 553               | 30.0%                      |
| <b>TOTAL</b>    | <b>1,833</b>      | <b>100%</b>                |

### Relationship with other General Plan Elements

The Housing Element is only one of eight mandatory General Plan Elements required by state law. The Housing Element builds upon the other General Plan Elements and must be entirely consistent with the policies and proposals set forth by these comprehensive elements. The City of Imperial General Plan is comprised of the following ten (10) elements: Land Use, Circulation, Housing, Public Facilities (optional element), Open Space, Conservation, Parks and Recreation (optional element), Noise, Airport (optional element) and Safety.

As required by State law, internal consistency is required among the various elements of the General Plan, including the Housing Element. This 2014-2021 Housing Element is consistent with the General Plan and so is the 2018 Housing Element update.

State law also requires that the Conservation Element (AB 162, enacted 2009) and Safety Element (SB 1241, enacted 2012) include an analysis and policies regarding flood hazard and management information upon revisions to the Housing Element. Although these revisions are not related to Housing Element law, the City will ensure compliance with this requirement by reviewing its Conservation and Safety Elements.

The City of Imperial reviewed and evaluated other General Plan goals, policies, and programs that could affect implementation of the Housing Element or that could be affected by the implementation of the Housing Element and found no inconsistencies. The 1992 (adopted in 1993) General Plan review demonstrated consistency with all other policies and programs. The

City will maintain this consistency in the future by ensuring general plan amendments are evaluated for consistency with this Housing Element and all other General Plan Elements.

Several of the sites identified in this Housing Element for residential development currently have general plan designation and zoning in place that would facilitate residential development in the area, and the Housing Element does not propose any changes to land use and zoning in the area. In other cases, up- zoning and amendments to the zoning code would take place to accommodate all of the unmet housing needs identified. Therefore, the adoption of the 2014-2021 Housing Element is not re-designating land or amending zoning that would directly result in the construction of any housing units or accelerate the rate of development on existing sites that could presently accommodate such development.

## **Public Participation**

Housing issues affect the entire community, it is critical that the entire community be encouraged to participate in the Housing Element process. The public participation requirement of the Housing Element Law provides for opportunities to engage citizens in a dialogue with one another and with local leaders. It enables constituents to identify problems and create solutions.

The inclusion of community stakeholders in the Housing Element public participation process ensures that housing strategies are effectively developed, evaluated, and implemented.

### **Public Participation in the development and review process of this housing element update included the following:**

- City of Imperial Staff presented the Housing Element status to City Council on:
  - September 6, 2017During this Public City Council Meeting, Staff sought direction from City Council on which “Public Outreach” methods council preferred for the update.
- City of Imperial staff conducted public outreach at the “Neighborhood Watch Committee Meetings” during the following dates and times:
  - Wednesday, October 11, 2017 (7PM-8PM)
  - Wednesday, November 8, 2017 (7PM-8PM)Staff conducted presentations to the citizens present at the “Neighborhood Watch” meeting regarding the Housing Element and General Plan. During both presentations, citizens at the meeting were encouraged to participate in the housing element/general plan update survey Staff also solicited public opinion and recommendations regarding local housing needs from citizens present.



- The Housing Element/General Plan Survey was circulated and promoted online via the City of Imperials “Facebook” page through the survey provider “SurveyMonkey” from March 2018 through November 2018.
- City of Imperial staff conducted public outreach during “Market Day” events (see attached flyer and surveys) on the following dates and times:
  - Saturday, November 8<sup>th</sup>, 2017 (5PM-9PM)
  - Saturday, December 2<sup>nd</sup>, 2017 (5PM-9PM)
  - Saturday, April 28, 2018 (5PM-9PM)
- City of Imperial staff held a Public Housing Element Workshop during a Planning Commission meeting on:
  - Wednesday, October 24<sup>th</sup>, 2018
- A Public Hearing for the Draft was also held on the following dates:
  - Wednesday, November 28<sup>th</sup>, 2018-Planning Commission
  - Wednesday, December 19<sup>th</sup>, 2018-City Council

Policy 3.3 and Action item 3.3.1 have been formulated in efforts to create a “Community Outreach” Master Plan which will reflect all the data collected during those efforts and create a monitoring program to ensure we are accomplishing the goals and visions of the citizens of Imperial.

### **2014 Draft Housing Element Review**

The City conducted a public meeting before the Planning Commission on May 14, 2013 and City Council on June 4, 2013 to review to the draft Housing Element. To solicit input from supportive service and housing providers, the City sent special notices of the public meeting to housing developers and professionals, as well as agencies that serve or represent the interest of lower and moderate income households and persons with special housing needs. The City also advertised the availability of the Housing Element for public review in English and Spanish in the Imperial Valley Press and in Spanish in the Adelante Valle, a Spanish language newspaper.

### **2018 Draft Housing Element Update Review**

The City conducted a public meeting before the Planning Commission on October 24, 2018, November 28, 2019 and before City Council on December 19, 2018 to review the draft Housing Element Update. To solicit input from supportive services and housing providers, the City sent special notices of the public meeting to housing developments and professionals, as well as agencies that serve or represent the interest of lower and moderate income households and persons with special housing needs. The City also advertised the availability of the Housing

Element update for public review in English and Spanish in the Imperial Valley Press and Desert Review.

## **2014 Draft Adoption Hearings**

For the adoption of the 2014-2021 Housing Element, the City conducted public hearings before the Planning Commission (August 13, 2013) and City Council (September 3, 2013). Notices for these hearings were published in the Imperial Valley Press and posted on City website.

## **2018 Draft Adoption Hearings**

Prior to adoption of the Housing Element, the City will conduct public hearings before the Planning Commission and City Council. The City Council has the ultimate authority over the adoption of the Housing Element. Notices for these hearings will be published in the Imperial Valley Press and posted on City website.

## **2018 Draft Review Dates**

- Planning Commission Public Hearing was held on November 28, 2018.
- City Council Public Hearing was held on December 19, 2018.
- Copy sent to Department of Housing and Community Development for review and comment on January 11, 2019.

## **Community Profile**

The purpose of this section is to summarize and analyze the existing housing conditions in the City of Imperial. This section contains an analysis of population trends, employment trends, household trends and special needs groups within the City. The following information is presented as part of this Housing Needs Assessment:

- **Population and Demographics** (including a discussion on population growth, population projections, age of population, and race and ethnicity of population)
- **Household Characteristics** (including a discussion on household type and composition, household tenure characteristics, household size and incidence of overcrowding, household income and employment trends, housing affordability by tenure, and special needs groups).

- **Housing Stock Characteristics** (including a discussion on existing housing stock, the age and condition of housing stock, housing tenure and availability, the housing market, and an assessment of subsidized housing at risk of conversion to market rate).
- **Regional Housing Needs Assessment (RHNA)** as assigned by the Southern California Association of Governments.

## Demographic Profile

The existing and future housing needs of a community are largely determined by examining forecasted growth of the number of households within a community. This growth potential is primarily established through population projections for the community. The projected population growth is then considered alongside other community demographics, such as age and ethnicity in order to determine the adequacy of available housing and the ideal level of vacancy needed to promote housing choice and affordability amongst the different types of households in the community.

## Population Trends

Historical growth trends one of the Factors used to project the population growth in a community include. Based on population data available from the US Census Bureau and the State Department of Finance, the City of Imperial has experienced an aggressive population growth over the last couple of decades when taking into account growth trends since 1990. From 1990 to 2010, the City had the highest growth in Imperial County, growing at an average annual growth rate of 12.94 % percent compared to Imperial County as a whole which experienced an average growth rate of 2.99 % percent for the same time period.

**Table 1-**Population Trends- Imperial and Neighboring Cities (1990-2010) and 2010-2016 Estimates:

| City            | 1990    | 2000    | 2010    | Change (1990-2010) |            |
|-----------------|---------|---------|---------|--------------------|------------|
|                 |         |         |         | # of Persons       | % of Total |
| Imperial        | 4,113   | 7,560   | 14,758  | 10,645             | 258.8%     |
| Brawley         | 18,923  | 22,052  | 24,953  | 6,030              | 31.9%      |
| El Centro       | 31,384  | 37,835  | 42,598  | 11,214             | 35.7%      |
| Calexico        | 18,633  | 27,109  | 38,572  | 19,939             | 107.0%     |
| Holtville       | 4,820   | 5,612   | 5,939   | 1,119              | 23.2%      |
| Westmorland     | 1,380   | 2,131   | 2,225   | 845                | 61.2%      |
| Imperial County | 109,303 | 142,361 | 174,528 | 65,225             | 59.7%      |

Source: U.S. Bureau of the Census 2000 and 2010 data.

**Table 2-(2010-2016 Estimates)- Populations Trends:**

| City            | 2010    | 2016    | Change (2010-2016) |            |
|-----------------|---------|---------|--------------------|------------|
|                 |         |         | # of Persons       | % of Total |
| Imperial        | 14,785  | 22,496  | 7,711              | 52.2%      |
| Brawley         | 24,953  | 25,776  | 823                | 3.3%       |
| El Centro       | 42,598  | 49,425  | 6,827              | 16.0%      |
| Calexico        | 38,572  | 40,070  | 1,498              | 3.9%       |
| Holtville       | 5,939   | 6,230   | 291                | 4.9%       |
| Westmorland     | 2,225   | 2,014   | -211               | -9.5%      |
| Imperial County | 174,528 | 178,807 | 4,279              | 2.5%       |

Source: U.S. Bureau of the Census, American Community Survey (ACS) 2016.

In terms of population growth, the City of Imperial has seen the greatest level of growth of any community in Imperial County over the last ten years. In fact, since 2010, the City has grown by 17.53%. This has outpaced the County (as a whole) by more than three times. The growth seen in the City of Imperial since 2010 is expected to continue into the foreseeable future with the five-year growth rate expected to be twice that of the County as a whole at 7.36%. Growth rates are typically a factor of past growth, overall birth-rate cycles and entitled, yet to be built homes.

## Population Projections

| Category                           | City   | 0-5 miles | 0-10 miles |
|------------------------------------|--------|-----------|------------|
| <b>Population</b>                  |        |           |            |
| 2018 Estimated Population          | 19,801 | 49,549    | 107,247    |
| 2023 Estimated Population          | 21,333 | 51,513    | 111,546    |
| 2018-23 Increase Population (Est.) | 1,532  | 1,964     | 4,299      |

The City of Imperial has a current population estimated at 17,345. Of the comparative communities (Calipatria and Westmorland are excluded from the analysis), Imperial is among the smallest, with only Holtville being smaller. El Centro and Calexico are currently the largest cities in Imperial County by population. The County as a whole has a population of approximately 185,000 residents.

Available sources for population projection include the Southern California Association of Governments (SCAG) and the State Department of Finance. As part of the development of the 2012-2035 Regional Transportation Plan, SCAG developed growth projection for every county and jurisdiction within the SCAG Region. Projections were developed based expected natural Increase (births minus deaths) and net migration based on the availability of jobs in the Region. According the population projects prepared by SCAG, the City of Imperial is anticipated to experience modest growth over the next two decades. SCAG projects City of Imperial population of 22,900 residents by 2035, resulting in an average annual growth rate of 2.3% per year from 2010 to 2035, slightly below the county rate of 2.6 % for the same time period. These figures are in line with Department of Finance projections for Imperial County of 2.3% growth rate for the same period.

The City's growth projections take into account two elements: the population growth from natural growth and net migration into City Limits and the development of the annexation areas that took place during the prior planning period for the purpose of residential development. The maximum residential development for the annexation areas are shown on Table below.

**Table 3- City of Imperial Annexation Areas**

| <b>Project Name</b> | <b>Maximum Dwelling Units</b> | <b>Projected Development by 2021</b> | <b>Projected Population by 2021</b> | <b>Actual Project Development 2018</b> |
|---------------------|-------------------------------|--------------------------------------|-------------------------------------|----------------------------------------|
| Encanto Estates     | 691                           | 138                                  | 462                                 | 0                                      |
| Mayfield Ranch      | 331                           | 66                                   | 221                                 | 60                                     |
| Morning Star        | 598                           | 120                                  | 339                                 | 0                                      |
| <b>Total</b>        | <b>1,620</b>                  | <b>324</b>                           | <b>1,022</b>                        |                                        |

\*Population Calculation based on 3.34 pphh and a maximum of 20% development of planned units.

Table 4 below, depicts the City of Imperial's Adjusted Population Projection, the City could have a population of 21,245 by the end of the Planning Period in June 2021, which is close to the projected 22,900 by 2035.

**Table 4- City of Imperial Adjusted Population Projection**

| <b>Period</b> | <b>Population</b> | <b>2.23% SCAG Annual Projected Growth</b> | <b>Growth Based on Development of Annexation Areas</b> | <b>Adjusted Year End Population</b> | <b>Actual Year End Population</b> |
|---------------|-------------------|-------------------------------------------|--------------------------------------------------------|-------------------------------------|-----------------------------------|
| May:          |                   |                                           |                                                        |                                     |                                   |
| 2014          | 17,066            | --                                        |                                                        | 17,400                              | 16,790                            |
| 2015          | 17,400            | 400                                       | 77                                                     | 17,955                              | 17,051                            |
| 2016          | 17,955            | 413                                       | 155                                                    | 18,523                              | 17,203                            |
| 2017          | 18,523            | 426                                       | 155                                                    | 19,103                              | 17,550                            |
| 2018          | 19,103            | 439                                       | 155                                                    | 19,697                              | --                                |
| 2019          | 19,697            | 453                                       | 155                                                    | 20,305                              | --                                |
| 2020          | 20,305            | 467                                       | 155                                                    | 20,927                              | --                                |
| 2021          | 20,927            | 241                                       | 77                                                     | 21,245                              | --                                |

## Age Trends

### Age Distribution & Family

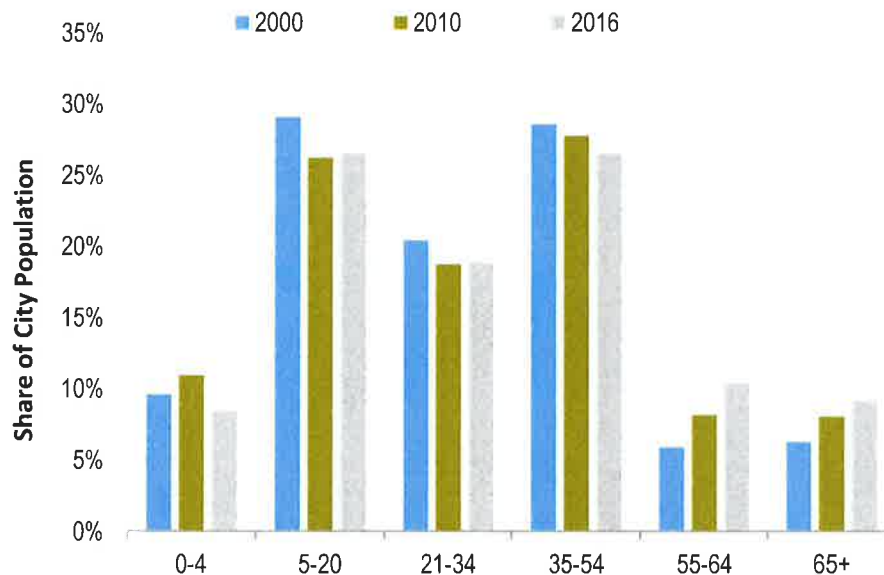
|                             |        |        |        |
|-----------------------------|--------|--------|--------|
| Ages 17 & Under             | 30.01% | 29.40% | 29.87% |
| Ages 18-34                  | 23.02% | 24.15% | 23.93% |
| Ages 35-54                  | 26.44% | 23.73% | 23.32% |
| Ages 55 and better          | 20.53% | 22.74% | 22.91% |
| Median Age                  | 32.5   | 32.3   | 32.0   |
| Number of Family Households | 4,949  | 12,190 | 26,014 |

As shown in Table 8 below, the age structure of the population is an important factor in evaluating housing needs and projecting the direction of future housing development. Different age groups have distinct housing preferences, family types, household sizes, incomes, and lifestyle choices. For example, younger individuals living alone (between 20 and 34) and senior citizens over 65 typically need and/or desire apartments, condominiums, and smaller, more affordable housing units.

The population between 35 and 65 makes up the majority of the market for more exclusive single-family homes and condominiums that accommodate an array of household sizes. Understanding and evaluating the age characteristics of a community enables the City to address these distinct needs for the current population and for its citizens as they move through each stage of life. The City of Imperial's median age is 32.

### **Population by Age**

**Population Share by Age: 2000, 2010, and 2016**



Sources: 2000 and 2010 U.S. Decennial Census; Nielsen Co., 2016

Between 2000 and 2016, the age group 55-64 experienced the largest increase in share, growing from 5.9 to 10.4 percent.

The age group that experienced the greatest decline, by share, was age group 5-20, decreasing from 29.1 to 26.6 percent.

| <b>Category</b>                                          | <b>Imperial</b> | <b>Imperial County</b> | <b>Imperial Relative to Imperial County*</b> | <b>SCAG Region</b> |
|----------------------------------------------------------|-----------------|------------------------|----------------------------------------------|--------------------|
| <b>2016 Total Population</b>                             | 18,165          | 185,831                | [9.8%]                                       | 18,954,083         |
| <b>2016 Population Density (Persons per Square Mile)</b> | 3,114           | 40                     | 3,074                                        | 489                |
| <b>2016 Median Age (Years)</b>                           | 32.0            | 32.2                   | -0.2                                         | 36.0               |
| <b>2016 Hispanic</b>                                     | 77.1%           | 83.0%                  | -5.9%                                        | 46.8%              |
| <b>2016 Non-Hispanic White</b>                           | 18.5%           | 11.9%                  | 6.6%                                         | 31.2%              |
| <b>2016 Non-Hispanic Asian</b>                           | 1.8%            | 1.3%                   | 0.5%                                         | 12.7%              |
| <b>2016 Non-Hispanic Black</b>                           | 1.4%            | 2.2%                   | -0.8%                                        | 6.3%               |
| <b>2016 Non-Hispanic American Indian</b>                 | 0.2%            | 0.8%                   | -0.6%                                        | 0.3%               |
| <b>2016 All Other Non-Hispanic</b>                       | 1.0%            | 0.8%                   | 0.2%                                         | 2.7%               |
| <b>2016 Number of Households</b>                         | 5,083           | 49,811                 | [10.2%]                                      | 6,132,938          |
| <b>2016 Average Household Size</b>                       | 3.6             | 3.6                    | 0.0                                          | 3.1                |
| <b>2016 Median Household Income</b>                      | \$75,131        | \$45,650               | \$29,481                                     | \$61,792           |
| <b>2016 Number of Housing Units</b>                      | 5,532           | 57,174                 | [9.7%]                                       | 6,629,879          |
| <b>2016 Homeownership Rate</b>                           | 70.3%           | 54.3%                  | 16.0%                                        | 54.3%              |
| <b>2016 Median Existing Home Sales Price</b>             | \$240,000       | \$203,500              | \$36,500                                     | \$466,000          |
| <b>2015 - 2016 Median Home Sales Price Change</b>        | 7.6%            | 7.9%                   | -0.3%                                        | 6.6%               |
| <b>2016 Drive Alone to Work</b>                          | 90.5%           | 82.6%                  | 7.9%                                         | 78.8%              |
| <b>2016 Mean Travel Time to Work (minutes)</b>           | 20.0            | 22.0                   | -2.0                                         | 31.0               |
| <b>2015 Number of Jobs</b>                               | 4,547           | 73,453                 | [6.2%]                                       | 7,920,602          |
| <b>2014 - 2015 Total Jobs Change</b>                     | 491             | 5,649                  | [9%]                                         | 117,499            |
| <b>2015 Average Salary per Job</b>                       | \$51,811        | \$34,808               | \$17,003                                     | \$53,962           |
| <b>2016 K-12 Public School Student Enrollment</b>        | 4,159           | 38,747                 | 11%                                          | 2,961,726          |

Sources: U.S. Census Bureau American Community Survey, 2015; Nielsen Co.; California Department of Finance E-5, May 2016; CoreLogic/DataQuick; California Department of Education; and SCAG

\* Numbers with [ ] represent Imperial's share of Imperial County. The other numbers represent the difference between Imperial and Imperial County.

Mapped jurisdictional boundaries are as of July 1, 2016 and are for visual purposes only. Report data, however, are updated according to their respective sources

## Race and Ethnicity

### ***Ethnicity***

|                           |        |        |        |
|---------------------------|--------|--------|--------|
| White Only Ethnicity*     | 63.11% | 61.26% | 58.06% |
| Black or African American | 1.93%  | 2.26%  | 1.92%  |
| Hispanic or Latino        | 78.02% | 82.61% | 83.59% |
| Asian                     | 2.81%  | 2.09%  | 2.06%  |

Race and ethnicity can potentially reflect cultural preferences regarding housing needs. For example, certain cultures may be accustomed to living with extended family members and need larger units. Therefore, planning for communities with high concentrations of certain racial/ethnic groups should consider the unique housing needs of these groups. Table 7 represents the ethnic groups that can be found within the City of Imperial.

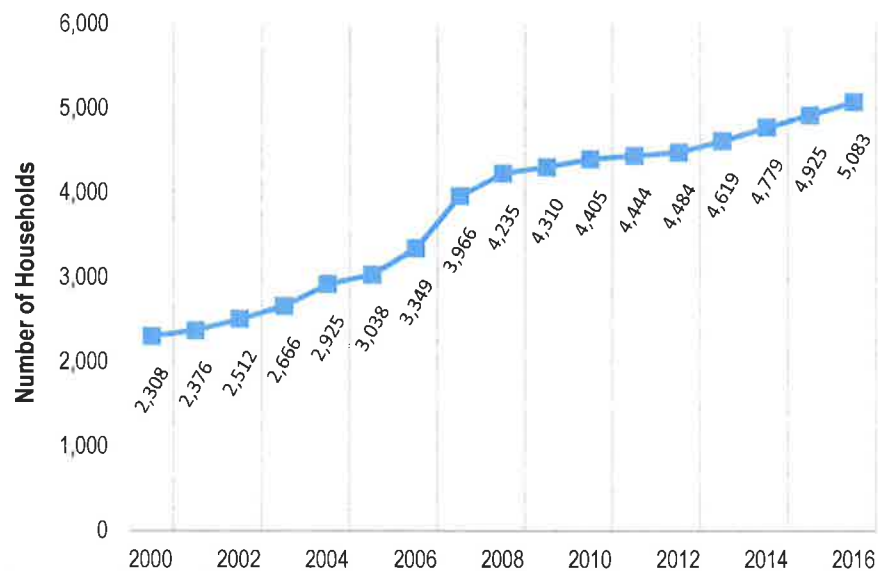
## Household Characteristics

The Census defines a household as all persons who occupy a housing unit, which may include families related through marriage or blood, unrelated individuals living together, or individuals living alone. Persons living in retirement or convalescent homes, dormitories, or other group living situations are not considered households. Planning for the housing needs of the City can be accomplished by analyzing statistics that indicate household type, household size, household income, and incidence of overcrowding. Typically, a community with more families, larger households, and households with children need and/or desire larger units and ownership opportunities. Communities that have a higher percentage of senior citizens typically need and/or desire smaller, accessible and affordable units.

### **Existing Households & Composition**

In 2010, there were 4,405 households in the City of Imperial according to the US Census Bureau. City of Imperial building permit records indicate that this number has increased to 5,250. From 2010 to August of 2018, it is estimated that the number of households increased by 845 (number of residential units obtaining building permits), suggesting an annual household increase of about 106 homes a year between 2010-2018.



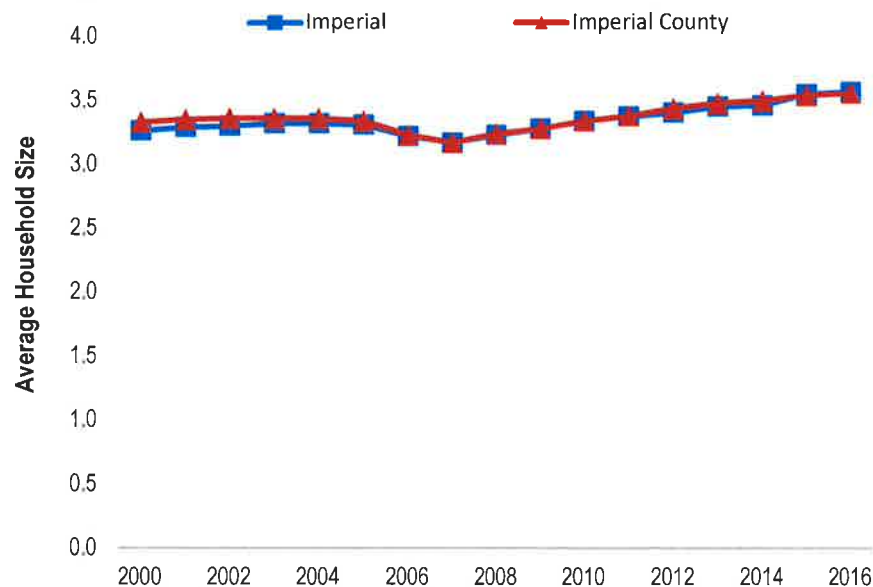
**Number of Households: 2000 - 2016**

Sources: 2000 and 2010 U.S. Decennial Census; California Department of Finance, E-5, 2016

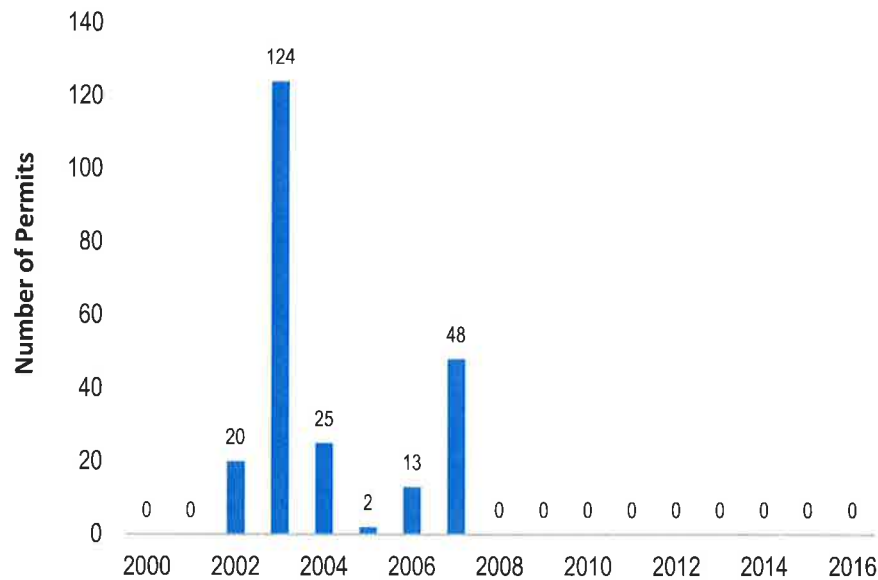
Between 2000 and 2016, the total number of households in the City of Imperial increased by 2,775 units, or 120.2 percent.

During this 16-year period, the city's household growth rate of 120.2 percent was higher than the county growth rate of 26.5 percent. 10.2 percent of Imperial County's total number of households are in the City of Imperial.

In 2016, the city's average household size was 3.6, the same as the county average of 3.6.

**Average Household Size: 2000 - 2016**

Source: California Department of Finance, E-5, 2016

**Multi-Family Housing Production****Permits Issued for Multi-Family Units: 2000 - 2016**

Source: Construction Industry Research Board, 2000-2016

Between 2000 and 2016, there were permits issued for 232 multi-family residential units.

Although household growth suggests the number of housing units that might be needed by a community to accommodate growth, the type of housing that will be needed can be determined by household composition. Housing needs generally vary by household type. The composition of households determines what type of housing unit will be needed by the population. Families, for example, typically prefer and occupy single-family detached homes. The City of Imperial Household Composition of 2010 from the US Census shows that eighty-six percent of households in Imperial have two or more people. Of these households, 82.2 percent are considered "family" households. Family households, tend to have a higher number of household members than non-family households. The high level of family households in Imperial indicates that a higher number of larger units with several bedrooms will be required to accommodate the housing needs of Imperial residents.

**Household Tenure Characteristics**

Tenure, for the purpose of this analysis refers to whether a housing unit is owned or rented. Housing tenure is an important indicator of the supply and cost of housing. Low ownership rates suggest an inadequate supply, or high cost, of housing while high ownership rates suggest affordability. Between 2000 and 2010, approximately 71 percent of households in Imperial owned their home during the two decades. This is an increase from 64.8 percent in 1990, suggesting a positive increase in home ownership opportunities in the City of Imperial. According to US Census, in 2010 Imperial County and the State of California both registered a 55.9 % percent household ownership significantly lower than the City of Imperial.

*City of Imperial*

*2014-2021 Housing Element Update*

*Page 16*

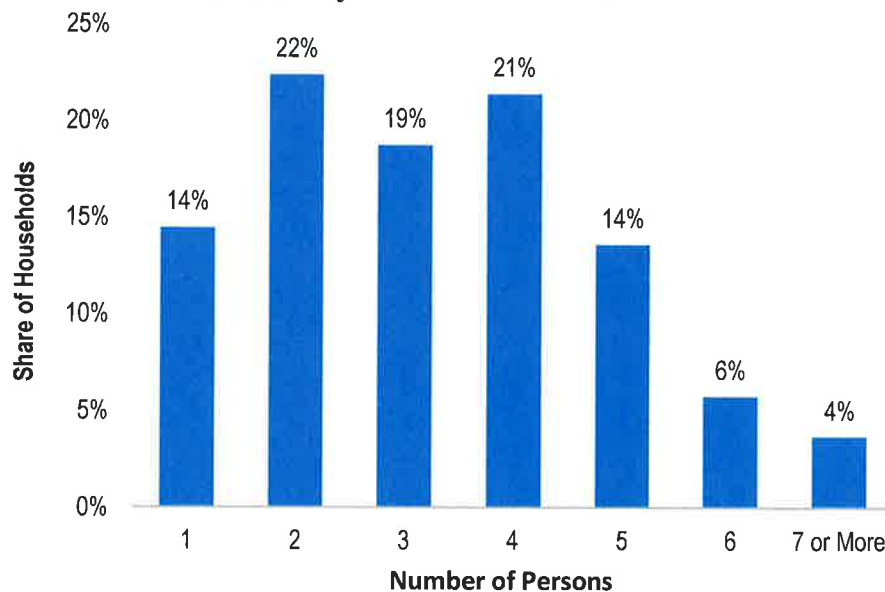
### **Household Size and Incidence of Overcrowding**

It is important to understand that the size of a household will change over time due to unpredictable circumstances such as marriage, divorce, growth of family, job movement, etc. Household size, nevertheless, is an important indicator of housing need. According to the US Census, the average household size in 2000 was 3.26 persons per household for the City of Imperial. By 2010, the US Census estimated that the persons per household statistics had increased to 3.34 persons per household, the same as the County but higher than the State's 2.9 persons per household figure.

Larger households have special housing needs, as they tend to have higher incidences of overcrowding and may identify a need for larger units. "Overcrowded" is defined as over 1 persons occupying a room, excluding bathrooms, kitchens, hallways, and porches. "Severely overcrowded" is defined as more than 1.5 persons occupying a room. Overcrowding usually results from a lack of availability or affordability of appropriate housing units. According to the 2010 Census, the City of Imperial's "Overcrowded Households 2012", suggest that less than 5 percent of occupied housing units within the City of Imperial are overcrowded. Of these households, only an approximate 1.1 percent are considered severely overcrowded.

### ***Households by Size***

**Percent of Households by Household Size: 2016**



Source: Nielsen Co., 2016

In 2016, 55.6 percent of all city households had 3 people or fewer.

About 14 percent of the households were single-person households.

Approximately 24 percent of all households in the city had 5 people or more.

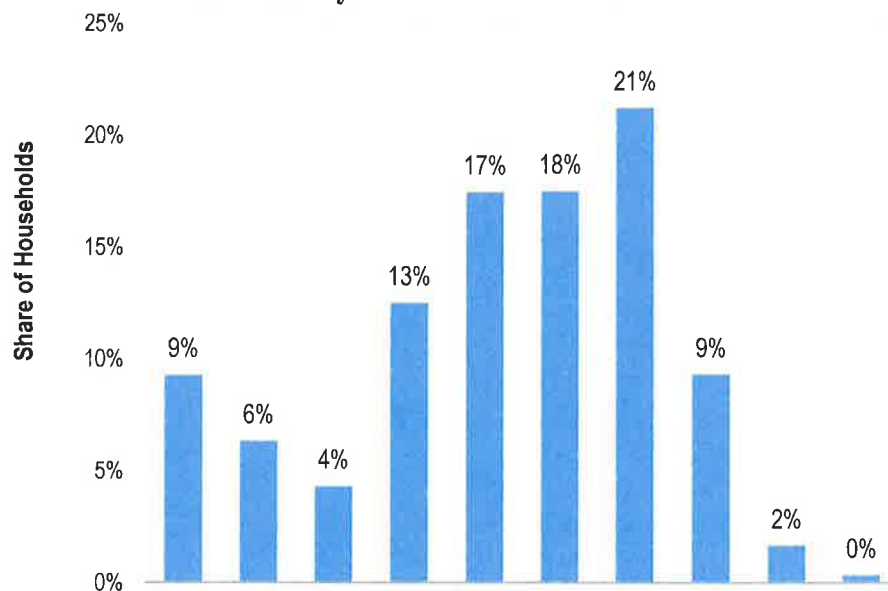
### **Employment & Household Income**

Households in the City of Imperial have a Household Median Income almost twice the regional average (Imperial County) at \$84,164. In further analyzing the significant difference between the City of Imperial and the balance of the region, note that the recent construction activity of new homes has resulted in hundreds of new families coming to the area with substantial household income to support the new home purchase. Since 2010, there have been 12,135 homes purchased in the Imperial County. Of these, 2,798 (or 23%) of the total homes purchased were in the City of Imperial, while only 9% of the region's population lives within the City.

Between the years 2010-2018, a total of 769 new homes have been built/sold within the entire County of Imperial. Of these, 527 (or 69%) of all new homes in the entire County were built and sold in the City of Imperial. Since 2010, the average new home in the City of Imperial has sold for \$234,438 while in the most recent three (3) years (2015-2017), the average new home in the City of Imperial has sold for \$277,167.

The table below provides a breakdown of household incomes in the City of Imperial by household. Note that over 50% of households have an income of between \$50,000 and \$125,000 per year while only about 17% of families have a household income of under \$35,000 annually. Statewide (California), median household income is \$63,783 while nationally (United States) it is \$55,322.

#### **Percent of Households by Household Income: 2016**



Source: Nielsen Co., 2016

### **Vacancy Rates**

A certain amount of vacancy allows for greater ease for households or individuals to find available

housing and may lead to lower housing costs. The latest 2018 housing estimate developed by the Department of Finance estimate a vacancy rate of 9.4 percent for the City of Imperial which is comparable to the average vacancy rate 9.5 % for the incorporated cities in Imperial County. Vacancy rates are also an important housing market indicator in that the vacancy rate often influences the cost of housing and reflects the correlation between housing demand and availability.

For rental housing, a five percent vacancy rate is considered necessary to permit ordinary rental mobility, while with for-sale housing a two-percent vacancy rate is considered the threshold to permit ordinary mobility. If vacancy rates are below these levels, residents will have a difficult time finding appropriate units and competition for units will drive up housing prices. The Table below provides a snapshot of rental unit availability in the City of Imperial for the month of March 2018.

**City of Imperial Rental Units- March 2019**

|                                 | Number of Bedrooms |              |              |               | Number of Listing Available |
|---------------------------------|--------------------|--------------|--------------|---------------|-----------------------------|
|                                 | 1                  | 2            | 3            | 4             |                             |
| Market Rate Apartments          | \$750              | \$800-\$1145 | N/A          | N/A           | 1                           |
| Subsidized Family Apartments    | \$428-\$482        | \$510-\$625  | \$581-\$657  | N/A           | 0                           |
| Senior Apartments - Market Rate | \$770              | \$810        | N/A          | N/A           | 0                           |
| Senior Apartments Subsidized    | \$489-\$678        | \$589-\$725  | N/A          | N/A           | 0                           |
| Single Family Homes             | N/A                | \$850-\$950  | \$650-\$1350 | \$1200-\$1350 | 3                           |

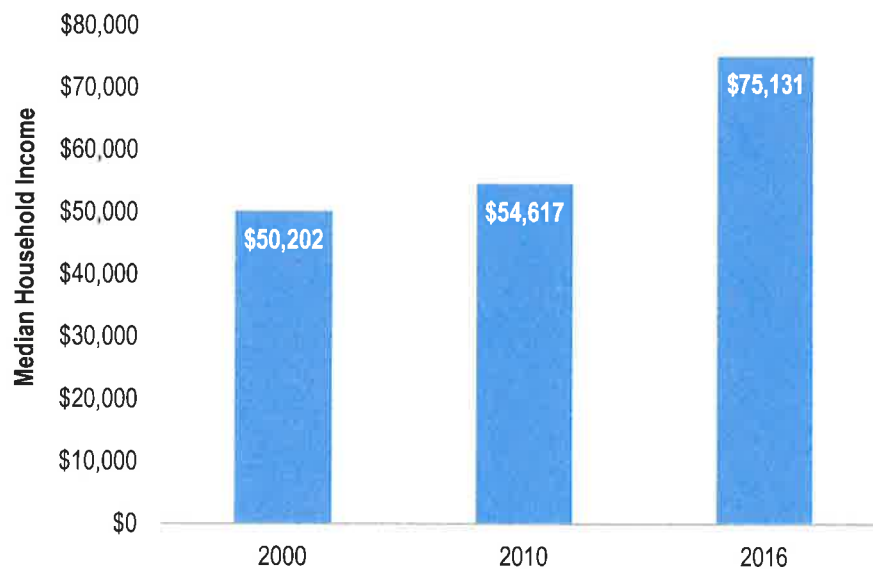
## Housing Type

### Housing Type by Units: 2016

| Housing Type               | Number of Units | Percent of Total Units |
|----------------------------|-----------------|------------------------|
| Single Family Detached     | 4,152           | 75.1 %                 |
| Single Family Attached     | 389             | 7.0 %                  |
| Multi-family: 2 to 4 units | 401             | 7.2 %                  |
| Multi-family: 5 units plus | 520             | 9.4 %                  |
| Mobile Home                | 70              | 1.3 %                  |
| <b>Total</b>               | <b>5,532</b>    | <b>100 %</b>           |

## Household Income

### Median Household Income: 2000, 2010, and 2016



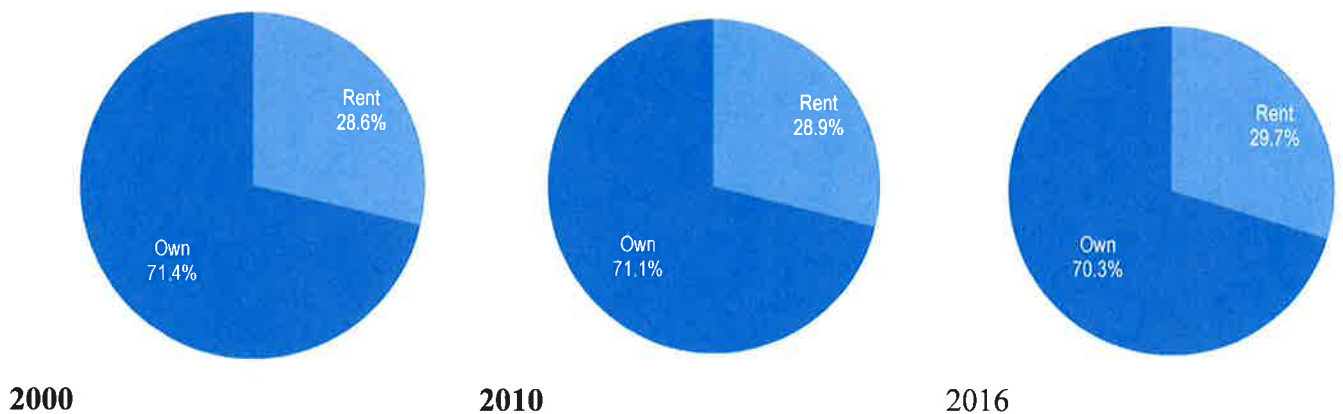
- From 2000 to 2016, median household income increased by \$24,929.
- Note: Dollars are not adjusted for annual inflation.

Source: Nielsen Co., 2016

Source: California Department of Finance, E-5, 201

# **Renters and Homeowners**

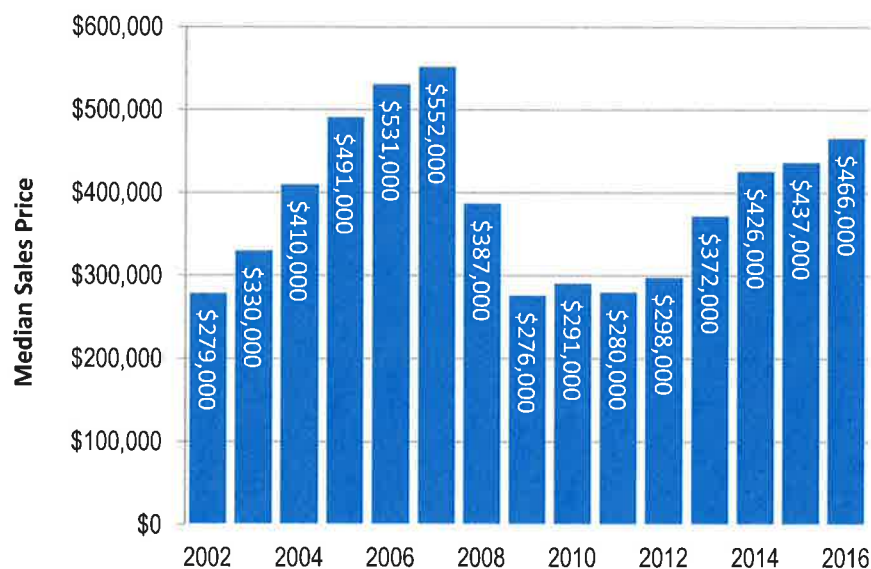
## **Percentage of Renters and Homeowners: 2000, 2010, and 2016**



Sources: 2000 and 2010 U.S. Decennial Census; Nielsen Co., 2016

Between 2000 and 2016, homeownership rates decreased and the share of renters increased.

## **Regional Median Sales Price for Existing Homes: 2002 - 2016**



Source: CoreLogic/DataQuick, 2002-2016



## City of Imperial Labor Force

The City of Imperial has 8,200 persons within the labor force which is relatively proportional to its overall population. The City of Imperial has the lowest unemployment of any community in Imperial County with a published unemployment rate of 15%. Residents in the City of Imperial have the highest labor force participation rate in the region at 67.10%.

### Top Places Where Imperial Residents Commute to Work: 2014

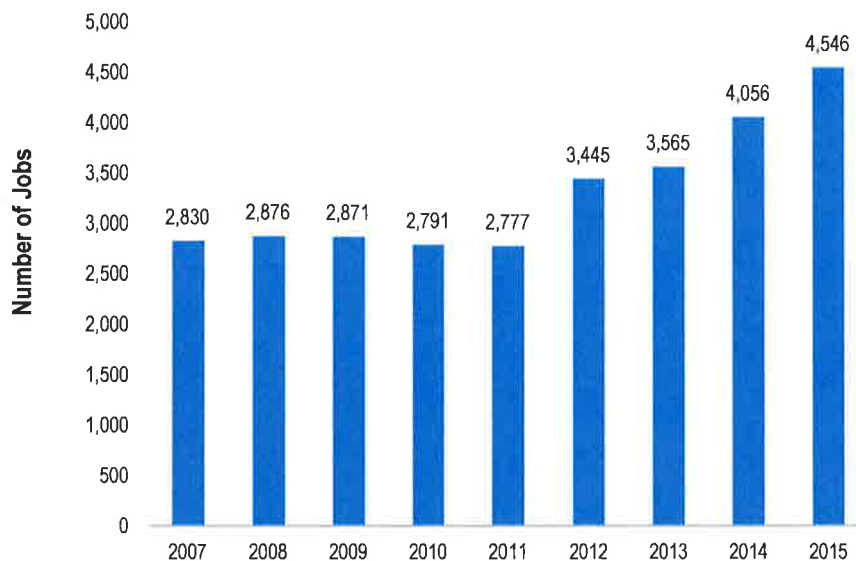
| Local Jurisdiction     |                                | Number of Commuters | Percent of Total Commuters |
|------------------------|--------------------------------|---------------------|----------------------------|
| 1.                     | El Centro                      | 1,768               | 30.7 %                     |
| 2.                     | Imperial                       | 635                 | 11.0 %                     |
| 3.                     | Brawley                        | 413                 | 7.2 %                      |
| 4.                     | Calexico                       | 192                 | 3.3 %                      |
| 5.                     | Calipatria                     | 181                 | 3.1 %                      |
| 6.                     | Unincorporated Imperial County | 161                 | 2.8 %                      |
| 7.                     | San Diego County               | 144                 | 2.5 %                      |
| 8.                     | Los Angeles                    | 68                  | 1.2 %                      |
| 9.                     | Holtville                      | 31                  | 0.5 %                      |
| All Other Destinations |                                | 2,165               | 37.6 %                     |

Source: U.S. Census Bureau, 2017, LODES Data; Longitudinal-Employer Household Dynamics Program, <https://lehd.ces.census.gov/data/lodes/>

- This table identifies the top locations where residents from the City of Imperial commute to work.
- 11.0% work and live in Imperial, while 89.0% commute to other places.

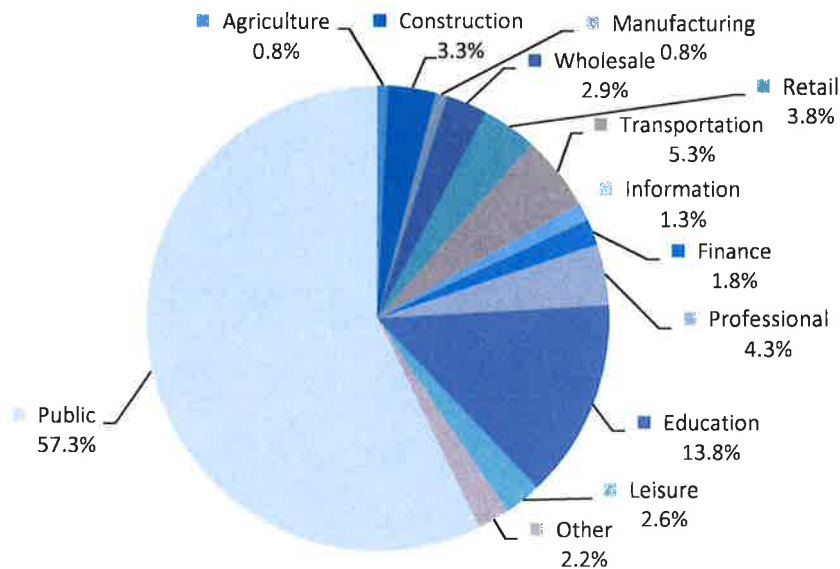
Residents in the City of Imperial generally work for private "for-profit" companies with over 3,850 persons working for private companies. The region has a substantial number of state and federal government facilities (state prisons, federal detention facility and international border). About 1,400 City of Imperial residents work in these types of occupations while a similar number (1,300+) work in local government (which includes public education).



**Total Jobs****Total Jobs: 2007 - 2015**

Sources: California Employment Development Department, 2007 - 2015; InfoGroup; and SCAG

- Total jobs include wage and salary jobs and jobs held by business owners and self-employed persons. The total job count does not include unpaid volunteers or family workers, and private household workers.
- In 2015, total jobs in the City of Imperial numbered 4,547, an increase of 60.7 percent from 2007.

**Jobs by Sector: 2007**

From 2007 to 2015, the share of Leisure jobs increased from 2.6 percent to 6.9 percent. See Methodology Section for industry sector definitions.

Sources: California Employment Development Department, 2007; InfoGroup; and SCAG.

**Housing Affordability & Household Overpayment**

The City of Imperial has the highest value homes in Imperial County with a median home value of \$217,568. The percentage of owner-occupied homes across a region indicates the level of "roots" and can be indicative of pride in a specific community which further encapsulates the economic stability of a city. The City of Imperial has had a stable amount of home sales since 2010. Over the past eight (8) years, the community has seen over 300 homes sold each year (new and existing). This shows health in the housing market and general availability of product. Increase in home prices (all homes) can be seen over the past eight (8) years from \$141,000 in 2010 to \$230,500 in 2017.

**Housing Stock**

Housing growth within the City of Imperial between 2000 and 2018 has been extremely strong with a percentage increase of 90 percent for the period, making it among the fastest growing California cities. This growth in the City resulted in a proportional increase of new housing stock and an increased diversity in housing types. Single-Family housing units comprised the majority

of the 2018 housing stock with 75.5 of total units, while multi-family homes consisted of 23.2%. Mobile homes made up the remaining 1.3 % of the City's housing stock.

### Conditions of Housing Stock

Housing is subject to gradual physical deterioration over time. The best measure to determine housing stock conditions would be a Housing Condition Survey which is an exterior visual survey of the structural characteristics of the existing housing stock. Guidelines provided by the Housing and Community Development Department in the Community Department Block Grant Management Manual organizes findings into the following housing condition categories: "sound", needing "minor", "moderate", "substantial" repairs and "depilated".

What category a dwelling will be classified under is determined by surveying the structure under the following five categories: foundation, roofing, siding/stucco, windows, and electrical. A point value is assigned to each category depending on the level of physical deterioration present, with higher values indicating greater deterioration. Absent a current Housing Condition Survey, a general rule in the housing industry is that structures older than 30 years begin to show signs of deterioration and require reinvestment to maintain their quality. Based on age of housing stock alone, it is estimated that approximately 17.8 percent of the housing stock in the City of Imperial would require maintenance and rehabilitation.

### City of Imperial Housing Stock March 2018

| Year Structure Built | Number of Stock | Percentage of Stock |
|----------------------|-----------------|---------------------|
| Earlier than 1939    | 43              | .6%                 |
| 1940-1949            | 42              | .6%                 |
| 1950-1959            | 404             | 6.6%                |
| 1960-1969            | 235             | 3.6%                |
| 1970-1979            | 246             | 3.6%                |
| 1980-1989            | 503             | 7.7%                |
| 1990-1999            | 856             | 13.3%               |
| 2000-2010            | 2425            | 37.7%               |
| 2010-2018            | 1695            | 26.3%               |
| <b>Total</b>         | <b>6449</b>     | <b>100%</b>         |

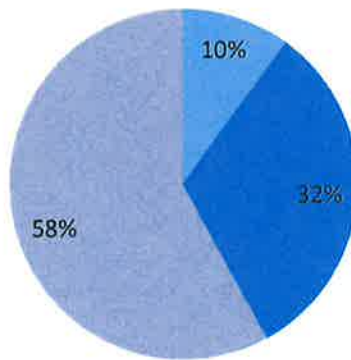
There are other factors besides age that may result in deterioration, such as the unavailability of financial resources by unit owners for adequate upkeep and maintenance, but based on age alone, the City of Imperial has a fairly new housing stock with over 57 percent of the City's housing stock less than 15 years old.

Housing Element Law requires an estimate of substandard housing in the community. A housing unit can be categorized as needing Minor, Moderate or Substantial repair as may be determined through a visual survey. Dilapidated units cannot be rehabilitated and should be removed or reconstructed.

The City of Imperial has had an active Housing Rehabilitation Program which would prevent further deterioration from aging units. Again, a Housing Condition Survey is best determined by the percentage of units built prior to 1980 which provides an estimate of major rehabilitation or replacement need. As of the date of this assessment it was determined that approximately 17.8 percent of the housing stock is in need of major replacement or replacement need, however, when we discount the total number of units that have been reconstructed or rehabilitated during the last seven years this percentage is lower.

### City of Imperial Households Overpaying for Housing Costs by Tenure

■ Renters Overpaying   ■ Owners Overpaying   ■ Households Not Overpaying



Source: 2008-2012 American Community Survey

| Household: |       |
|------------|-------|
| Renter:    | 1,248 |
| Owner:     | 2,543 |

Source: 2012 SCAG Mortgage Overpayment Data for City of Imperial

These figures are representative of the excellent affordability opportunities within the City of Imperial. Imperials 42 percent of households overpaying was comparable to the County of *City of Imperial*

Imperial 43 percent of households overpaying for housing during the same planning period and to the 47 percent of households who were found to be overpaying State-wide. Yet, in order to better understand the local needs, overpayment should also be looked at by income group.

The table above, City of Imperial Household Overpayment by Income and Tenure displays ACS estimates for overpayment during the 2008-2012 period by tenure and income range. It reveals that overpayment largely affects owner occupied housing units and households with above moderate income, suggesting that these households likely have choices. The table also identifies that the renter households that overpay are low income which suggests very limited options for this group of households.

**City of Imperial Household Overpayment by Income and Tenure**

| County Median Income Range                        | Total Imperial Households | Renters HH's Overpaying | Owner HH's Overpaying | Households Not Overpaying |
|---------------------------------------------------|---------------------------|-------------------------|-----------------------|---------------------------|
|                                                   | No. of HH & % of HH       | No. of HH & % of HH     | No. of HH & % of HH   | No. of HH & % of HH       |
| <b>Less than \$12,376</b><br>Extremely Low Income | <b>332/7%</b>             | 163/4%                  | 129/3%                | 40/1%                     |
| <b>\$12,377 to \$20,000</b><br>Very Low Income    | <b>205/5%</b>             | 100/2%                  | 80/2%                 | 25/1%                     |
| <b>\$20,000 to \$34,999</b><br>Low Income         | <b>430/10%</b>            | 69/2%                   | 187/4%                | 174/4%                    |
| <b>\$35,000 to \$49,999</b><br>Moderate Income    | <b>709/16%</b>            | 71/2%                   | 346/8%                | 292/6%                    |
| <b>\$50,000 or Greater</b><br>Above Moderate      | <b>2701/61%</b>           | 10/-                    | 662/15%               | 2,029/46%                 |
| <b>Zero Income/ No Rent</b>                       | <b>53/1%</b>              |                         |                       |                           |
| <b>TOTAL</b>                                      | <b>4,430/100%</b>         | 413/10%                 | 1404/32%              | 2,560/58%                 |

Distinguishing between renter and owner housing overpayment is important because, while homeowners may over extend themselves financially to afford the option of home purchase, the owners always maintain the option of selling their home. Upper income households are also generally capable of paying a larger proportion of their income for housing; therefore, estimates of housing overpayment generally focus on lower income groups. Renters, on the other hand, are limited to the rental market and are generally required to pay the rent established by the market.

Lack of housing affordability leads to other housing issues, for lower-income renters and owners, severe cost burden can require families to double up resulting in overcrowding and related problems. Although homeowners enjoy income and property tax deductions and other benefits that help to compensate for high housing costs, lower-income homeowners may need to defer maintenance or repairs due to limited funds, which can also lead to housing deterioration.



## Special Needs Households

The State Housing Element law requires that the needs of these groups be addressed in the Housing Element. The law defines "special needs" groups to include persons with disabilities, the elderly, large households, female-headed households with children, homeless persons, and farmworkers. This section provides a detailed discussion of the housing needs facing each particular group as well as programs and services that may be available to address their special housing needs.

### Quantification of the City of Imperial's Special Needs Groups

| Special Needs Housing Type: | Total Households | Percent of Total HH | Owner Occupied | Renter Occupied |
|-----------------------------|------------------|---------------------|----------------|-----------------|
| Elderly (Age 65+)           | 359              | 6.4%                | 159            | 200             |
| Large HH (5+pph)            | 783              | 14.1%               | 579            | 204             |
| Disabled                    | 802              | 14.4%               | 0              | 0               |
| Female-Headed HH            | 749              | 13.5%               | 364            | 385             |
| Farm Workers                | ---              | ---                 |                |                 |

Source: SCAG data base

### Farmworkers

Farmworkers are traditionally defined as persons whose primary incomes are earned through permanent or season agricultural labor. Permanent farm laborers work in the fields, processing plants, or agricultural related support activities. When workload increases during harvest periods, the labor force is supplemented by seasonal labor, often supplied by a labor contractor. For some crops, farms may employ migrant workers, defined as those who travel long distances to work which prevents them from returning to their primary residence every evening and might necessitate temporary housing at their place of employment. Determining the true size of the agricultural labor force is problematic.

Farmworkers are typically categorized into three groups: 1) permanent, 2) seasonal, and 3) migrant. Permanent farmworkers are usually employed year round by the same employer while a seasonal farmworker works on average less than 150 days per year. Migrant farmworkers are seasonal farmworkers who have to travel to do the farm work and are unable to return to their permanent residence within the same day necessitating temporary housing services.

Occupational data is difficult to obtain for small jurisdictions such as the City of Imperial and thus determining the number of farmworkers residing in the City is problematic. The US Census's American Community Survey is the single source of estimates of occupations for small Jurisdictions. According to the 2008-2012 American Community Survey a total of 168 residents.

Farmworkers and laborers in Imperial County have an average annual wage of \$24,632 during 2018, according to the California Employment Development Department. Due to their identified low-income, most farmworkers would need housing subsidies or other forms of assistance to obtain adequately sized and affordable housing. The City of Imperial is actively involved in the provision of permanent housing suitable for farmworkers.

The City has been successful in developing partnerships with subsidized housing Developers; The Las Palmeras Apartment Project has been completed, which offers Farmworkers Housing. Las Palmeras is a 56 unit, Multi-Family project located at 470 Wall Road within the incorporated City of Imperial. Although temporary housing has not been identified as a high need in the Imperial community, the City's Zoning Ordinance does not preclude the development of temporary housing.

### **Large Families**

Large households are defined as those consisting of five or more members. An estimated 783 large households were identified in Imperial during the 2008-2012 Community Survey, comprising approximately 18 percent of all households in the City. Of these large households, 579 were In owner-occupied units, while 204 were in renter-occupied units. These households comprise a special need group because of the often limited supply of adequately sized and affordable housing units In a community. In order to save for other basic necessities such as food, clothing and medical care, It Is common for lower-income families to reside in smaller units, this results in overcrowding.

To address overcrowding, communities can provide incentives to facilitate the development of affordable housing with three or more bedrooms to meet the needs of large households. Oftentimes, the shortage of large rental units can be alleviated through the provision of rental housing subsidies or subsidized home ownership opportunities.

### **Female-Headed Households**

Because of the relatively lower-incomes and typical living expenses of a traditional household, these female-headed households are more likely to have difficulty finding affordable and safe-housing. These households often require special consideration and assistance, as a result of their greater need for affordability, accessibility to day care/childcare, health care, and other supportive services as well as a safety comfort. Female-headed families with children are a particularly vulnerable group because they must balance the needs of their children with work responsibilities, and often while earning limited incomes. An estimated 728 female-headed households with children lived In Imperial during the 2008-2012 American Community Survey (ACS), representing 16.4 percent of all households. According to ACS, the median household income in Imperial was \$62,500, while the median household income for female-headed households was only \$42,262.

**Homelessness**

According to the 2010 US Census, there were no homeless individuals within the City of Imperial. This may be due to the concentration of organizations serving the homeless in the neighboring City of El Centro. Figures for the number of homeless individual are collected by the U.S. Department of Housing and Urban Development through a "Point in Time" count organized by the Regional Task Force on Homelessness of Imperial County. According to the January 2017 count, a total of 1154 persons were counted as being "chronically homeless", with 52 of these individuals being housed in shelters for the Imperial County. Data for individual cities is not provided by the U.S. Department of Housing.

Homelessness is a continuing national problem that persists within local cities and communities in Imperial County. The City of El Centro is the largest community in the County of Imperial and serves as the service center for the homeless and others requiring support services. Three of the five emergency shelters are located in El Centro. Womanhaven (d.b.a. Center for Family Solutions) operates two emergency shelters for woman and children in El Centro with a total of 31 beds and Catholic Charities operates the House of Hope woman's shelters with 27 beds. Catholic Charities also operates the Our Lady of Guadalupe Shelter for men in Calexico with 50 Beds. The Neighborhood House Shelter, also in Calexico, has a capacity of 46 beds for women and children. It is estimated that the emergency shelters within the County of Imperial have a total number of 154 beds available at any given time for the homeless.

Many of these shelters provide adult counseling, housing, Independent living skills training, and advocacy services for its clients. Additional homeless support services include housing referral, clothing, and assistance with filling out social service forms, self-service laundry, meal distribution, and independent living skills training. More agencies and nonprofit groups provide additional support to the homeless such as the Salvation Army, Imperial County Social Services Department, the Imperial Valley Food Bank, Clinicas de Salud de Pueblo, Inc. and Campesinos Unidos.

Although there are currently no emergency shelters located in the City of Imperial, nor is it anticipated that development of a shelter is warranted at this time, the City wants to ensure that any future demand for emergency housing be facilitated in compliance with State law.

**Disability Living**

The US Census defines six types of disabilities: sensory, physical, mental, self-care, go-outside-home, and employment. Sensory and physical disabilities are determined to be "long-lasting conditions." Mental, self-care, go-outside-home and employment disabilities are defined as conditions lasting six months or more that make it difficult to perform certain activities. Some residents suffer from disabilities that require living in a supportive or institutional setting. The



living arrangement of disabled persons, however, depends on the severity of the disability. Many live at home independently or with other family members.

To maintain independent living, disabled persons may need assistance. This can include special housing design features for the disabled, Income support for those who are unable to work, and In-home supportive services for persons with medical conditions among others. Services are typically provided by both public and private agencies

There are 802 persons in the SCAG data base, reported to be living in the City of Imperial with some type of disability. State and federal legislation mandates that a specified number of units in new or rehabilitated multi- family apartment complexes be accessible to individuals with limited physical mobility. Imperial County Building Code inspectors enforce these mandates.

Senate Bill (SB) 812, which took effect January 2011, requires an analysis of the special housing needs of persons with developmental disabilities. A "developmental disability" is defined as a disability that originates before an individual becomes 18 years old, continues, or can be expected to continue, indefinitely, and constitutes a substantial disability for that individual. This includes mental retardation, cerebral palsy, epilepsy, and autism. Having a disability may impede a person from working and therefore income is often limited. As a special needs group, persons with developmental disabilities often have difficulty finding safe and affordable housing, which is vital to their stability.

Housing-accessibility modifications, proximity to services and transit, and availability of group living opportunities represent some of the considerations that are important in serving this group. As previously noted, the 2008-2012 American Community Survey determined that approximately 18% of Imperial households (1,115 residents) reported a disability, however the statistic does not provide a representative sample of individuals with "developmental disabilities." The San Diego Regional Center, which provides community based services to people with developmental disabilities, reported in 2011 to have served 152 residents of the City of Imperial (13% of total disabled residents per ACS). Housing types appropriate for people living with a developmental disability include rent subsidized homes, licensed and unlicensed single-family homes, inclusionary housing, Section 8 vouchers, special homeownership programs, HUD housing, and SB 962 homes. The recently constructed Imperial Gardens Apartments has four ADA units available within the City of Imperial.

### **Seniors**

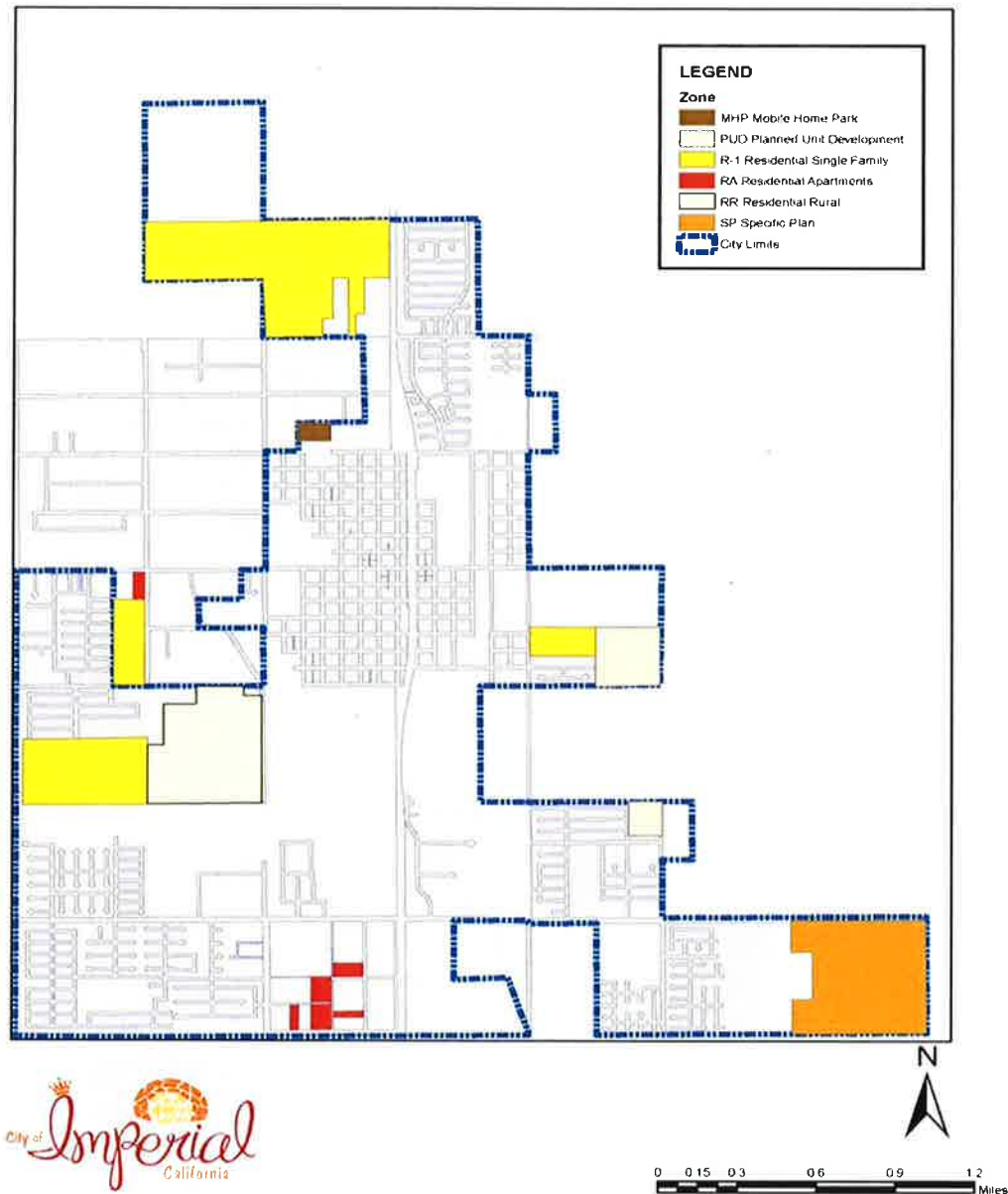
Elderly households have special needs typically associated with smaller units, units located within close proximity to services, and many times units with special accommodations. The housing needs of this group can be partially addressed through single room occupancies, second

units on lots with existing homes, shared living arrangements, congregate housing and housing assistance programs. Imperial has two subsidized housing complexes targeting seniors: the Imperial Gardens with 80 units and the Imperial Villa Apartments with 42 units. Imperial Gardens has 64 one- bedroom units and 16 two-bedroom units. To assist Imperial's aging population, Catholic Charities offers a Senior Nutrition Program for home delivered meals. From Monday to Friday, one meal is delivered per day at no charge (\$1.50 suggested donation). Free transportation is also provided to a site in El Centro where seniors can enjoy congregate meals.

## Site Inventory and Analysis

### Vacant Residential Land

**Figure 5**  
**Vacant Residential Property Map**



| Vacant Residential Sites Inventory |                             |                           |                           |                 |       |               |
|------------------------------------|-----------------------------|---------------------------|---------------------------|-----------------|-------|---------------|
|                                    | APN                         | GP Designation            | Zone                      | Maximum Density | Acres | Unit Capacity |
| Victoria Ranch                     | 044-220-094                 | Planned Unit Development  | Planned Unit Development  | 30-U/A          | 11.68 | 350.40        |
|                                    | 044-220-093                 | Residential Single Family | Specific Plan             | 6-U/A           | 2.96  | 17.76         |
|                                    | 044-220-095                 | Residential Single Family | Specific Plan             | 6-U/A           | 6.66  | 39.96         |
|                                    | 044-220-096                 | Residential Single Family | Specific Plan             | 6-U/A           | 5.64  | 33.84         |
|                                    | 044-220-097                 | Residential Single Family | Specific Plan             | 6-U/A           | 6.43  | 38.58         |
|                                    | 044-220-098                 | Residential Single Family | Specific Plan             | 6-U/A           | 25.80 | 154.80        |
|                                    | 044-220-099                 | Residential Single Family | Specific Plan             | 6-U/A           | 11.57 | 69.42         |
|                                    | 044-220-100                 | Residential Single Family | Specific Plan             | 6-U/A           | 12.40 | 74.40         |
|                                    | 044-220-101                 | Residential Single Family | Specific Plan             | 6-U/A           | 8.99  | 53.94         |
|                                    | 044-220-102                 | Residential Single Family | Specific Plan             | 6-U/A           | 6.67  | 40.02         |
|                                    | 044-220-103                 | Residential Single Family | Specific Plan             | 6-U/A           | 8.39  | 50.34         |
|                                    | 044-220-104                 | Residential Single Family | Specific Plan             | 6-U/A           | 18.43 | 110.58        |
|                                    | 044-220-105                 | Residential Single Family | Specific Plan             | 6-U/A           | 14.65 | 87.90         |
|                                    | 044-220-106                 | Residential Single Family | Specific Plan             | 6-U/A           | 11.23 | 67.38         |
|                                    | 044-220-107                 | Residential Single Family | Specific Plan             | 6-U/A           | 12.06 | 72.36         |
| Paseo del Sol                      | 044-663-013                 | Planned Unit Development  | Planned Unit Development  | 30-U/A          | 11.82 | 354.60        |
| Mayfield                           | 044-200-099                 | Planned Unit Development  | Planned Unit Development  | 30-U/A          | 21.90 | 657.00        |
|                                    | 044-711-022<br>-044-711-034 | Planned Unit Development  | Planned Unit Development  | 30-U/A          | 1.38  | 12.00         |
|                                    | 044-715-001<br>-044-715-028 | Planned Unit Development  | Planned Unit Development  | 30-U/A          | 3.30  | 28.00         |
|                                    | 044-716-001-<br>044-716-022 | Planned Unit Development  | Planned Unit Development  | 30-U/A          | 3.00  | 22.00         |
|                                    | 044-717-001-<br>044-717-028 | Planned Unit Development  | Planned Unit Development  | 30-U/A          | 3.30  | 28.00         |
|                                    | 044-711-001-<br>044-711-021 | Residential Single Family | Residential Single Family | 6-U/A           | 2.91  | 21.00         |
|                                    | 044-712-001-<br>044-712-045 | Residential Single Family | Residential Single Family | 6-U/A           | 6.76  | 45.00         |
|                                    | 044-713-001-<br>044-713-034 | Residential Single Family | Residential Single Family | 6-U/A           | 4.77  | 34.00         |

|                       | APN                     | GP Designation            | Zone                      | Maximum Density | Acres  | Unit Capacity |
|-----------------------|-------------------------|---------------------------|---------------------------|-----------------|--------|---------------|
| Morningstar           | 063-010-046             | Residential Single Family | Residential Single Family | 6-U/A           | 255.00 | 1530.00       |
|                       | 063-010-069             | Residential Single Family | Residential Single Family | 6-U/A           | 71.59  | 429.54        |
|                       | 063-010-070             | Residential Single Family | Residential Single Family | 6-U/A           | 1.68   | 10.08         |
|                       | 063-010-079             | Residential Single Family | Residential Single Family | 6-U/A           | 36.16  | 216.96        |
|                       | 063-010-080             | Residential Single Family | Residential Single Family | 6-U/A           | 72.30  | 433.80        |
| Monterrey Park        | 064-295-046             | Residential Single Family | Residential Single Family | 6-U/A           | 29.23  | 175.38        |
|                       | 064-281-020             | Residential Single Family | Residential Single Family | 6-U/A           | 30.18  | 181.08        |
| Russell Court         | 064-256-040-064-256-001 | Residential Single Family | Residential Single Family | 6-U/A           | 5.47   | 41.00         |
|                       | 064-256-041             | Residential Single Family | Residential Single Family | 6-U/A           | 0.86   | 5.16          |
|                       | 064-256-042             | Residential Single Family | Residential Single Family | 6-U/A           | 8.26   | 49.56         |
|                       | 064-256-043             | Residential Single Family | Residential Single Family | 6-U/A           | 2.41   | 14.46         |
|                       | 064-013-005             | Residential Single Family | Residential Single Family | 6-U/A           | 7.69   | 46.14         |
| Miscellaneous Parcels | 064-300-015             | Residential Rural         | Residential Rural         | .51-1 U/A       | 47.67  | 47.67         |
|                       | 064-300-045             | Residential Rural         | Residential Rural         | .51-1 U/A       | 81.75  | 81.75         |
|                       | 064-434-016             | Residential Apartments    | Residential Apartments    | 20-30 U/A       | 2.12   | 63.60         |
|                       | 064-434-006             | Residential Apartments    | Residential Apartments    | 20-30 U/A       | 5.24   | 157.20        |

| Miscellaneous Parcels | APN          | GP Designation         | Zone                   | Maximum Density | Acres         | Unit Capacity   |
|-----------------------|--------------|------------------------|------------------------|-----------------|---------------|-----------------|
|                       | 064-013-003  | Residential Apartments | Residential Apartments | 20-30 U/A       | 3.30          | 99.00           |
|                       | 064-432-031  | Residential Apartments | Residential Apartments | 20-30 U/A       | 1.96          | 58.80           |
|                       | 064-431-004  | Residential Apartments | Residential Apartments | 20-30 U/A       | 5.30          | 159.00          |
|                       | 064-351-015  | Residential Apartments | Residential Apartments | 20-30 U/A       | 2.15          | 64.50           |
|                       | <b>Total</b> |                        |                        |                 | <b>893.01</b> | <b>6,327.96</b> |

Table 5 - Vacant Residential Site Capacity depicts a summary of the residential mix of future development on currently vacant residential properties within the City. Unit capacity was not estimated based on the theoretical maximum build out allowed by zoning, but instead reflects a realistic unit capacity based on the City's development standards and on-site improvement requirements. The build-out estimates all properties within the current incorporated boundaries of the City.

**Table 5**  
**Vacant Residential Site Capacity**

| Land Use Designation/<br>Residential Zone | Income Category  | Density Permitted | Acreage       | Realistic<br>Unit<br>Capacity |
|-------------------------------------------|------------------|-------------------|---------------|-------------------------------|
| Residential Rural<br>RR                   | Above Moderate   | 1 DU/Acre         | 129.42        | 129                           |
| Residential Single Family<br>R-1          | ½ Above Moderate | 1 DU/6,000 SF     | 267.63        | 1942                          |
|                                           | ½ Moderate       | 1 DU/6000 SF      | 267.63        | 1942                          |
| Residential Low Density<br>RL             | Moderate         | 1 DU/20,000 SF    | 0             | 0                             |
| Residential Condominium<br>RC             | Moderate         | 20 DU/ Acre       | 0             | 0                             |
| Residential Apartment<br>RA               | ½ Moderate       | 30 DU/ Acre       | 10.03         | 206                           |
|                                           | ¼ Low            | 30 DU/ Acre       | 5.01          | 100                           |
|                                           | ¼ Very Low       | 30 DU/ Acre       | 5.01          | 100                           |
| Specific Plan<br>SP                       | ½ Above Moderate | 6 DU/ Acre        | 75.94         | 455                           |
|                                           | ½ Moderate       | 6 DU/ Acre        | 75.94         | 455                           |
| Planned Unit<br>Development<br>PUD        | ½ Moderate       | 30 DU/ Acre       | 28.20         | 423                           |
|                                           | ½ Low            | 30 DU/ Acre       | 28.20         | 423                           |
| Village Commercial<br>VC                  | Mixed            | N/A               | --            | --                            |
|                                           |                  | <b>Total</b>      | <b>893.01</b> | <b>6,175</b>                  |

NOTE: Realistic Unit Capacity has been adjusted in the RA (20 DU) and PUD (15 DU) to average units per development)



Furthermore, annexation of surrounding properties will continue to provide for future residential growth. The City's adopted Land Use Plan ensures that areas immediately adjacent to the incorporated City boundaries can accommodate low, medium, or high density residential development, via SPA designations, to encourage annexation and facilitate the availability of existing infrastructure to provide essential services, such as potable water and sewer services in an efficient and cost effective manner. The City has a Service Area Plan that would allow for the provision of services and annexation of these adjacent properties. The City has annexed land and demonstrates the availability of adequate sites to accommodate the full RHNA. As a further note there is also adequate acreage designated in the Village Commercial Zone to allow for mixed use or support housing, should it become necessary.

### Inventory of Sites Available for Projected RHNA Goals

The table below depicts the housing development opportunities towards reaching the RHNA Goals given the current availability of developable sites and land use designation and allowable densities adjusted to realistic unit capacity.

| Income Category | RHNA Projection | Available Acreage | Maximum Units | Realistic Units |
|-----------------|-----------------|-------------------|---------------|-----------------|
| Very Low        | 349             | 5.4               | 89            | 66              |
| Low             | 205             | 30.3              | 836           | 440             |
| Moderate        | 202             | 252.7             | 2227          | 1811            |
| Above Moderate  | 553             | 352.7             | 1475          | 1475            |
| Total Unit      | 1309            | 641.1             | 4627          | 3792            |

| Unit Approved, Permitted, and/or Built |                                   |       |                       |     |          |                |
|----------------------------------------|-----------------------------------|-------|-----------------------|-----|----------|----------------|
| Project Name                           | Status Approved/ Permitted/ Built | Total | Units by Income Level |     |          |                |
|                                        |                                   |       | Very Low              | Low | Moderate | Above Moderate |
| <b>Worthington Square Apartments</b>   | Built 2015                        | 10    |                       | X   |          |                |
| <b>Imperial Senior Apartments</b>      | Built 2015                        | 56    | X                     | X   |          |                |

The Project numbers above we obtained by contacting the Apartment manager and inquiring about what programs they had available in regards to affordable housing and the information were provided to us by Management staff from the apartment complexes. The methodology for counting these apartments towards income groups is based on the Imperial Senior Apartments

being that it is historically for “very low” income residents reflected in the pricing and the Worthington Square Apartments also has 10 units they offer under market rate for individuals with government assistance.

### **Availability of Financial Resources**

Cities have access to a variety of existing and potential funding sources available for development activities for housing to meet the needs of low-and moderate income groups. The different available and potential financial resources for the preservation and development of housing affordable to these targeted income groups, as well as the provision of housing subsidies for lower and moderate income residents in Imperial are discussed in this section. This section includes some of the most common funding sources available to support implementation of the City's housing goals and include Federal, State, and Local resources.

### **Federal Resources**

*US Department of Housing and Urban Development (HUD)*-HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. HUD is working to strengthen the housing market to bolster the economy and protect consumers; meet the need for quality affordable rental homes; utilize housing as a platform for improving quality of life; build inclusive and sustainable communities free from discrimination, and transform the way HUD does business.

- **HOME Funds:** The HOME Program was created as a result of the 1990 Cranston-Gonzales National Affordable Housing Act (NAHA). HOME is the largest Federal block grant to State and local governments designed exclusively to create affordable housing for low income households. HOME funds are awarded annually as formula grants to participating jurisdictions. The program's flexibility allows grantees to use HOME funds for grants, direct loans, loan guarantee or other forms of credit enhancement, or rental assistance or security deposit. The City of Imperial is eligible to apply to HCD for HOME funds. The HOME program was created under the National Affordable Housing Act of 1990. HCD administers the program for non-entitlement jurisdiction. HOME funds can be used for tenant-based rental assistance, property acquisition, site improvements, and other costs related to the provision of affordable housing for low-income families (under 80 percent of median income).
- **Section 8 Housing Choice Voucher Assistance:** The Section 8 program is a federal program that provides rental assistance to very low-income persons in need of affordable housing. The Section 8 Program was authorized by Congress in 1974 and developed by HUD to provide rental subsidies for eligible tenant families (including single persons)



residing in newly constructed, rehabilitated and existing rental and cooperative apartment projects. The rents of some of the residential units are subsidized by HUD under the Section 8 New Construction ("New Construction"), Substantial Rehabilitation ("Substantial Rehabilitation") and/or Loan Management Set-Aside ("LMSA") Programs. All such assistance is "project-based", i.e.; the subsidy is committed by HUD for the assisted units of a particular Mortgaged Property for a contractually determined period. The Section 8 program offers a voucher that pays the difference between the current fair market rent and what a tenant can afford to pay (e.g. 30 percent of their income). The voucher allows a tenant to choose housing that may cost above the payment standard, but the tenant must pay the extra cost. The Imperial Valley Housing Authority (IVHA) administers the Section 8 Housing Choice Voucher Program for Imperial.

### **USDA Rural Housing Service Programs (RHS)**

RHS was formerly the Farmers Home Administration (FmHA). Under Rural Housing Services, communities can access a variety of housing programs to subsidize housing and retain affordability for low and very low income households. RHS can provide direct loans and also guarantee loans for mortgages serviced by others. While RHS is mainly a direct housing mortgage program, its funds can also be used to buy and improve land as well as provide needed facilities such as water and waste disposal systems. Programs include, but are not limited to the following:

- Section 515 Rural Rental Housing Program- The Section 515 Rural Rental Housing Program provides rental assistance payments on behalf of lower-income households by 30 percent of their adjusted incomes and makeup the difference to their landlords. Imperial is an eligible locality for Section 515 financing and the program has been well utilized in the City.
- Section 502 Direct Loan Program-Under the Direct Loan Program, individuals or families receive direct financial assistance directly from the Housing and Community Facilities Programs in the form of a home loan at an affordable interest rate.

### **Environmental Constraints**

In addition to development impact fees, residential projects within the City of Imperial are also usually subject to Planning Department administration/processing ("planning") and environmental fees. These fees vary widely with each residential project as they are a result of numerous variables, such as the type of entitlements requested by the developer, the level of environmental evaluation (i.e. Exemption, Negative Declaration, Mitigated Negative Declaration [MND], or Environmental Impact Report [EIR]), and the number of acres and units proposed for development.

For example, new residential projects on a single lot and not subject to a zone change or general plan amendment may incur no planning or environmental fees aside from a site plan review fee

of \$300. Alternatively, a residential project on 50 acres with 300 lots and requiring the processing of a subdivision map, zone change/pre-zoning, general plan amendment, annexation and an EIR may be substantial as environmental studies such as an Air Quality Assessment, Traffic Study, Biological Study, Noise Study etc, could become a constraint on affordability considering specialized environmental studies range from \$10,000 to \$75,000 each and can result in Mitigated Actions or result in Environmental Impact reports that can cost well over \$100,000 to summarize findings that could trigger additional and costly mitigation measures.

All projects requiring environmental work require a minimum initial deposit payment that can be as low as \$1,000 for an MND or as high as \$15,000 for an EIR. Fees are charged at cost at a time and material basis and may necessitate additional deposits. Costs per lot are based on "economies of scale": the addition of more lots (an increase in overall density) would result in a lower fee per unit. The planning and environmental fees for the City of Imperial are comparable to the surrounding jurisdictions.

### **Opportunities for Energy Conservation**

With the passage of the Global Warming Solutions Act of 2006 (AB 32), which requires all local jurisdictions in the State to reduce their carbon dioxide emissions to 1990 levels by 2020, the City of Imperial is increasing its efforts to promote environmentally friendly building practices. Opportunities for energy conservation can be found for both existing and future housing developments by either the physical modification of current structures or the incorporation of energy conservation features on the design of new residential development consistent with Title 24. The City of Imperial includes insulation and weatherproofing, landscaping and maximizing orientation, lowering appliance consumption and maximizing on solar energy as top priorities. The City has adopted policies and action plans to further these objectives.

### **New Development Energy Conservation**

All new development requires a Title 24 Report which outlines measures to reduce energy consumption. These measures include low flow plumbing fixtures, efficient heating and cooling systems, dual pane windows, and adequate insulation and weather stripping. Proper insulation of homes could reduce the energy demand for cooling purposes especially in Imperial County where summer temperatures are known to reach 120 °F. The actual design of the units also contributes to conservation by the strategic location of windows and openings in relation to the path of the sun to minimize solar gain in the summer and maximize solar gain in the winter or the location of openings and the use of ventilating devices that take advantage of natural air flow. The use of landscaping features can also contribute to energy efficiency such as use of deciduous shade trees and other plans to protect the home. On a larger scale, new development land uses can be situated to reduce the reliance of automobiles by encouraging mixed use, infill or providing pedestrian access to commercial and recreational facilities. In addition to these construction based techniques, other modern methods include:

- Use of solar energy to heat or generate electricity;
- Use of radiant barriers on roofs to keep attics cool;
- Use of natural gas for dryers, stovetops and other home appliances;
- High efficiency coating on windows to repel summer heat and trap winter warmth.

### **Energy Conservation via Retrofitting Existing Structures**

The aforementioned energy conservation practices although common in new developments were seldom practiced during construction of older homes. Much of the older housing stock in the City is poorly insulated. Dwellings that currently have R-11 in walls and R-19 in ceilings should be upgraded to R-19 and R-30 wherever possible. Weather stripping and other weather protection measures should be implemented around doors, windows, etc. The following energy conservation measures are eligible improvements under the City's CDBG Housing Rehabilitation Program:

- R-30 Insulation in Ceilings
- R-19 Insulation in Exterior Walls
- Insulation blanketing for water heaters ( 4) 12" HD Turbine Ventilators on roofs
- Curved blade registers
- Night set-back or automatic clock thermostats
- Water saving fixtures
- Fluorescent lighting

Additionally, the non-profit organization, Campesinos Unidos, Inc., provides weatherization services to eligible low income participants in the City. The organization's two programs provide services including:

- a) minor housing envelope repairs
- b) ceiling insulation
- c) low-flow showerheads
- d) weatherstripping
- e) water heater blankets and pipe wrap
- f) duct wrap
- g) caulking
- h) switch and outlet gaskets.

These weatherization programs, funded by Southern California Gas Company and with State funds, help reduce energy use in homes and reduce household utility costs.

### **Water and Sewer Capacities for Residential Developments**

The City of Imperial lies in California's Imperial Valley, twelve miles North of the Mexican border. The City was incorporated in 1904. Water and sewer service is provided to over 5,400

accounts, serving a population of approximately 17,000 people who live both in and adjacent to the City.

The revenues from the City's water and sewer utilities are entirely derived from charges for services. The City must establish rates and charges adequate to fund the cost of providing water and wastewater services, including costs for operations and capital improvements needed to keep City's utility infrastructure in safe and reliable operating condition. Rates were last increased in 2013. The City owns a potable water distribution system that serves 5,428 accounts, 2.5% of which are outside of the City limits. It is assumed 100 new connections per year.

### Water System

The City has a single water supply. It receives raw water deliveries from the Imperial Irrigation District. The City's treatment plant can produce seven million gallons per day. The City stores two million gallons of treated water at the treatment plant, has two, two-million-gallon storage tanks and two remote booster stations.

#### Monthly Fixed Rate

| Meter |            |            |            |            |            |
|-------|------------|------------|------------|------------|------------|
| Size  | FY 2017-18 | FY 2018-19 | FY 2019-20 | FY 2020-21 | FY 2021-22 |
| 1"    | \$13.06    | \$14.12    | \$15.16    | \$15.77    | \$16.41    |
| 1 ½"  | 16.86      | 21.72      | 26.57      | 27.64      | 28.75      |
| 2"    | 21.42      | 30.84      | 40.24      | 41.85      | 43.53      |
| 3"    | 33.59      | 55.18      | 76.75      | 79.82      | 83.02      |
| 4"    | 47.27      | 82.54      | 117.81     | 122.53     | 127.44     |
| 6"    | \$85.29    | \$158.58   | \$231.87   | \$241.15   | \$250.80   |

#### Quantity Rate per Hundred Cubic Feet (HCF):

| Cubic Feet | FY 2017-18 | FY 2018-19 | FY 2019-20 | FY 2020-21 | FY 2021-22 |
|------------|------------|------------|------------|------------|------------|
| All Usage  | \$3.36     | \$3.57     | \$3.75     | \$3.90     | \$4.06     |

### Wastewater System

The City also owns and operates a wastewater system which includes the wastewater treatment plant and the collection system. The City's wastewater system has large infrastructure repair and replacement projects planned in the next five years. The largest project is replacing the wastewater treatment plant. The plant was built in the sixties and has served long past its useful life.

#### Sewer Rates, FY 2017-18 through FY 2021-22:

**Annual Rate Per Equivalent Domestic Unit, Single-Family Residential Users**

| User Class    | FY 2017-18 | FY 2018-19 | FY 2019-20 | FY 2020-21 | FY 2021-22 |
|---------------|------------|------------|------------|------------|------------|
| Single-Family | \$56.45    | \$60.41    | \$64.64    | \$67.23    | \$69.92    |

**Annual Rate Per Equivalent Domestic Unit, Multi-Family Residential Users**

| User Class   | FY 2017-18 | FY 2018-19 | FY 2019-20 | FY 2020-21 | FY 2021-22 |
|--------------|------------|------------|------------|------------|------------|
| Multi-Family | \$48.39    | \$51.78    | \$55.41    | \$57.63    |            |

## City of Imperial

**Water Growth Calculations:**

| Metered Water Demand     | FY 17-18     | FY18-19      | FY19-20      | FY20-21      | FY21-22      |
|--------------------------|--------------|--------------|--------------|--------------|--------------|
| Demand (HCF)             | 1,017,620    | 1,036,028    | 1,054,437    | 1,072,845    | 1,091,253    |
| Demand (AF)              | 2,336        | 2,378        | 2,421        | 2,463        | 2,505        |
| Customers                | 5,428        | 5,528        | 5,628        | 5,728        | 5,828        |
| Additional Customers     | 100          | 100          | 100          | 100          | 100          |
| Total Customers          | 5,528        | 5,628        | 5,728        | 5,828        | 5,928        |
| Consumption per Customer | 184          | 184          | 184          | 184          | 184          |
| <b>Growth</b>            | <b>1.84%</b> | <b>1.81%</b> | <b>1.78%</b> | <b>1.75%</b> | <b>1.72%</b> |

**Dry Utilities**

Subdivision-level improvement requirements are defined in the City's Municipal Code. These requirements stipulate standards for streets, sidewalks, water and sewer, drainage, curbs and gutters, utility easements, and landscaping. The City has adopted development standards that are typical and are not considered excessive or a constraint on housing development. Such improvements may be considered as a housing cost constraint if they are more costly than what is minimally required to meet health and safety standards or involve requirements that are atypical or exceptionally high relative to other jurisdictions in the vicinity. In Imperial, dry utilities infrastructure impacts the housing costs, because this infrastructure is largely privately funded, the cost of construction is likely to be passed on to future homeowners in the area. This makes it less feasible to construct affordable housing in this area. Infrastructure Capacity (Electricity, gas, phone and internet) is available on all sites and sufficient to serve any existing and proposed residential land use changes.

Implementation of the General Plan will increase use of electricity in the Planning Area, particularly the demand for electricity to light, heat, and air condition residential, commercial, and business development. The City has proactively planned for future growth in energy use and demand. One of most notable achievement is the commitment to an Energy Conservation and meeting all mandatory compliance obligations.

The protection of the natural and built environment to ensure sustainable communities and conserve natural resources is one of the foremost challenges facing communities across the country. Rising energy costs, dependence on fossil fuels, and increasing evidence of the adverse impacts of global warming have provoked the need in California and nationwide to improve energy management and resource conservation strategies

The City of Imperial continues to take a leadership role in developing and implementing resource conservation programs addressing water resources, renewable energy sources, and other efforts toward becoming a green and sustainable city.

## **Priority for Water and Sewer**

### **Requisite Analysis**

Per Chapter 727, Statutes of 2004 (SB 1087), upon completion of an amended or adopted housing element, a local government is responsible for immediately distributing a copy of the housing element to area water and sewer providers. In addition, water and sewer providers must grant priority for service allocations to proposed developments that include housing units affordable to lower-income households. Chapter 727 was enacted to improve the effectiveness of the law in facilitating housing development for lower-income families and workers.

The City of Imperial will be meeting with the Imperial Irrigation District within the month of adoption of the Housing Element in hope to create an agreement for water and sewer priority services.

## **Constraints on Housing Production**

The provision of an adequate and range of housing opportunities to address the identified needs in the community is an important goal for the City of Imperial. However, many factors can constrain the development, maintenance, and Improvement of housing. These include governmental constraints such as codes and development standards and non-governmental constraints including market, physical and environmental constraints. The local jurisdiction, or the City of Imperial, may have control over some of the governmental constraints as these are typically applied by the City itself. Non-governmental constraints on the other hand are market driven and are therefore much more difficult for the City to control, if at all. The City can, however, make available housing programs to its local residents that can assist overcoming these

non-governmental types of constraints. This section addresses the potential constraints that may affect the supply and cost of housing In the City of Imperial.

**Land Costs**

The cost of raw land typically accounts for a large share of total housing production costs. Increased land costs appear to be one of the major contributing factors to the rapid rise in housing prices and rents. Land costs vary depending on whether the site is vacant or have an existing use that must be removed or whether the site has physical or environmental Issues that must be mitigated (I.e. steep slopes, soil stability, seismic hazards or flooding). The proximity and availability to infrastructure is also an important driver of land values and costs. According to 2013 statistics from the National Association of Home Builders, Single Family Price & Cost Breakdowns, land costs typically account for 18.6 percent of the total sales price for new single-family units. Supply and demand is an important factor on land cost and the shortage of developable land can drive up the demand and cost of housing construction. There is plenty of residential land within the City of Imperial that is vacant or not fully built-out. Listings for vacant acreage surrounding the City ranged from \$25,000 to \$65,000 acre. In essence, land cost In Imperial is low and not considered to be a significant constraint In providing for affordable housing. Nonetheless, the City of Imperial does extend density bonuses to developers constructing affordable housing. The City intends to adopt this practice as a formal policy and no additional Program is warranted at this time to mitigate land costs.

**Construction Cost**

Construction costs vary widely according to the type of development. Construction of Multi-family housing is generally less expensive than single-family homes on a per-unit basis. However, wide variation within each construction type exists depending on the size of the unit and the number of quality amenities provided. Amenities such as fireplaces, swimming pools, tiling and other Interior features can significantly Increase construction costs. Another factor related to construction costs is the number of units built at one time. As the number Increases, overall costs generally decrease as builders are able to take advantage of economies of scale. This type of cost reduction is of particular benefit when density bonuses are used for the provision of affordable housing as previously noted. Currently the City of Imperial does not have any ordinances or programs in effect that assist with “construction costs” for developers.

The International Code Council (ICC) biannually updates Building Valuation Data (BVD) which provides the "average" construction costs per square foot. The square foot construction cost provided by the ICC does not include the price of the land on which the building is built. It does however take into account everything from site and foundation work to the roof structure and coverings. In 2012, based on good quality construction (above the minimum required by State and local building codes), the average per square foot cost for good quality housing was

approximately \$110.68 for multi-family housing (Type VB) and \$120.75 for single-family homes (Type VB). A reduction in amenities and the quality of building materials (above a minimum acceptability for health, safety, and adequate performance) could result in lower sales prices. In addition, manufactured housing may provide for lower priced housing by reducing construction and labor cost.

#### City of Imperial New Construction Home Costs-2018

| Developer/<br>Development        | Bedrooms<br>(Bathrooms) | Price Range         | Cost for CFD<br>Buyout | Financial Cost<br>Including CFD |
|----------------------------------|-------------------------|---------------------|------------------------|---------------------------------|
| Victoria Ranch/<br>Tuscany Homes | 3-5<br>(2-3.5)          | \$313,065-371,040   | No CFD                 | \$313,065-371,040               |
| Victoria Ranch/<br>Cambria       | 3-4<br>(2.5-3)          | \$248,040-\$287,290 | No CFD                 | \$248,040-\$287,290             |
| Victoria Ranch/<br>Victoria Park | 2-4<br>(2)              | \$255,990-\$279,990 | \$19,883-<br>\$26,752  | \$275,873-\$306,742             |
| Pacific West/<br>Vista del Valle | 3-5<br>(2-3)            | \$288,855-\$360,650 | No CFD                 | \$288,855-\$360,650             |
| Rusell Court/<br>Nance Homes     | 3-4<br>(2)              | \$257,000-\$269,000 | No CFD                 | \$257,000-\$269,000             |

Source: Developer Sales Contacts

City of Imperial New Construction for Multifamily Units Cost

#### Availability of Financing

The extent of housing development, population growth, and new households are conversely, major determinants of home sale prices. An increase in population usually requires a corresponding increase in housing development. The City of Imperial housing development has kept pace with the population growth in the City and in the County and has attracted residents that would have otherwise gone to neighboring communities with more attractive housing options.

#### **Market Financing**

The City of Imperial currently does not have any active financing programs available for housing but there are local public and private entities that individuals of all income levels have access to for home buying purposes. There are Section 8 programs through-out the Imperial County available to individuals who qualify.

**Low Income Housing Tax Credits** (LIHTC) has become a critical source of capital for affordable housing developments targeting low and very low income households. Competition for tax credits is highly competitive and developers have to seek other forms of subsidies. The City utilizes a variety of funding sources to provide supplemental financing for subsidized



housing developments, including the Community Development Block Grant (CDBG). The City has further lost one important leveraging source in the Redevelopment Housing set-aside. Although financing costs impact project feasibility, these problems are generally equal across jurisdictions and thus are not a unique constraint to housing production in Imperial. Implementation of these subsidy programs will help offset some of the referenced challenges.

### **Mortgage Financing-2019**

Currently, mortgages and interest rates in Imperial County are as follows. The median home value in Imperial is \$256,400. Imperial home values have gone up 1.8% over the past year and Zillow predicts they will rise 3.7% within the next year. The median price of homes currently listed in Imperial is \$264,420 while the median price of homes that sold is \$274,200 (Zillow Site).

Mortgage delinquency is the first step in the foreclosure process. This is when a homeowner fails to make a mortgage payment. The percent of delinquent mortgages in Imperial is 1.0%, which is lower than the national value of 1.1%. With U.S. home values having fallen by more than 20% nationally from their peak in 2007 until their trough in late 2011, many homeowners are now underwater on their mortgages, meaning they owe more than their home is worth. The percent of Imperial homeowners underwater on their mortgage is 10.7%, which is lower than El Centro Metro at 13.9% (Zillow Site).

### **Assisted Housing at Risk of Conversion to Market Rate**

Existing housing that receives governmental assistance or obtained a governmental subsidy for the construction of, is often a significant source of affordable housing in many communities. State housing element law requires cities to prepare an inventory of all assisted housing units that are available or at risk to convert to non-low income housing due to termination of subsidy contract, mortgage prepayment, and/or expiring use restrictions. State law requires the following:

- An inventory of restricted low income housing project and their potential for conversion;
- An analysis of the costs of preserving and/or replacing "at risk" units and a comparison of these costs;
- An analysis of the organizational and financial resources available for preserving and/or replacing the units at risk and;
- Programs for preserving "at risk" units.

At this time, Imperial has only three publicly assisted housing projects located in the City, two of which are senior housing apartments. **Table7 -City of Imperial Inventory of Assisted Rental Housing** identifies each of the assisted developments and the earliest date of conversion. As

noted in the table it is not anticipated that any of the units be "at risk" of conversion until sometime in the year 2049 or thereafter, however, the City plans to monitor the subsidized units to continue their affordability to lower income households.

#### **Inventory of Assisted Rental Housing**

| <b>Project Name</b>                 | <b>Assisted Units</b> | <b>Funding Sources</b>          | <b>Earliest Date of Conversion</b> | <b>At Risk Status</b> |
|-------------------------------------|-----------------------|---------------------------------|------------------------------------|-----------------------|
| Imperial Villa Apartments (Senior)  | 39                    | USDA R.H.S (SECTION SIS)        | 2049                               | NO                    |
| Imperial Garden Apartments (Senior) | 76                    | LIHTCH (2% Allocation) AHP/HOME | 2037                               | NO                    |
| Villa Lara Apartments               | 79                    | LIHTC (2% Allocation)           | 2032                               | NO                    |
| <b>TOTAL UNITS</b>                  | <b>194</b>            |                                 |                                    |                       |

Source: USDA Rural Housing Services (R.H.S) formerly FmHA

### **Regional Housing Needs**

As previously discussed, the Southern California Association of Governments (SCAG) is responsible for developing the Regional Housing Needs Assessment (RHNA) for Imperial Valley, which assigns a share of the region's future housing need to each jurisdiction in the County. SCAG adopted the RHNA in October of 2012 under which it was determined that the regional share of housing needs allocated to the City of Imperial is 1,309 new units for the projection period between January 2014 and June 2021.

#### **Regional Housing Needs Assessment**

An overview of the Regional Housing Needs Assessment (RHNA) or "fair share" of housing needs for all income groups, as determined by the regional Council of Governments (COG), was provided in the introduction of this Housing Element. RHNA or Regional Housing Needs Assessment refers to the share of the region's housing growth that has been projected and allocated to a community by income group. In brief, the Southern California Association of Governments (SCAG) is the COG that calculates future housing need based upon projected household growth, plus a certain amount of units needed to account for normal and appropriate level of vacancies and the replacement of units lost to conversion or demolition. In allocating the region's future housing needs to jurisdictions, SCAG considers the following factors:

- Market demand for housing
- Employment Opportunities
- Availability of suitable sites and public facilities
- Commuting patterns

- Type and tenure of housing
- Loss of units in assisted housing developments
- Over-concentration of lower-income households
- Geological and topographical constraints

In October 2012, SCAG adopted a Regional Housing Needs Assessment (RHNA) for its member jurisdictions. A total of 16,551 household units were distributed to the eight (8) local jurisdictions of which 7.9 % was allocated to the City of Imperial. Table 8- City of Imperial 2014-2021 RHNA by Income Category, provides a breakdown of Imperial's share of future regional housing needs, as determined by SCAG, by the following four income categories: Very Low, Low, Moderate and Above Moderate. As indicated by the table, the regional share of housing needs allocated to the City of Imperial is 1,309 new units over the 8 year planning period.

### **City of Imperial-Ordinance No. 781**

During December 2014 the City Council approved Ordinance No. 781 to include the following items within the City Code. Since then, there have not been ordinances adopted by the city for other types of inclusionary efforts other than those that have been passed and mandated by the State of California.

*AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL  
AMENDING CHAPTER 24.01, 24.03, and 24.05 OF THE IMPERIAL ZONING  
ORDINANCE, ADOPTING REGULATIONS FOR EMERGENCY SHELTERS,  
TRANSITIONAL AND SUPPORTIVE HOUSING, AND  
EMPLOYEE/FARMWORKER HOUSING.*

- a). Emergency Shelter- Housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person, where no individual or household may be denied emergency shelter because of an inability to pay; as defined and used in Section 50801 (e) of the California Health and Safety Code.
- b). Supportive Housing- Housing with no limit on length of stay, that is occupied by persons and families who were homeless when approved for tenancy in the supportive housing project in which they currently reside, and that is linked to onsite or offsite services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community; as defined by Section 50675.14 of the Health and Safety Code.
- c). Transitional Housing- A building or buildings configured as rental housing developments, but operated under program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program recipient at some predetermined future point in time, which shall be no less than six months; as defined in Section 50675.2 of Health and Safety Code. Transitional Housing does not include state licensed residential care facilities, also referred to as care homes.



## **Governmental Constraints**

Local policies and regulations can Impact the price and availability of housing and, in particular, the provision of affordable housing. Unlike, the previous non-governmental constraints, land use controls, site improvement requirements, fees and exactions, permit processing procedures, and other factors may constrain the maintenance, development and Improvement of housing. This section discusses potential constraints as well as policies that encourage housing development in Imperial. Topics discussed In this section include the following:

- Land Use Controls
- Residential Development Standards
- Infrastructure Improvements and Public Service Constraints
- Development Fees and Exactions
- Development Permit Procedures
- Building Permit Procedures and Code Enforcement
- Public Policy Constraints

The City of Imperial has not had to deal with “NIMBYism” during this Planning Cycle-yet. Usually, the City of Imperials resident’s character tends to be one of inclusion and strong family morals, regardless of socioeconomic backgrounds. That is the character of this small town and the residents display the desire for growth and development within their City.

## **Non-Governmental Constraints**

Land costs, construction costs, and market financing contribute to the cost of housing reinvestment, and can potentially hinder the production of new housing development and adversely affect housing affordability. The City of Imperial updated all the “Development and Land Use Fees” during 2018. The City has the lowest development and land use fees when compared to neighboring cities. The City Councils vision and direction are that of which keep the fees low in efforts to better serve our citizens and promote all types of residential growth. Fees are an important tool, that the City of Imperial utilizes in efforts to balance the non-governmental constraints that affect development. Definitions of housing affordability can vary but in general, households should pay no more than 30 percent of its monthly income on housing costs. Households that pay more than this are considered "housing-cost burdened" and households that pay more than 50 percent are considered "severely housing-cost burdened." As previously noted in City of Imperial Household Overpayment by Income and Tenure Chart, approximately 42 percent of City households pay more than 30 percent of their income on housing cost, the majority residing in owner occupied homes. The following are some of the factors that affect housing costs and affordability. Although many constraints are driven by market conditions, jurisdictions have some leverage in instituting policies and programs to address such constraints which is why each should be examined carefully.

## **Land Use Control and Residential Development Standards**

The Land Use Element of the Imperial General Plan sets forth the policies that guide residential development in the City. The City last revised the General Plan Land Use Plan in 1992. The residential designations and their corresponding densities include the following:

- Residential Rural - 0.5-1.0 U/A
- Residential Low Density - 1.0-2.0 U/A
- Residential Single Family - 2.0-5.0 U/A
- Residential Condominium - 5.0-30.0U/A
- Residential Apartments - 20.0-30.0 U/A
- Planned Unit Development- 20.00-30.00 U/A
- Mobile Home Park- 7.0 U/A

The City's residential land use designations provide for the development of a wide range of housing types including single-family dwellings, mobile homes, manufactured housing, condominiums, multi-family units at various densities, and includes mixed use development (commercial/residential) for areas in the downtown Village Commercial Zone. Therefore, the land use regulations are not considered a constraint to residential development. The Residential Commercial Mixed-Use designation allows for multi-family residential units within areas of Imperial Downtown also designated for commercial uses.

Zoning regulations are designed to protect and promote the health, safety, and general welfare of Imperial residents and to preserve the character and integrity of existing neighborhoods. The Imperial Zoning Ordinance provides for the following residential districts:

**Residential Rural- (RR):** This zone is intended as an area for very low density residential uses with minimum lot sizes of one (1) acre and maximum densities of 1.0 unit per net acre. It is intended to permit the continuation of agricultural and farm uses while allowing the development of single family residential. Additional uses are permitted that are complementary to, and can exist in harmony with, a rural residential neighborhood.

**Residential Low Density-(RL):** This zone is intended as an area for low density residential use with a minimum lot size of 20,000 square feet and maximum density of 2.0 units per net acre. This zone is a transitional area outside of the critical area of the Imperial County Airport but still within the rural portions of the City.

**Residential Single Family -(R-1):** This zone is intended as an area for single family residential development on minimum lot sizes of 6,500 square feet and maximum densities of 6.0 units per

net acre. Additional uses are permitted that are complementary to, and can exist In harmony with, a single family residential neighborhood.

**Residential Condominium-(RC):** This zone is intended as an area for the development of Residential Condominiums with provisions for adequate light, air, open space and landscaped areas at a maximum density of 20 units per net acre. Additional uses are permitted that are complementary to, and can exist In harmony with, a residential condominium development.

**Residential Apartment-(RA):** This zone is intended as an area for the development of Residential Apartments with provisions for adequate light, air, open space and landscaped areas at a maximum density of 30 units per net acre. Additional uses are permitted that are complementary to, and can exist in harmony with, a residential apartment development.

**Mobile Home Park-(MHP):** The Mobile Home Park Zone is intended for the exclusive development of mobile home parks with a maximum density of 7 units per net acre. Additional uses are permitted that are complementary to, and can exist in harmony with, a mobile home park development.

**Village Commercial-(VC):** This zone is intended for village commercial uses in the downtown area, a centralized area unified by architectural, landscaping design and development standards. Mixed use developments combining residential uses and permitted non-residential uses are allowed without a CUP.

The City of Imperial's adopted policies and zoning regulations control the amount and distribution of land allocated for different land uses in the City. The City of Imperial Zoning and Residential Development Standards depicted in the chart below are not overly restrictive and do not pose a constraint on housing development and affordability.



### City of Imperial Residential Development Standards

| General Requirements                            | RR                                      | RL     | R-1   | RC                     | RA                     |
|-------------------------------------------------|-----------------------------------------|--------|-------|------------------------|------------------------|
| 1. Density-maximum units per net acre.          | 0.5-1.0                                 | 2.0    | 6.0   | 12-20*                 | 20-30*                 |
| 2. Net lot area (in sq.ft.)                     | 1 acre                                  | 20,000 | 6,000 | 7,500                  | 7,500                  |
| 3. a) Lot width (in feet)                       | 110                                     | 100    | 65    | 150 int.<br>70 corner  | 150 int.<br>165 corner |
| b) Cul-de-sac or odd shaped lot width (in feet) | 30                                      | 30     | 30    | -----                  | -----                  |
| c) Flag Lots                                    | 20                                      | 20     | 20    | -----                  | -----                  |
| 4. Lot Depth (in feet)                          | 150                                     | 150    | 100   | 100 int.<br>150 corner | 165 int.<br>135 corner |
| 5. Front Yard Setback                           | 40                                      | 30     | 20    | 20                     | 20                     |
| 6. Side Yard Setback                            | 20                                      | 15     | 5     | 15                     | 10                     |
| 7. Side Yard Setback- street side               | 20                                      | 15     | 10    | 20                     | 20                     |
| 8. Rear Yard Setback (in feet)                  | 50                                      | 40     | 10    | 20                     | 10                     |
| 9. Lot Coverage, maximum                        | 35%                                     | 35%    | 50%   | 50%                    | 60%                    |
| 10. Building and structure height (in feet)     | 35 feet or 2 stories, whichever is less |        |       |                        |                        |

In the RC and RA zones, approval of projects at the maximum density shall only be given on the basis that the project exceeds the standards of the zone and the General Plan. Any density beyond the minimum permitted by the zone will require Planning Commission and City Council approval.

The City of Imperial's adopted policies and zoning regulations control the amount and distribution of land allocated for different land uses in the City. The City of Imperial Zoning and Residential Development Standards depicted in Table above are not overly restrictive and do not pose a constraint on housing development and affordability. Nonetheless, the City has will continue to adopt as action item an amendment to the zoning code to allow up to three stories in the Residential Condominium Zone, Residential Apartment Zone and for multi-family housing in the Planned Unit Development Zones and will remove the requirement of Planning Commission approval for the maximum densities in these zones in an effort to facilitate housing opportunities for lower income households. The City uses the default density development standards when it comes to developing below the density standards. There has yet to be a developer that requests to develop below the ordained densities. But, if and when there is a request to develop below the development standards for said zone, the request would be processed through the Planning Commission and the City Council for approval first. That process usually would take between 2 to 3 months. Then building permit review, per state law is given 30 days for the initial building permit application review for development



**Parking Requirements for Residential Zones**

| Zone                            | RR | RL | R-1 | RC                                              | RA                                               |
|---------------------------------|----|----|-----|-------------------------------------------------|--------------------------------------------------|
| Covered Parking Spaces per Unit | 2  | 2  | 2   | 1.0 space (1 garage)/ studios or 1 bedroom unit | 1.0 space (1 covered)/ studios or 1 bedroom unit |
|                                 |    |    |     | 1.5 spaces (2 garages)/ 2 bedroom unit          | 1.5 spaces (1 covered)/ 2 bedroom unit           |
|                                 |    |    |     | 2.0 spaces (2 garages)/ 3 bedroom > unit        | 2.0 spaces (1 covered)/ 3 bedroom > unit         |

**Household Size and Overcrowding**

It is important to understand that the size of a household will change over time due to unpredictable circumstances such as marriage, divorce, growth of family, job movement, etc. Household size, nevertheless, is an important indicator of housing need. According to the US Census, the average household size in 2000 was 3.26 persons per household for the City of Imperial. By 2010, the US Census estimated that the persons per household statistics had increased to 3.34 persons per household, the same as the County but higher than the State's 2.9 persons per household figure. Larger households have special housing needs, as they tend to have higher incidences of overcrowding and may identify a need for larger units. "Overcrowded" is defined as over 1 persons occupying a room, excluding bathrooms, kitchens, hallways, and porches. "Severely overcrowded" is defined as more than 1.5 persons occupying a room and overcrowding usually results from a lack of availability or affordability of appropriate housing units.

| City of Imperial |                     | State of California |
|------------------|---------------------|---------------------|
| Persons Per Room | Household & Percent | Percent             |
| 1.00 or less     | 4217/95.2%          | 91.8%               |
| 1.01 to 1.50     | 162/3.7%            | 5.3%                |
| 1.51 or more     | 51/1.1%             | 2.9%                |
| TOTAL            | 4430/100%           | 100%                |

**Housing Types Permitted by Zone**

| Residential Use                                          | ZONE |     |     |     |     |                |     |     |
|----------------------------------------------------------|------|-----|-----|-----|-----|----------------|-----|-----|
|                                                          | RR   | RL  | R-1 | RC  | RA  | MHP            | C2  | VC  |
| Single Family Unit                                       | P    | P   | P   | P   | P   | P <sup>1</sup> | X   | X   |
| Second Single Family Unit                                | CUP  | CUP | CUP | CUP | CUP | X              | X   | X   |
| Accessory Unit w/o Kitchen                               | P    | P   | P   | P   | P   | X              | X   | X   |
| Mobile Home <sup>2</sup>                                 | P    | P   | P   | X   | X   | P              | X   | X   |
| Duplex                                                   | X    | X   | X   | CUP | CUP | X              | X   | X   |
| Multiple Dwellings-Rental                                | X    | X   | X   | P   | P   | X              | X   | X   |
| Multiple Dwellings-Condo                                 | X    | X   | X   | CUP | X   | X              | X   | X   |
| Group Homes Under six (6) people                         | P    | P   | P   | P   | P   | X              | X   | X   |
| Group Residential <sup>3</sup>                           | X    | X   | X   | CUP | CUP | X              | CUP | CUP |
| Convalescent Homes <sup>4</sup>                          | CUP  | CUP | CUP | CUP | CUP | X              | CUP | X   |
| Transitional and Supportive Housing under six (6) people | P    | P   | P   | P   | P   | X              | X   | X   |
| Transitional and Supportive Housing over six (6) people  | X    | X   | CUP | CUP | CUP | X              | X   | X   |
| Emergency Shelter                                        | X    | X   | X   | X   | X   | X              | P   | X   |
| Mixed Uses<br>(Residential/Commercial)                   | X    | X   | X   | X   | X   | X              | X   | P   |

X=Not listed as Permitted Use

P=Permitted

CUP=Conditional Use Permit

<sup>1</sup>Single Family Dwelling used for caretakers when located on the same site<sup>2</sup>Mobile Home on individual lots and permanent foundations<sup>3</sup>Includes Homeless Shelters, Transitional Housing, Boarding or Rooming Homes, and Retirement Homes<sup>4</sup>Sites must be two net acres or greater in size***Housing for Persons with Disabilities/Group Care Facilities –***

The Lanterman Development Disabilities Service Act of the California Welfare and Institutions Code declares that mentally and physically disabled persons are entitled to live in normal residential surroundings. The use of Can bCanproperty for the care of six or fewer persons with disabilities is a residential use for the purpose of zoning. A State-authorized or certified family care home, foster home, or group home serving six or fewer persons with disabilities or depended or neglected children on a 24-hour-a-day basis is considered a residential use that is permitted in all residential zones. Under the State Lanterman Act, small residential facilities for six or fewer persons must be treated as regular residential uses and permitted by right in all residential districts. The City will need to amend its Zoning Ordinance to comply with this State law. The City's land use policies and zoning provisions do not constrain the development of such housing but they are not currently listed as a use allowed by right in the RC, RA, VC and C-2 Zones and not listed as an allowed use in the RR, RL and R-1 Zones. Group homes serving

up to six persons are currently permitted and allowed in all residential zones, even without the language in the zoning code. Action #3.1.6 continues to place this code amendment as an objective to formally adopt the language changes. To better facilitate the development of housing for persons with disabilities, the City will clarify the definitions of "group residential" and "group care facilities" in its zoning code and ensure that group facilities for six people or less are permitted by right per Health and Safety Code Sections 1267.8, 1566.3, and 1568.08. The amendment will further include provisions for facilities serving more than six people to be allowed with a conditional use permit in the following zones: R-1, RC, RA, VC and C-2.

The City further makes reasonable accommodations (i.e. modifications or exceptions) from their zoning laws and other land use regulations when such accommodations may be necessary to afford disabled persons an equal opportunity to use and enjoy a dwelling such as waiving a setback requirement. The City also encourages residential retrofitting to increase the suitability of homes for persons with disabilities in compliance with accessibility requirements and ensures that new housing developments comply with California building standards (Title 24 of the California Code of Regulations) and federal requirements for accessibility. The City does not impose special permit procedures or requirements that could impede the retrofitting of homes for accessibility. Requests for special structures or appurtenances (i.e., access ramps or lifts) needed by persons with physical disabilities are allowed without a variance or encroachment permit and are not considered structures subject to setback requirements.

The City of Imperial has not identified any zoning or other land-use regulatory practices that could discriminate against persons with disabilities and impede the availability of such housing for these individuals or groups of individuals. For example, the City does not restrict occupancy of unrelated individuals in group homes. Also, the City permits housing for special needs groups, including for individuals with disabilities, without regard to distances between such uses or the number of uses in any part of the City. In addition, the Land Use Element of the General Plan does not restrict the siting of special needs housing. Please see the attached ordinance (attachment #) that was adopted by the City of Imperial in 2014 for the following special needs housing:

- Emergency Shelters
- Transitional and Supportive Housing
- Employee/Farmworker Housing

### **Special Housing Needs Constraints**

State law (SB 2) enacted in 2007 allowed for regulatory flexibility for special housing developments such as emergency shelters, transitional and supporting housing. Some housing types are allowed by right and others are allowed with a conditional use permit. Conditions of approval for developments may include special requirements for yards, fences, walls,

landscaping, dedications, hours of operation and control of potential nuisances as may be deemed appropriate by the Planning Commission. Although the Zoning Code may not be update to reflect the most current State policies with respect to special housing groups the City of Imperial applies the allowances per State code.

**Housing for Persons with Disabilities/ Group Care Facilities**

The Lanterman Development Disabilities Service Act of the California Welfare and Institutions Code declares that mentally and physically disabled persons are entitled to live in normal residential surroundings. The use of property for the care of six or fewer persons with disabilities is a residential use for the purpose of zoning. A State-authorized or certified family care home, foster home, or group home serving six or fewer persons with disabilities or depended or neglected children on a 24-hour-a-day basis is considered a residential use that is permitted in all residential zones. Under the State Lanterman Act, small residential facilities for six or fewer persons must be treated as regular residential uses and permitted by right in all residential districts. The City will need to amend Its Zoning Ordinance to comply with this state law. The City's land use policies and zoning provisions do not constrain the development of such housing but they are not currently listed as a use allowed by right in the RC, RA, VC and C-2 Zones and not listed as an allowed use in the RR, RL and R-1 Zones. Group homes serving up to six persons are currently permitted and allowed in all residential zones, even without the language in the zoning code.

**Public Infrastructure Improvements and Service Constraints**

Another factor adding to the cost of new construction is the availability of adequate infrastructure - major and local streets; curb, gutters, and sidewalks; water and sewer lines; and street lighting - which if lacking or substandard are required to be built or installed along in new residential development and the developers are responsible for all on-site improvements and half width Improvements on adjacent roadways under most situations. These public improvements are typically dedicated to the City, which is then responsible for their continued operation and maintenance. The cost of these facilities is borne by the developer, added to the cost of new housing units, and eventually passed onto the homebuyer or property owner.

These issues are periodically analyzed as part of the City's Service Area Plan, the City's capital Improvement Program, or as project specific demands arise with new development. The City's Service Area Plan was last updated on June 26, 2008. Records reviewed in 2014 suggest there is sufficient water and sewer capacity to accommodate the 2008-2021 population projections. While any identified infrastructure Improvement needs may add to the cost of housing development, they are typical improvements needed for most developments throughout the region and should not constrain housing development in Imperial.

**Development Impact Fees and Exactions**

Like cities throughout California, City of Imperial collects development fees to recover the capital costs of providing community services and the administrative costs associated with processing applications. New housing typically requires payment of the following fees: school impact, park in-lieu, sewer and water connection and, building permit; and a variety of handling and service charges. These fees comprise a significant part of housing costs in the City. In addition, subdivisions and multifamily projects may incur the cost of preparing environmental impact reports, traffic studies, soils reports, and filing fees for tentative and final maps. Fees, land dedications, or improvements are also required in most instances to provide an adequate supply of public parkland and to provide necessary public works (streets, sewers, and storm drains) to support the new development.

While such costs are charged to the developer, most, if not all, additional costs are passed to the ultimate product consumer in the form of higher home prices or rents. Impact fees for residential projects shall be paid on a pro rata basis for each dwelling unit prior to certificate of occupancy. The Imperial Unified School District serves the City. The elementary and high schools operate under one administration. The School District assesses a school impact fee on all new development. The school impact fee on commercial land is \$0.61 per square foot. The fee of \$4.57 per square foot on residential land can add significantly to the cost of development. Currently, there are no exemptions from the school impact fee.

Impact fees, which are typically assessed on a per-unit basis, are often required to fund the cost of services, infrastructure and other public facilities that serve new housing developments. These fees may be on top of the off-site improvement/development requirements. In the City of Imperial, these impact fees are largely tied to major capital Improvement projects such as the Water Treatment Plant & Distribution System or the Wastewater Treatment Plant and Collection System. Like other jurisdictions, the City of Imperial charges a variety of fees and exactions during the permitting process to cover the costs of providing these necessary services and facilities. In general, these fees can be a constraint on housing development if they are excessive.

Excessive fees can limit market rate affordability because the additional cost borne by developers is simply passed on to potential borrowers and contributes to the overall increased housing unit cost.

It is notable to report, that the City of Imperial has some of the lowest Development Impact Fees within the Imperial County. That is why, even during the years affected by the housing crash, the City of Imperial continued to experience housing growth.

## 2018 Development Impact Fee Schedule

|                                                                   | Single Family Residential<br>(per dwelling unit) | Multi-Family Residential<br>(per dwelling unit) | Commercial and Industrial      |
|-------------------------------------------------------------------|--------------------------------------------------|-------------------------------------------------|--------------------------------|
| Administrative Facilities                                         | \$253.91                                         | \$253.91                                        | \$235.54<br>(per 1,000sf)      |
| Fire Facilities                                                   | \$116.32                                         | \$116.32                                        | \$107.90<br>(per 1,000sf)      |
| Law Enforcement Facilities                                        | \$242.17                                         | \$242.17                                        | \$224.65<br>(per 1,000sf)      |
| Library Facilities                                                | \$263.52                                         | \$245.14                                        | No Fee                         |
| Park Facilities                                                   | \$1,504.92                                       | \$1,399.92                                      | No Fee                         |
| Circulation Facilities                                            | \$514.76                                         | \$357.69                                        | \$22.43 per ADT                |
| Total                                                             | \$2,895.59                                       | \$2,615.16                                      | varies<br>(land use dependent) |
| Water Capacity Fees = 2,213.78 per equivalent dwelling unit (EDU) |                                                  |                                                 |                                |
| Sewer Capacity Fees = 1,844.82 per equivalent dwelling unit (EDU) |                                                  |                                                 |                                |

### Planning Fees and Environmental Constraints

In addition to development impact fees, residential projects within the City of Imperial are also usually subject to Planning Department administration/processing ("planning") and environmental fees. These fees vary widely with each residential project as they are a result of numerous variables, such as the type of entitlements requested by the developer, the level of environmental evaluation dictated by the California Environmental Quality Act (i.e. Exemption, Negative Declaration, Mitigated Negative Declaration [MND], or Environmental Impact Report [EIR]), and the number of acres and units proposed for development. For example, new residential projects on a single lot and not subject to a zone change or general plan amendment may incur no planning or environmental fees aside from a site plan review fee.

Alternatively, a residential project on 50 acres with 300 lots and requiring the processing of a subdivision map, zone change/pre-zoning, general plan amendment, annexation and an EIR may be substantial as environmental studies such as an Air Quality Assessment, Traffic Study, Biological Study, Noise Study etc, could become a constraint on affordability considering specialized environmental studies range from \$10,000 to \$75,000 each and can result in

Mitigated Actions or result in Environmental Impact reports that can cost well over \$100,000 to summarize findings that could trigger additional and costly mitigation measures.

Fees are charged at cost at a time and material basis and may necessitate additional deposits. Costs per lot are based on "economies of scale": the addition of more lots (an increase in overall density) would result in a lower fee per unit. The planning and environmental fees for the City of Imperial are comparable to the surrounding jurisdictions.

The City of Imperial, in general, has not identified any significant environmental concerns for housing development because the City is not located within close proximity to any potentially hazardous zones associated with the natural environment such as earthquake faults, flood zones, wetlands, etc. Typical to all jurisdictions in Imperial County, local environmental concerns can be tied to hydrology. Our local soils do not percolate at the rates that control run-off as required by the State. All new development is required to retain storm-water on-site before discharging into an approved conveyance system. These conditions typically demand the construction of an on-site retention basin that may take up land that could have been used for the development of housing units, thus decreasing the overall affordability of a site. These concerns are not typical to the City of Imperial and experienced by all other jurisdictions in Imperial County.

#### **Community Development Planning Land Use Fee Schedules**

- Applicant is responsible for any fees associated with the City of Imperials' City Clerk office and any department required for processing the said application from the Imperial County.
- Fire Department Fees are paid and processed separately from the Community Development Department.
- The cost for such consultants shall be a charge against the project and is in addition to the fees set forth. (Resolution 2004-05)

| <b>California Environmental Quality Act Fees</b> |           |             |
|--------------------------------------------------|-----------|-------------|
| Permit Type:                                     | Fee:      | Deposit:    |
| Certified Regulatory Program                     | \$1074.25 | -----       |
| Environmental Impact Report                      | \$923.00  | \$15,000.00 |
| Initial Study & Mitigated/Negative Declaration   | \$923.00  | \$15,000.00 |
| Notice of Exemption                              | \$187.00  | \$500.00    |



| <b>Planning Application Fees</b> |          |          |
|----------------------------------|----------|----------|
| Permit Type:                     | Fee:     | Deposit: |
| Certificate of Compliance        | \$247.00 |          |
| Home Occupation                  | \$235.00 |          |
| Lot Line Adjustment              | \$335.00 | \$500.00 |
| Lot Merger                       | \$335.00 | \$500.00 |
| Lot Split                        | \$335.00 | \$500.00 |
| Permit to preform work           | \$97.50  |          |
| Pre-Application Meeting          | \$643.00 |          |
| Time Extension                   | \$335.00 |          |
| Zoning Information Letter        | \$235.00 |          |

| <b>Planning Commission Action Application Fees</b> |            |          |
|----------------------------------------------------|------------|----------|
| Permit Type:                                       | Fee:       | Deposit: |
| Appeals to Planning Commission                     | \$530.00   | -----    |
| Conditional Use Permit                             | \$1,173.00 | \$500.00 |
| Variance Permit                                    | \$1,173.00 | \$500.00 |

| <b>Map Fees</b>                                     |                     |                           |
|-----------------------------------------------------|---------------------|---------------------------|
| Permit Type:                                        | Fee:                | Deposit:                  |
| Minor Subdivision (up to 4 parcels)                 | \$933.50            |                           |
| Tentative Parcel Map                                | \$335.00            |                           |
| Major Subdivision (more than 4 parcels)             | \$978.00            | \$15,000.00               |
| Tentative Tract Map                                 |                     |                           |
| Final Parcel Map Waiver                             | \$335.00            | \$1,000.00                |
| Final Tract Map                                     | \$978.00            | \$5,000.00                |
| <b>Planning Land Use Fee Schedules</b>              |                     |                           |
| Final Subdivision Map                               | \$978.00            | \$15,000.00               |
| Parcel Map Waiver                                   | \$335.00            |                           |
| Revision to Acreage                                 | \$1,173.00          | Consultant Fees if needed |
| Revisions to map (up to 6 months after disapproval) | 50% of original fee |                           |

### Development Permit Procedures

Development review and permit procedures are necessary steps to ensure that residential construction proceeds in an orderly manner. However, the time and cost of permit processing and review can be a constraint to housing development if they place an undue burden on the developer. The following discussion outlines the level of review required for various permits and timelines associated with those reviews.



The City of Imperial has a pre-application early consultation process for development projects to ensure that the developer understands all the City requirements. From the date a pre-application meeting is requested, the City can schedule a meeting within two weeks' time.

Applicants/developers are responsible for submitting preliminary design concepts and copies of any tentative subdivision map or site plan to the City prior to the pre-application meeting. The Community Development Director, City Engineer, Fire Chief, Public Services Director, Police Chief and City Manager are typically available for these meetings. At the meeting, City Staff discusses any of their concerns with the applicant and provides the applicant with necessary materials to avoid any misunderstandings or unnecessary delays. The City encourages developers to apply for concurrent land use entitlements.

The applicant is responsible for submitting the pertinent applications, fees and deposits, along with all the required supplementary materials. If special studies are needed, such as Traffic Impact Studies, Biological Studies, Hydrology Studies etc., they must be submitted at this time in order to deem an application complete. Once the City deems the Application complete, the City begins its environmental review process. The City follows the strict California Environmental Quality Act (CEQA) Guidelines for review and certification. The City places the project on the Planning Commission's Agenda and then on the City Council's agenda. If certain discretionary permits such as a Variance from the adopted development standards is being requested because the project applicant is unable to meet all of the development standards or the use requires a Conditional Use Permit, a meeting may be scheduled with the Planning Director for clarification.

From the time an application is deemed complete, the entire process for discretionary projects takes approximately three to four months for projects within the incorporated City Limits and approximately nine months minimum for projects with a concurrent annexation and LAFCO action. Imperial's development review process is therefore essentially streamlined and would not normally impede new residential construction. Permit processing that conforms to the adopted zoning and development standards are reviewed and processed at the staff level. The permit procedures are not onerous given the City's size and do not constrain the development or improvement or housing.

### **Building Permit Procedures and Code Enforcement**

Building Permits are processed in-house. The City implements Title 24 provisions of the most current California Building Code for the City, which includes the Uniform Plumbing Code, Uniform Mechanical Code, National Electric Code, California Fire Code, and the California Energy Code. The City does not have any locally adopted building codes. While adding to the cost of Residential development, enforcement of the California Building Code is necessary to

ensure the safety of current and future residents of Imperial and therefore is not considered an unreasonable constraint on housing production.

Due to the increasing number of aging units many of the units no longer conform to the new building code standards. There may be instances when severe neglect and deficiencies pose a serious safety concern. When a complaint is filed with the City, it is forwarded to the Building Inspector/Code Enforcement Officer to follow up on the complaint and determine if the California Building Code has been violated, or in need of enforcement, and the necessary steps to remedy the condition. Income-qualified homeowners are referred to the appropriate housing rehabilitation programs for assistance.

## CONSTRAINT FEES AND EXACTIONS

### Government Fees Collected for a Single Family Vacant Total Fee Amounts (125 Unit Subdivision)

| Fee type Processing Fees                             | Single Family      |
|------------------------------------------------------|--------------------|
| Planning                                             |                    |
| <b>Negative Declaration</b>                          | <b>\$15,923.00</b> |
| <b>Tentative Map</b>                                 | <b>\$5,933.50</b>  |
| <b>Site Plan Review</b>                              | <b>\$1,143.00</b>  |
| Total                                                | <b>\$22,999.50</b> |
| Total per Unit                                       | \$574.98           |
| Engineering                                          |                    |
| <b>Final Map</b>                                     | <b>\$15,978.00</b> |
| <b>Plancheck and Inspection*</b>                     | <b>\$55,765.00</b> |
| Total                                                | <b>\$71,743.00</b> |
| Total per Unit                                       | \$1,793.57         |
| Building and Safety                                  |                    |
| <b>Building Permit, Plan Review and Inspection**</b> | <b>\$2,875.24</b>  |
| Total per Unit                                       | \$2,875.24         |
| Development Impact Fees                              |                    |
| <b>Administrative Facilities</b>                     | <b>\$253.91</b>    |
| <b>Fire Facilities</b>                               | <b>\$116.32</b>    |
| <b>Law Enforcement Facilities</b>                    | <b>\$242.17</b>    |
| <b>Library Facilities</b>                            | <b>\$263.52</b>    |
| <b>Park Facilities</b>                               | <b>\$1,504.92</b>  |
| <b>Circulation Facilities</b>                        | <b>\$514.76</b>    |
| Total per Unit                                       | \$2,895.59         |
| Capacity Fees                                        |                    |
| <b>Water Capacity</b>                                | <b>\$2,213.78</b>  |
| <b>Sewer Capacity</b>                                | <b>\$1,844.82</b>  |
| Total per Unit                                       | \$4,058.60         |
| Total Processing Fees per Unit                       | \$12,197.98        |

\*3% of total cost estimate of improvements (40 Units on phase 1) \*\* Assumption: 1,382sq. ft. Single Family

**Government Fees Collected for a Multi-Family Vacant Total Fee Amounts (56 Unit)**

| Fee type Processing Fees                                      | Multi-Family       |
|---------------------------------------------------------------|--------------------|
| Planning                                                      |                    |
| <b>Negative Declaration</b>                                   | <b>\$15,923.00</b> |
| <b>Tentative Map</b>                                          | <b>\$5,933.50</b>  |
| <b>Site Plan Review</b>                                       | <b>\$1,143.00</b>  |
| Total                                                         | <b>\$22,999.50</b> |
| Total per Unit                                                | \$574.98           |
| Engineering                                                   |                    |
| <b>Final Map</b>                                              | <b>\$15,978.00</b> |
| <b>Plancheck and Inspection* 56 units</b>                     | <b>\$36,370.00</b> |
| Total                                                         | <b>\$52,348.00</b> |
| Total per Unit                                                | \$934.78           |
| Building and Safety                                           |                    |
| <b>Building Permit, Plan Review and Inspection** 16 units</b> | <b>\$15,697.99</b> |
| Total per Unit                                                | \$981.12           |
| Development Impact Fees                                       |                    |
| <b>Administrative Facilities</b>                              | <b>\$253.91</b>    |
| <b>Fire Facilities</b>                                        | <b>\$116.32</b>    |
| <b>Law Enforcement Facilities</b>                             | <b>\$242.17</b>    |
| <b>Library Facilities</b>                                     | <b>\$245.14</b>    |
| <b>Park Facilities</b>                                        | <b>\$1,399.92</b>  |
| <b>Circulation Facilities</b>                                 | <b>\$357.69</b>    |
| Total per Unit                                                | \$2,615.16         |
| Capacity Fees                                                 |                    |
| <b>Water Capacity</b>                                         | <b>\$2,213.78</b>  |
| <b>Sewer Capacity</b>                                         | <b>\$1,844.82</b>  |
| Total per Unit                                                | \$4,058.60         |
| Total Processing Fees per Unit                                | \$9,164.64         |

\*3% of total cost estimate of improvements (56 Units ) \*\* Assumption: 16 Units-868 sq. ft. Single Family

The next table below identifies the hypothetical fees that would be collected for a new 1,382 square foot two-story house and a 56-unit multifamily project. These fees would be approximately \$12,197.98 and \$9,164.64 per unit respectively. This represents about 16.4 percent of the total development cost for single-family unit and 8.3 percent for a multifamily unit.

**Proportion of Fee in Overall Development Cost for a Typical Residential Development**

| Development Cost for a Typical Unit                                   | New Single Family | New Multifamily  |
|-----------------------------------------------------------------------|-------------------|------------------|
| Total estimated fees per unit                                         | \$12,197.98       | \$9,164.64       |
| Typical estimated cost of development per unit                        | \$171,431.90      | \$87,037.63/Unit |
| Estimated proportion of fee cost to overall development cost per unit | 7.1%              | 10.5%            |

While fees represent a substantial part of residential construction costs, the City's fees are in line with those charged in other neighboring communities. The City has one of the lowest planning fees within the Imperial County.

A brief survey demonstrates the below average cost in planning fees charged by the City. For example, the City requires a fee of \$1,048.00 for a zone change, while all other cities' fees, except Imperial, are higher. The low fees in the City, do not act as a constraint against building affordable housing and as a result, fees have not affected the City's competitiveness for affordable housing with neighboring communities.

#### **Planning Application Fees-Surrounding Jurisdiction Single Family and Multifamily 2018**

| <b>Jurisdiction</b>     | <b>General Plan Amendment</b>  | <b>Zone Change</b>             | <b>Tentative Tract Map</b>        | <b>Variance</b>   |
|-------------------------|--------------------------------|--------------------------------|-----------------------------------|-------------------|
| <b>City of Imperial</b> | <b>\$1,048.00</b>              | <b>\$1,048.00</b>              | <b>\$978.00</b>                   | <b>\$1,173.00</b> |
| City of El Centro       | <b>\$2,564.00</b>              | <b>\$2,074.00</b>              | <b>\$1,121.00</b>                 | <b>\$867.00</b>   |
| City of Holtville       | <b>\$750.00</b>                | <b>\$5,00.00 +\$5 per acre</b> | <b>\$800.00 + \$10.00 per lot</b> | <b>\$300.00</b>   |
| City of Calexico        | <b>\$22,595.00 (estimated)</b> | <b>\$8,397.00 (estimated)</b>  | <b>\$22,839 (estimated)</b>       | <b>\$867.00</b>   |
| City of Brawley         | <b>\$2,100</b>                 | <b>\$2,000.00</b>              | <b>\$2,500.00</b>                 | <b>\$800.00</b>   |

## **2014-2021 Housing Plan**

Sections II through IV of this Housing Element establish the housing needs, constraints, and opportunities in Imperial. Section V reviewed the prior planning period's performance and evaluated the effectiveness of the implemented housing policies during that period. These findings help identify new or continuing challenges in meeting the housing needs of the community. The Housing Plan presented in this section sets forth the City's goals, policies, and programs to mitigate some of the challenges the City faces and effectively address the identified housing needs for the 2014-2021 planning period.

## **Potential Housing Issues**

Housing construction has traditionally kept pace with household growth in Imperial during the last two decades. The City boasts the highest level of housing opportunities in comparison to other jurisdictions and continues to annex attractive developable sites which have contributed to the overall housing success in the community today: large and diverse housing stock, adequate sized dwelling units, but limited affordability to lower income households. The 2014-2021 Housing Element Plan will establish and adopt goals, policies, and objectives to maintain a well-balanced community by proactively addressing potential issues in the following area:

**Housing Affordability** - A substantial portion of the owner occupied households in Imperial are overpaying for housing. According to available statistics, 45 percent of the total owner households in Imperial were overpaying for housing, while 32 percent of the total renter households were overpaying for housing.

For lower-income renters and owners, severe cost burden can require families to double up that could result in future overcrowding and related problems. The City is taking a proactive approach to ensure subsidy programs are available to low income households wishing to own their own home. This issue is addressed in actions under Goal #5.

## **Housing Goals**

The following are the goals established by the City Imperial to address the identified issues along with a brief statement of total policies and action items that have been established to meet that goal. These goals along with the respective policies and actions will establish the implementation framework to meet the desired objectives.

- Goal 1:** Seek a balance of housing opportunities appropriate for the range of jobs available and planned in the city.
- Goal 2:** Ensure that the City will provide a range of housing that varies sufficiently in terms of cost, design, size, location and tenure to meet the housing needs of all economic segments of the community at a level no greater than that which can be supported by the infrastructure.
- Goal 3:** Continue to promote housing for special needs groups.
- Goal 4:** Accommodate housing that is affordable to very low-, low- and moderate-income households.
- Goal 5:** Pursue public and private resources available to promote diverse housing opportunities, and particularly to assist in the creation of affordable housing.
- Goal 6:** Initiate all reasonable efforts to preserve, conserve and enhance the quality of existing dwelling units and residential neighborhoods to ensure full utilization of the City's existing housing resources for as long as physically and economically feasible.
- Goal 7:** Pursue sustainable development and energy efficiency for new residential development and existing housing stock.

## **Housing Goals Policies and Actions**

The goals and policies contained in the Housing Element address the identified housing needs and issues determined under the overall assessment. The objectives may be obtained through the implementation of a series of Policies targeting these issues. Housing policies define the specific actions the City will undertake to implement the specific goals. Each action is then assigned qualitative and quantitative objectives. In order to make adequate provision to the housing needs of all economic segments of the community, the Policies shall do all of the following:

- Identify adequate sites that are available, through zoning and development standards, for a range of housing types to meet the community's housing goals;
- Assist in the development of housing affordable to low and moderate income households;
- Address and, where appropriate and legally possible, remove governmental constraints on the maintenance, improvement and development of housing;
- Conserve and improve the condition of existing affordable housing stock;
- Promote equal housing opportunity; and
- Preserve the assisted housing developments identified for lower income households.

Housing actions include both current City efforts that were successful during the prior planning period, and new actions that might replace unavailable resources or that can better address the City's unmet housing needs. This section provides a description of each housing goal, policy objective, proposed action(s), implementation agency and schedule along with potential financial sources for implementation. 2014-2021 Housing Program Summary and Objectives, found at the end of this section. It provides an overview of all the actions incorporated into this Housing Plan.



## ACCOMPLISHMENTS UNDER PREVIOUSLY ADOPTED HOUSING ELEMENT:

Section 65588(a) of the Housing Element law requires that jurisdictions evaluate the effectiveness of the existing Housing Element, the appropriateness of goals, objectives, and policies, and the progress in implementing programs for the previous planning period. Therefore, this section evaluates the four-year objectives established for each housing program adopted under the previous Housing Element with the actual accomplishments met during the 2014-2018 planning period.

### **2014-2018 Housing Program Summary & Objectives (4-Year Period)**

| Prior & Current Policies                                                                                                                                                                                                                                                                           | Objective/Actions                                                                                                                        | Schedule/ Responsible Agency                           | Accomplishments                                                                                                                                                                                                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Goal#1: Seek a balance of housing opportunities appropriate for the range of jobs available and planned in the city.</b>                                                                                                                                                                        |                                                                                                                                          |                                                        |                                                                                                                                                                                                                                |
| <b>Policy 1.1.</b> Consider the effects of new employment, particularly in relation to housing demands, when new commercial or industrial development is proposed.                                                                                                                                 | <b>Action 1.1.1:</b><br>Complete a jobs/housing balance analysis and plan.                                                               | <b>December 2015</b><br><br>Community Development      | The "Jobs/Housing Analysis" was not completed. The City of Imperial was unable to fill a planning position which prevented this action from being met during this planning period and <b>action will continue.</b>             |
| <b>Goal#2: Ensure that the City will provide a range of housing that varies sufficiently in terms of cost, design, size, location and tenure to meet the housing needs of all economic segments of the community at a level no greater than that which can be supported by the infrastructure.</b> |                                                                                                                                          |                                                        |                                                                                                                                                                                                                                |
| <b>Policy 2.1.</b> Intergovernmental, public and private cooperation shall be encouraged to achieve an adequate supply of affordable housing.                                                                                                                                                      | <b>Action 2.1.1:</b> Meet the City of Imperial's RHNA goals of 1,309 units in all income categories.                                     | <b>Ongoing</b><br><br>Community Development Department | The City <b>will continue</b> to aggressively pursue housing <b>needs for the lower income. Action for this item will continue.</b>                                                                                            |
|                                                                                                                                                                                                                                                                                                    | <b>Action 2.1.2:</b> Allow developers to file concurrent applications and develop an informative brochure about the development process. | <b>Ongoing</b><br><br>Community Development Department | The "Development process" brochure has not been completed. The City of Imperial was unable to fill a planning position which prevented this action from being met during this planning period and <b>action will continue.</b> |
|                                                                                                                                                                                                                                                                                                    | <b>Action 2.1.3:</b> Continue to annex adjacent properties to the north and east of the City                                             | <b>Ongoing</b><br><br>Community Development Department | The City has not been successful in annexing residential parcels during this planning period and <b>action will continue.</b>                                                                                                  |
|                                                                                                                                                                                                                                                                                                    | <b>Action 2.1.4:</b> Ensure that annexed land will                                                                                       | <b>Ongoing</b>                                         | The City has not been successful in annexing                                                                                                                                                                                   |

|                                                                                                                                                                             |                                                                                                                                                                                                |                                                                                                                 |                                                                                                                                                                                                                                                                                                                                            |
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|                                                                                                                                                                             | accommodate a variety of housing types and uses.                                                                                                                                               | Community Development Department                                                                                | residential parcels during this planning period and <b>action will continue.</b>                                                                                                                                                                                                                                                           |
| <b>Policy 2.2.</b> Continue to promote the coordination of all jurisdictional levels responsible for health and safety to reduce crime, and promote fire and health safety. | <b>Action 2.2.1:</b> Coordinate residential development environmental review process from the Community Development, Public Works, Police, and Fire Departments                                | <b>Ongoing</b><br><br>City Manager, Community Development Department, Public Works, Police and Fire Departments | The City of Imperial has formed a Development Review and Environmental Assessment Committee that meets regularly every Tuesday of the to review all projects taking place in the city. <b>This action has been met.</b> The Development & Environmental Review Committee will continue to function but <b>this action will be removed.</b> |
| <b>Policy 2.3.</b> Ensure Zoning Code amendments to development standards and/or processing requirements do not adversely impact housing costs.                             | <b>Action 2.3.1:</b> Evaluate proposed amendments to the Zoning Code and assess impacts to affordable housing                                                                                  | <b>Ongoing</b><br><br>City Manager, Community Development Department,                                           | The City of Imperial was unable to fill a planning position which prevented this action from being met during this planning period and <b>action will continue.</b>                                                                                                                                                                        |
|                                                                                                                                                                             | <b>Action 2.3.2:</b> Amend the Zoning Ordinance to allow up to three stories in the Residential Condominium (RC), Residential Apartment (RA) and for multi-family development in the PUD zone. | <b>January 2015</b><br><br>City Manager and Community Development Department                                    | This zoning ordinance Amendment has not been completed due to staff changes. This policy is still consistent with the needs of the city and <b>will continue to be an action item.</b>                                                                                                                                                     |
|                                                                                                                                                                             | <b>Action 2.3.3:</b> Amend the Zoning Ordinance to allow by right up to 20 DU per acre in the Residential Condominium (RC) and up to 30 DU per acre in the Residential Apartment (RA) zone     | <b>January 2015</b><br><br>City Manager and Community Development Department                                    | This zoning ordinance Amendment has not been completed due to staff changes. This policy is still consistent with the needs of the city and <b>will continue to be an action item.</b>                                                                                                                                                     |
| <b>Policy 2.4.</b> The City will encourage                                                                                                                                  | <b>Action 2.4.1:</b> Promote the Village Commercial                                                                                                                                            | <b>Ongoing</b>                                                                                                  | There was limited interest expressed for residential                                                                                                                                                                                                                                                                                       |



|                                                                                                                                                                                                                             |                                                                                                                                                                             |                                                                         |                                                                                                                                                                                                   |
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| housing suitable to a variety of income levels and household sizes and types in specific plan zones, subdivision review and individual multi-family development review.                                                     | (VC) zone to developers to result in the development of 10 residential units over the planning period                                                                       | City Manager & Community Development Department                         | units in the VC Zone during this performance period but action was met and resulted in the development of 10 residential units over the planning period. This will continue to be an action item. |
|                                                                                                                                                                                                                             | <b>Action 2.4.2:</b> Amend the Zoning Ordinance to allow for second units to be allowed by right in all residential zones                                                   | <b>December 2015</b><br>City Manager & Community Development Department | This zoning ordinance amendment has not been completed due to limited staff but will continue to be an action item, but City adheres to State policy.                                             |
| <b>Policy 2.5.</b> Increase ownership opportunities for prospective first-time homebuyers through mitigation of land costs and/or financial assistance.                                                                     | <b>Action 2.5.1:</b> Maintain development that allows for affordability for first-time homebuyers and continue to participate in First Time Home Buyer Assistance Programs. | <b>Ongoing</b><br>City Manager & Community Development Department       | The City maintains acceptable development standards and will continue to encourage Program participation as a continued action item.                                                              |
|                                                                                                                                                                                                                             | <b>Action 2.5.2:</b> Continue to support the development in the PUD and Specific Plan Overlay District to ensure flexibility for affordable housing developments.           | <b>Ongoing</b><br>City Manager & Community Development Department       | Support continued, and resulted in over 200 new units in SP District, thus this action was met, but will continue to be an action item.                                                           |
| <b>Goal #3 Continue to promote housing for special needs groups.</b>                                                                                                                                                        |                                                                                                                                                                             |                                                                         |                                                                                                                                                                                                   |
| <b>Policy 3.1.</b> Encourage programs that will address the needs for housing for senior citizens, large families, farmworkers, disabled persons, single parent families, extremely low- income households and the homeless | <b>Action 3.1.1:</b> Work closely with developers of new multifamily housing to include four and five bedroom units.                                                        | <b>Ongoing</b><br>City Manager & Community Development Department       | The City maintains acceptable development standards and will continue <b>to encourage Program participation as a continued action item.</b>                                                       |
|                                                                                                                                                                                                                             | <b>Action 3.1.2:</b> Amend the Zoning Ordinance to accommodate group quarters for farmworkers of up to 36 beds and developments of up to 12 units.                          | <b>December 2015</b><br>City Manager & Community Development Department | <b>This zoning ordinance amendment has been created and action has been met, but will continue to be an action items.</b>                                                                         |
|                                                                                                                                                                                                                             | <b>Action 3.1.3:</b> Develop a formal reasonable accommodation procedure.                                                                                                   | <b>December 2015</b><br>City Manager & Community Development Department | The “Reasonable Accommodation” procedures have not been completed. The City of Imperial was unable to fill a planning position which prevented this action from being met during this             |

|                                                                                                          |                                                                                                                                                               |                                                                             |                                                                                                                                   |
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|                                                                                                          |                                                                                                                                                               |                                                                             | planning period and <b>action will continue.</b>                                                                                  |
|                                                                                                          | <b>3.1.4:</b> Amend Zoning Ordinance to clarify the definition of single-room occupancy units and to describe specific development standards for these units. | <b>January 2015</b><br><br>City Manager & Community Development Department  | <b>This zoning ordinance</b> amendment has not been completed due to limited staff but will <b>continue to be an action item.</b> |
|                                                                                                          | <b>Action 3.1.5:</b> Amend the Zoning Ordinance to include separate definitions of supportive housing and transitional housing                                | <b>December 2014</b><br><br>City Manager & Community Development Department | <b>This zoning ordinance</b> amendment has been completed and implemented, thus <b>action has been met and will be removed.</b>   |
|                                                                                                          | <b>Action 3.1.6:</b> Amend the Zoning Ordinance to permit Group Care Facilities for six or fewer persons in all residential zones                             | <b>December 2014</b><br><br>City Manager & Community Development Department | <b>This zoning ordinance</b> amendment has been completed and implemented, thus <b>action has been met and will be removed.</b>   |
|                                                                                                          | <b>Action 3.1.7 Summary:</b> Amend the Zoning Ordinance to explicitly define Emergency Shelters and their allowance in the Commercial General (C-2) zone.     | <b>December 2014</b><br><br>City Manager & Community Development Department | <b>This zoning ordinance</b> amendment has been completed and implemented, thus <b>action has been met and will be removed.</b>   |
|                                                                                                          | <b>Action 3.1.8 Summary:</b> Market the City for diverse senior housing development.                                                                          | <b>December 2015</b><br><br>City Manager & Community Development Department | Due to limited planning staff, action has not been met and <b>will continue to be an action item.</b>                             |
| <b>Goal#4: Accommodate housing that is affordable to very low-, low- and moderate-income households.</b> |                                                                                                                                                               |                                                                             |                                                                                                                                   |
| <b>Policy 4.1.</b> The City will facilitate and assist developers of low-and-moderate income housing.    | <b>Action 4.1.1.</b> Develop a density bonus ordinance in compliance with Government Code Section 65915.                                                      | <b>June 2016</b><br><br>City Manager & Community Development Department     | Due to limited planning staff, action has not been met and <b>will continue to be an action item.</b>                             |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                       |                                                                                |                                                                                                                                             |
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|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>Action 4.1.2.</b> Evaluate the feasibility of an affordable housing fee program that will fund an affordable housing trust fund to support a variety of housing needs in the City. | <b>June 2016</b><br>City Manager & Community Development Department            | Due to limited planning staff, action has not been met and will continue to be an action item.                                              |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>Action 4.1.3.</b> Encourage developers to employ innovative or alternative construction methods to reduce housing costs and increase housing supply.                               | <b>Ongoing/Annually</b><br><br>Community Development Department                | <b>The City maintains acceptable development standards and will continue to encourage Program participation as a continued action item.</b> |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>Action 4.1.4.</b> Continue to assist developers and sponsors of low and moderate income housing through a variety of incentives.                                                   | <b>Ongoing/Annually</b><br><br>City Manager & Community Development Department | <b>Due to limited planning staff, incentives have not been created. The action has not been met and will continue to be an action item.</b> |
| <b>Policy 4.2.</b> Preserve housing units at- risk of losing affordability status for units that are subsidized with federal, state, or local funds.                                                                                                                                                                                                                                                                                                                                                                                | <b>Action 4.2.1.</b> Develop an Affordable Housing Conversion Ordinance.                                                                                                              | <b>December 2015</b><br><br>Community Development Department                   | <b>This zoning ordinance amendment has not been completed due to limited staff but will continue to be an action item.</b>                  |
| <b>Goal#5: Pursue public and private resources available to promote diverse housing opportunities, and particularly to assist in the creation of affordable housing.</b>                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                       |                                                                                |                                                                                                                                             |
| <b>Policy 5.1.</b> Support the continuation and expansion of federal housing assistance programs for extremely low-, very low-, low- and moderate- income households. Provide information regarding housing assistance to qualified extremely low-, very low-, low- and moderate-income households. Information on all housing assistance programs will be readily available at the front counter of the City Planning and Building Department, Library and Senior Center. The City will also post this information on its website. | <b>Action 5.1.1.</b> Continue to allocate HOME and CDBG funds to direct housing-related programs.                                                                                     | Website by June 2016<br><br>City Manager and Community Development Department  | Due to limited planning staff, action has not been met and <b>will continue to be an action item.</b>                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>Action 5.1.2.</b> Encourage local builders to provide sufficient housing stock for participants in first-time homebuyer and other "below market rate" home purchase programs.      | <b>Ongoing</b><br><br>Community Development Department                         | The City maintains acceptable development standards and will continue to <b>encourage Program participation as a continued action item.</b> |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>Action 5.1.3.</b> Conduct an annual housing needs workshop for the City Council to determine the best use of grant money (HOME/CDBG).                                              | <b>December 2015</b><br>Community Development and City Manager Department      | Due to limited planning staff, action has not been met and <b>will continue to be an action item.</b>                                       |

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|                                                                                                                                                                                                                                                                                    | <b>Action 5.1.4.</b><br>Examine ways to reduce overall cost of public infrastructure and discourage establishment of CFD's.                                          | <b>December 2015</b><br><br>Community Development                                         | Due to limited planning staff, action has not been met and <b>will continue to be an action item.</b>                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Policy 5.2.</b> Implement rehabilitation loan and grant programs for low- and moderate-income homeowners and rental property landlords through the CDBG and/or HOME programs to encourage full utilization of the City's existing housing stock as long as funds are available. | <b>Action 5.2.1.</b><br>Continue to annually determine which grant applications should be submitted to the State and other granting agencies.                        | <b>Annually (2015 and after)</b><br><br>City Manager and Community Development Department | Due to limited planning staff, action has not been met and <b>will continue to be an action item.</b>                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Policy 5.3.</b> Encourage the private sector to take a role in the assistance to low-income households to rehabilitate substandard or deteriorated units.                                                                                                                       | <b>Action 5.3.1.</b> Work with developers to improve substandard rental units by providing incentives for lower- income units.                                       | <b>Ongoing/Every 3 years</b><br><br>Community Development Department                      | Due to limited planning staff, action has not been met and <b>will continue to be an action item.</b>                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Policy 5.4.</b> Explore ways to finance, staff and support local community revitalization and housing rehabilitation programs, senior citizens home repair, energy conservation, weatherization and self-help preventive maintenance programs.                                  | <b>Action 5.4.1.</b><br>Continue to support Commissioner and staff involvement in classes, conferences and training opportunities on housing issues                  | <b>Annually and Ongoing</b><br><br>Community Development Department                       | This action has been incorporated to various projects that the City was able to help with grant money and street dedications for projects to assist with parking requirements. Staff continues to participate in both local and nationwide conferences to gain knowledge in order to better serve the community of the City of Imperial.<br><br>This action is still consistent with the city and will continue to be implemented for the remainder of the planning period. |
| <b>Goal#6: Initiate all reasonable efforts to preserve, conserve and enhance the quality of existing dwelling units and residential neighborhoods to ensure full utilization of the City's existing housing resources for as long as physically and economically feasible.</b>     |                                                                                                                                                                      |                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Policy 6.1.</b> Maintain and conserve the existing structurally sound housing supply in a safe and serviceable condition while eliminating housing deficiencies and preventing further deterioration.                                                                           | <b>Action 6.1.1.</b> Continue to provide housing rehabilitation loans from the CDBG-program income to at least ten households through the end of the planning period | <b>Ongoing</b><br><br>City Manager and Community Development Department                   | This action item will continue as funding becomes available. The grant money that was dedicated to City was not used during the 2014-2018 planning period because there were not any applicants who qualified for funding.                                                                                                                                                                                                                                                  |

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|                                                                                                                                                                                                                                                                                                                                                                                                    | <b>Action 6.1.2.</b> Continue to enforce existing regulations regarding derelict or abandoned vehicles, outdoor storage, and substandard or illegal buildings | <b>Ongoing</b><br><br>Community Development Department                     | This action will be continued into the next planning period, but to be noted, that this action has been accomplished. The City of Imperial hired a “full-time” Code Enforcement Officer during July of 2018. |
|                                                                                                                                                                                                                                                                                                                                                                                                    | <b>Action 6.1.3.</b> Give code enforcement a high priority and provide adequate funding and staffing to support code enforcement programs.                    | <b>Ongoing</b><br><br>Community Development Department                     | This action has been met with the creation and hiring of a Code Enforcement Officer during July 2018, although the action will be continued for potentially more staffing opportunities.                     |
| <b>Policy 6.2.</b> In the development of public projects, require an analysis of potential displacement of existing residences with an emphasis on minimizing displacement.                                                                                                                                                                                                                        | <b>Action 6.2.1.</b> Continue to periodically review the City's Relocation Plan.                                                                              | <b>January 2015</b><br><br>City Manager & Community Development Department | Due to limited planning staff, action has not been met and <b>will continue to be an action item.</b>                                                                                                        |
| <b>Goal#7: Pursue sustainable development and energy efficiency for new residential development and existing housing stock.</b>                                                                                                                                                                                                                                                                    |                                                                                                                                                               |                                                                            |                                                                                                                                                                                                              |
| <b>Policy 7.1.</b> Require energy efficiency in the design and construction of housing developments through implementation of the State Energy Conservation Standards (Title 24). The long-term economic and environmental benefits of energy efficiency shall be weighed against any increased initial costs of energy saving measures. Encourage sustainable development by reducing energy use. | <b>Action 7.1.1.</b> Incorporate Title 24 and LEED requirements into Zoning Ordinance, specific plans, and develop agreements as appropriate.                 | <b>June 2015</b><br><br>Community Development Department                   | <b>This zoning ordinance amendment has been completed and implemented, thus action has been met and will be removed.</b>                                                                                     |

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|  | <b>Action 7.1.2.</b> Continue to consider fee reductions, expedited permit processing, or other incentives for new construction that exceeds Title 24 energy efficiency standards by ten percent or more and/or incorporate the use of renewable (non- fossil-fuel) energy. | <b>Ongoing</b><br><br>Community Development Department | Due to limited planning staff, action has not been met and <b>will continue to be an action item.</b> |
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## PLANNING GOALS FOR 2019-2021

### GOAL 1: Job/Housing Balance Goals

*“Seek a balance of housing opportunities appropriate for the range of jobs available and planned in the City”*

**Policy 1.1** Consider the effects of new employment, particularly in relation to housing demands, when new commercial or industrial development is proposed.

**Action 1.1.1.** The City will perform a jobs/housing balance analysis and plan that will allow the City to better plan for the appropriate mix of housing based on the types of new employment opportunities as well as to consider when reviewing proposed commercial and industrial developments. The jobs/housing analysis will also include a survey of wages and salaries in the City to determine which housing types should be encouraged.

**Responsible Agency:** Community Development

**Funding Sources:** General Fund;

**Implementation Schedule:** December 2020.

### GOAL 2: Provide a Range of Adequate Housing

*“Ensure that the City will provide a range of housing that varies sufficiently in terms of cost, design, size, location and tenure to meet the housing needs of all economic segments of the community at a level no greater than that which can be supported by the infrastructure”*

**Policy 2.1.** Intergovernmental, public and private cooperation shall be encouraged to achieve an adequate supply of affordable housing.

**Action 2.1.1.** Continue to establish and adopt objectives indicating the amount of housing needed to correct existing shortages and meet projected growth needs within the City. The goal shall be to meet the City of Imperial's RHNA goals.

**Responsible Agency:** Community Development

**Funding Sources:** General Fund



**Implementation Schedule:** Review annually during the month of December and as projects are proposed.

**Action 2.1.2.** Allow and encourage developers to "piggyback" or file concurrent application (i.e., rezones, tentative tract maps, conditional use permits, variance requests, etc.) if multiple approvals are required, and if consistent with applicable processing requirements. The City will encourage this method of application filing by developing an informative brochure about the development process

**Responsible Agency:** Community Development

**Funding Sources:** General Fund

**Implementation Schedule:** December 2020

**Action 2.1.3.** Continue to pursue the annexation of adjacent properties to the north and east of the City.

**Responsible Agency:** Community Development Department

**Funding Sources:** General Fund

**Implementation Schedule:** Review annually and as projects are proposed; Continuous.

**Action 2.1.4.** Continue to work with LAFCO on future land the City plans to annex when determining what land will be annexed into the City, staff will ensure that the land includes or has the potential to include a variety of housing types and uses.

**Responsible Agency:** City Manager, Community Development

**Funding Sources:** General Fund

**Implementation Schedule:** Review annually and as projects are presented; Ongoing.

**Policy 2.2.** Ensure code amendments to development standards and/or processing requirements do not adversely impact housing costs.

**Action 2.2.1.** Evaluate proposed amendments to the Zoning Code and assess impacts to affordable housing

**Responsible Agency:** City Manager, Community Development



**Funding Sources:** General Fund

**Implementation Schedule:** Ongoing

**Action 2.2.2.** In an effort to promote the development of higher density housing types, the City will amend the Zoning Ordinance to allow up to three stories in the Residential Condominium (RC), Residential Apartment (RA) and for multi-family development in the PUD zone.

**Responsible Agency:** City Manager, Community Development

**Funding Sources:** General Fund

**Implementation Schedule:** December 2020

**Action 2.2.3.** The City will amend the Zoning Ordinance to allow up to 20 dwelling units per acre in the Residential Condominium (RC) and up to 30 dwelling units per acre in the Residential Apartment (RA) zone by removing the requirement for Planning Commission and City Council approval for developments to reach these maximum densities in these zones.

**Responsible Agency:** City Manager, Community Development

**Funding Sources:** General Fund

**Implementation Schedule:** December 2020

**Policy 2.3.** The City will encourage housing suitable to a variety of income levels and household sizes and types in specific plan zones, subdivision review and individual multi-family development review.

**Action 2.3.1.** Continue to provide opportunities for mixed use development in the Village Commercial (VC) zone, which allows residential/office and/or commercial uses. The City will promote the development of mixed use projects by providing information to developers about the VC zone at the City's Planning and Building counter. The City will work with the developer of mixed use projects to expedite permit approvals and provide technical assistance in applying for funding sources if necessary.

**Responsible Agency:** City Manager, Community Development

**Funding Sources:** General Fund

**Implementation Schedule:** As projects are proposed; continuous.

**Action 2.3.2.** To facilitate the development of second units as an affordable housing opportunity, the City will amend the Zoning Ordinance to be compliant with Chapter 1062 of the Government Code, which requires development applications for second units to be considered ministerial without discretionary review or a public hearing. The amendment will ensure that second units are allowed uses in all residential zones and require only ministerial review by the Planning Manager without any excessive burdensome conditions of approval.

**Responsible Agency:** City Manager, Community Development

**Funding Sources:** General Fund

**Implementation Schedule:** December 2020.

**Policy 2.4.** Increase ownership opportunities for prospective first-time homebuyers through mitigation of land costs and/or financial assistance.

**Action 2.4.1.** Maintain residential zoning districts and development standards that encourage the development of single-family housing products (i.e., small lot or zero-lot line subdivisions) that are affordable to first-time homebuyers. Continue to participate in the HOME Program as Notices for Funding Available (NOFAs) are released and other California Small Cities Programs.

**Responsible Agency:** City Manager, Community Development

**Funding Sources:** General Fund

**Implementation Schedule:** Continuous; Apply for HOME and CDBG funds as NOFA's are released.

**Action 2.4.2.** Continue to support development in the PUD and Specific Plan Overlay Districts to ensure flexibility for affordable housing developments.

**Responsible Agency:** City Manager, Community Development

**Funding Sources:** General Fund

**Implementation Schedule:** As projects are proposed; ongoing.

**Action 2.4.3.** To assist the most disadvantaged groups including the extremely low and very low income and individuals with developmental disabilities, the City will target and reserve resources for these groups through City administered programs such as CDBG Housing Rehabilitation Program and CDBG First time Homebuyer Program as well as seek partners for the development of new housing for the extremely low and low income including but not limited to Joe Serna Farmworker Program and HOME.

**Responsible Agency:** City Manager, Community Development

**Funding Sources:** General Fund

**Implementation Schedule:** As projects are proposed; ongoing.

**Policy 2.5:** Amend the Residential Zoning ordinance to allow for Mobile Home Parks in all zones that allow for “Single Family Residential” housing and allowing for an increase in density in those zones when the projects being proposed are for affordable housing.

**Action 2.5.1:** Amend the current Zoning Ordinance to permit Mobile Home Parks in all zones that allow for Single Family Residential with density increases when the projects are for affordable housing.

**Funding Sources:** General Fund

**Implementation Schedule:** December 2020

### **GOAL 3: Promote Housing of Special Needs**

*“Continue to promote housing for special needs groups”*

**Policy 3.1.** Encourage programs that will address the needs for housing and programs for senior citizens, large families, farmworkers, disabled persons, single parent families, extremely low- income and the homeless. The City will offer an expedited review process and technical assistance for projects that include 4 and 5 bedroom units.

**Action 3.1.1.** Work closely with qualified developers of new multi-family housing that includes affordable four and five bedroom units.

**Responsible Agency:** Community Development

**Funding Sources:** General Fund

**Implementation Schedule:** As projects are proposed; continuous.

**Action 3.1.2.** The City currently allows farmworker housing units for less than 6 persons with only ministerial review and the City requires a conditional use permit for large scale farmworker housing developments in the RC and RA zones. The City will review and amend the Zoning Ordinance to be compliant with Health and Safety Code Sections 17021.5 and 17021.6, which require group quarters for farmworkers of up to 36 beds and developments of up to 12 units for a single family or household to be allowed without any discretionary review. The City will continue to allow larger-scale developments for farmworkers in the Residential Apartment (RA) and Residential Condominium (RC) zones with a Conditional Use Permit. Farmworker housing developments tend to be unique enough to require review on a case-by-case basis to ensure development criteria is appropriate.

**Responsible Agency:** Community Development

**Funding Sources:** General Fund

**Implementation Schedule:** Amend Zoning Ordinance by December 2020

**Action 3.1.3.** Develop a formal reasonable accommodation procedure. The City currently evaluates the need for reasonable accommodations for persons with disabilities on a case-by-case basis. The City will develop a more formalized reasonable accommodation procedure that will provide an administrative exception process in zoning and land use matters for housing for persons with disabilities including the developmentally disabled. The process may include minimal review by the Planning Director and establishment of accommodation measures.

**Responsible Agency:** Community Development Department, City Manager

**Funding Sources:** General Fund

**Implementation Schedule:** December 2020

**Action 3.1.4.** The City will amend its Zoning Ordinance to clarify the definition of single-room occupancy units, which are similar to the current use categories of residential retirement hotels, boarding or rooming houses and guest dwellings. The amendment will also describe specific development standards for these units.

**Responsible Agency:** City Manager, Community Development Department

**Funding Sources:** General Fund

**Implementation Schedule:** December 2020.

**Action 3.1.5.** Market the City for diverse senior housing development.

**Responsible Agency:** Community Development, Planning Commission, City Manager

**Funding Sources:** General Fund

**Implementation Schedule:** December 2020.

**Policy 3.2:** Create a “Community Outreach Master Plan” for the City of Imperial using all the material and comments received during the public outreach efforts to have and include in a Community Out Reach Master Plan, to be used for the next Planning Cycle to create goals for the City so that we can monitor that we are meeting and being consistent with the vision of the citizens of Imperial.

**Action 3.2.1 Summary:** Create a “Community Outreach Monitoring Plan” for the Housing Element Goals for next Planning Cycle to ensure proper outreach efforts are attained based on the direction of the City Council and State Guidelines.

**Responsible Agency:** City Manager and Community Development Department

**Funding Sources:** General Fund

**Implementation Schedule:** December 2020

**Policy 3.3:** To encourage the development of transitional and supportive housing by reviewing and amending the zoning ordinance for “Transitional and Supportive Housing”.

**Action 3.3.1:** The zoning ordinance will be amended to permit transitional and supportive housing as a residential use, subject only to those regulations that apply to other residential dwellings of the same type in the same zone. In addition, definitions of “transitional housing” and “supportive housing” will be added to the zoning ordinance consistent with Government Code Section 65582.

**Responsible Agency:** Community Development Department

**Funding Source:** General Fund

**Implementation Schedule:** Within one year of adoption of the housing element or by 2020

**GOAL 4: Accommodate for Low-Moderate Incomes**

*“Accommodate housing that is affordable to very low-, low- and moderate-income households”*

**Policy 4.1.** The City will facilitate and assist developers of low-and moderate-income housing.

**Action 4.1.1.** The City will develop a density bonus ordinance in compliance with Government Code Section 65915 and to ensure its successful implementation. The program will allow developers to build at a density higher than the maximum density of a zone when they produce units affordable to very low-, low- or moderate-income persons.

**Responsible Agency:** Community Development

**Funding Sources:** General Fund

**Implementation Schedule:** December 2020

**Action 4.1.2.** Evaluate the feasibility of an affordable housing fee program that will fund an affordable housing trust fund to support a variety of housing needs in the City.

**Responsible Agency:** Community Development

**Funding Sources:** General Fund

**Implementation Schedule:** December 2020

**Action 4.1.3.** Encourage developers to employ innovative or alternative construction methods to reduce housing costs and increase housing supply by providing incentives such as density bonus units, fast tracking, etc.

**Responsible Agency:** Community Development

**Funding Sources:** General Fund

**Implementation Schedule:** Ongoing

**Action 4.1.4.** The City will continue to assist developers and sponsors of low- and moderate income housing through the following incentives as feasible: 1) Land write-downs using Program Income or other dedicated funds; 2) Giving consideration to low- and moderate-income housing development in the processing of applications; and 3)

Exploring all the available funding sources for assistance such as CDBG, HCD, CHFA, HUD and USDA.

**Responsible Agency:** Community Development

**Funding Sources:** General Fund, CDBG, HOME funds

**Implementation Schedule:** Annually evaluate funding opportunities and apply for funding sources when appropriate for proposed projects.

**Policy 4.2.** Preserve housing units at-risk of losing affordability status for units that are subsidized with federal, state, or local funds.

**Policy 4.2.1.** Develop an affordable Housing Conversion Ordinance that requires, at least one year prior to the conversion date, for the owner to provide written notification to residents of the expected date of loan pre-payment or pay-off, at which time the owner will no longer be restricted in the level of rent that can be charged. The notice will also contain an estimate of rent increases at the time that rental restrictions no longer apply. Residents moving into a housing development during this one-year period must also be notified in writing of the pending conversion prior to signing a rental agreement. Property owners shall further provide relocation assistance to those low- income households who are unable to afford rent increases.

**Responsible Agency:** Community Development

**Funding Sources:** General Fund

**Implementation Schedule:** By December 2020

### **GOAL 5: Pursue Public and Private Resources**

*“Pursue public and private resources available to promote diverse housing opportunities, and particularly to assist in the creation of affordable housing”*

**Policy 5.1.** Support the continuation and expansion of federal housing assistance programs for extremely low-, very low-, low- and moderate-income households. Provide information regarding housing assistance to qualified extremely low-, very low-, low- and moderate-income

households. Information on all housing assistance programs will be readily available at the front counter of the City Planning and Building Department, Library and Senior Center. The City will also post this information on its website.

**Action 5.1.1.** Continue to allocate HOME and CDBG funds to direct housing-related programs.

**Responsible Agency:** City Manager, Community Development Department

**Funding Sources:** HOME, CDBG, General Fund

**Implementation Schedule:** Annually and as proposed projects are appropriate; program offers to be on city website by December 2020

**Action 5.1.2.** Encourage local builders to provide sufficient housing stock for participants in first-time homebuyer and other “below market rate” home purchase programs.

**Responsible Agency:** Community Development, City Manager

**Funding Sources:** General Fund

**Implementation Schedule:** Continuous and as proposed projects are appropriate.

**Action 5.1.3.** (1) Continue to conduct an annual housing needs workshop for the City Council to determine the best use of grant money (HOME/CDBG). (2) Continue to update the grant calendar of limits and deadlines for applying for grant funds from the State of California and other sources.

**Responsible Agency:** Community Development Department, City Manager

**Funding Sources:** General Fund, HOME, CDBG

**Implementation Schedule:** Annually. Grant calendar will be updated as NOFA’s are release to begin tracking deadlines for submittal. Review Annually during December.

**Action 5.1.4.** Examine creative ways to subsidize public infrastructure or reduce overall costs of public facilities in an effort to eliminate Community Facility Districts and discourage developers from the establishment of Community Facility Districts in an effort to encourage affordable home ownership opportunities to all income levels.



**Responsible Agency:** Community Development Department, City Manager

**Funding Sources:** General Fund, HOME, CDBG

**Implementation Schedule:** Annually and as projects are proposed.

**Policy 5.2.** Implement rehabilitation loan and grant programs for low- and moderate-income homeowners and rental property landlords through the CDBG and/or HOME programs to encourage full utilization of the City's existing housing stock as long as funds are available.

**Action 5.2.1.** Continue to annually determine which grant applications should be submitted to the State and other granting agencies.

**Responsible Agency:** Community Development Department, City Manager

**Funding Sources:** General Fund

**Implementation Schedule:** Apply Annually.

**Policy 5.3.** Encourage the private sector to take a role in the assistance to low-income households to rehabilitate substandard or deteriorated units.

**Action 5.3.1.** Work with developers interested in the improvement of substandard rental units to provide incentives for building lower- income units.

**Responsible Agency:** Community Development Department

**Funding Sources:** General Fund

**Implementation Schedule:** Annually and based on proposed projects when appropriate.

**Policy 5.4.** Explore ways to finance, staff and support local community revitalization and housing rehabilitation programs, senior citizens home repair, energy conservation, weatherization and self-help preventive maintenance programs.

**Action 5.4.1.** Continue to support Commissioner and staff efforts to expand upon their housing knowledge base financially and otherwise. Set aside funds for staff to be involved in classes, conferences and training opportunities that will ensure that they are up-to-date on the latest housing and community development trends, strategies and funding

sources. Also maintaining membership and remain on mailing lists for all relevant housing related state departments and organizations.

**Responsible Agency:** Community Development Department, City Manager

**Funding Sources:** General Fund

**Implementation Schedule:** Annually and as projects are proposed and appropriate.

**GOAL 6: Preserve/Conserve & Enhancement Existing Units**

*“Initiate all reasonable efforts to preserve, conserve and enhance the quality of existing dwelling units and residential neighborhoods to ensure full utilization of the City’s existing housing resources for as long as physically and economically feasible”*

**Policy 6.1.** Maintain and conserve the existing structurally sound housing supply in a safe and serviceable condition while eliminating housing deficiencies and preventing further deterioration.

**Action 6.1.1.** Continue to provide loans from the CDBG-funded Revolving Loan Account (RLA) to homeowners in existing owner-occupied residences within the City to use for the rehabilitation of their property. The City expects to be able to assist approximately ten (10) households through the end of the planning period.

**Responsible Agency:** Community Development Department, City Manager

**Funding Sources:** CDBG

**Implementation Schedule:** Ongoing

**Action 6.1.2.** Continue to enforce existing regulations regarding derelict or abandoned vehicles, outdoor storage, and substandard or illegal buildings.

**Responsible Agency:** Community Development, City Manager

**Funding Sources:** General Fund

**Implementation Schedule:** Ongoing

**Action 6.1.3.** Give code enforcement a high priority and provide adequate funding and staffing to support code enforcement programs.

**Responsible Agency:** City Manager, Community Development

**Funding Sources:** General Fund

**Implementation Schedule:** Review code enforcement programs and protocols annually during the month of May.

**Policy 6.2.** In the development of public projects, require an analysis of potential displacement of existing residences with an emphasis on minimizing displacement.

**Action 6.2.1.** Continue to periodically review the City's Relocation Plan.

**Responsible Agency:** City Manager, Community Development Department

**Funding Sources:** General Fund

**Implementation Schedule:** Annually, during the month of December.

### **GOAL 7: Sustainable Energy Efficient Development**

*"Pursue sustainable development and energy efficiency for new residential development and existing housing stock"*

**Policy 7.1.** Require energy efficiency in the design and construction of housing developments through implementation of the State Energy Conservation Standards (Title 24). The long-term economic and environmental benefits of energy efficiency shall be weighed against any increased initial costs of energy saving measures. Encourage sustainable development by reducing energy use.

**Action 7.1.1.** Continue to consider fee reductions, expedited permit processing, or other incentives for new construction that exceeds Title 24 energy efficiency standards by ten percent or more and/or incorporate the use of renewable (non-fossil-fuel) energy.

**Responsible Agency:** Community Development

**Funding Sources:** General Fund

**Implementation Schedule:** Ongoing, as projects are processed through the Community Development Department.

## **Quantified Housing Goals 2014-2021**

The quantifiable goals from the 2014-2021 planning period are noted in **table below**, **“Quantified Housing Objectives 2014-2021”**. Approximately, 27% percent is allocated towards very low income household needs. Again, it should be noted that SCAG does not utilize the same income limits as HUD. According to the HUD income limits Extremely Low Income is described as 30 percent below the median household income, however, SCAG does not utilize an Extremely Low income category. For the purpose of establishing goals for both the Very Low and Low Income categories, and based on the City jurisdiction needs, it is anticipated that 50 percent of the SCAG Very Low income category will be utilized for Extremely Low income Households which will be approximately 1,294 households for new construction and 10 households for rehabilitation. The City of Imperial has no "at risk" units to target preservation for, nor does the City have any HCD registered Mobile Home Parks. The City intends to preserve at least five dwelling units via active code enforcement activities to extend the use of the dwellings that serve low income households.

### **Quantified Housing Objective 2014-2021**

| <b>Income Category</b> | <b>New<br/>Construction<br/>Units/%</b> | <b>Rehabilitation</b> | <b>Conservation/<br/>Preservation</b> |
|------------------------|-----------------------------------------|-----------------------|---------------------------------------|
| Extremely Low Income   | 170                                     | 4                     | 0                                     |
| Very Low Income        | 170                                     | 5                     | 0                                     |
| Low Income             | 199                                     | 1                     | 5                                     |
| Moderate Income        | 202                                     | 0                     | 0                                     |
| Above Moderate Income  | 553                                     | 0                     | 0                                     |
| <b>Total</b>           | <b>1294</b>                             | <b>10</b>             | <b>5</b>                              |

## **Glossary of Terms**

The following definitions are commonly used terms in a Housing Element while others derive from US Census Bureau:

**Above Moderate-Income:** Above moderate-income households are defined as households with incomes over 120 percent of the county median.

**Accessible Units:** Indicates certain units or all units in the property are wheelchair accessible or can be made wheelchair accessible. Accessible units also may include those that are accessible to people with sensory impairments or can be made accessible for people with sensory impairments.

**Affordability:** Annual cost of housing includes mortgage, principle and interest payments as amortized over 25 years with a 25 percent down payment or gross rent that does not exceed 30 percent of gross annual household income or 30 percent of gross annual income devoted to rental housing, including utilities are defined as "affordable".

**Affordability Covenant:** A property title agreement that places resale or rental restrictions on a housing unit; also known as a deed restriction.

**Affordable Housing:** "Affordable Housing" refers to the relationship between the price of housing in a region (either sale price or rent) and household income. Affordable housing is that which is affordable to households of very low, low and moderate incomes. For housing to be affordable, shelter costs must not exceed 30 percent of the gross annual income of the household.

**Assisted Housing:** Assisted housing refers to a unit that rents or sells for less than the prevailing market rate due to governmental monetary intervention or contribution. The terms "assisted" and "subsidized" are often used interchangeably.

**At-Risk Housing:** Applies to existing subsidized affordable rental housing units, especially federally subsidized developments, that are threatened with conversion to market rents because of termination of use restrictions, due to expiration or non-renewal of subsidy arrangements.

**Below Market Rate (BMR) Unit:** A BMR unit is a housing unit that sells or rents for less than the going market rate. It is typically used in reference to housing units that are directly or indirectly subsidized or have other restrictions in order to make them affordable to very low, low or moderate income households.

**Children:** The term “children,” as used by the US Census and in tables on living arrangements of children under 18, are all persons under 18 years, excluding people who maintain households, families, or subfamilies as a reference person or spouse.

**Community Development Block Grant (CDBG):** The State CDBG program was established by the federal Housing and Community Development Act of 1974, as amended (42 USC 5301, et seq.). The primary federal objective of the CDBG program is the development of viable urban communities by providing decent housing and a suitable living environment and by expanding economic opportunities, principally for persons of low and moderate income. "Persons of low and moderate income" or the "targeted income group" (TIG) are defined as families, households, and individuals whose incomes do not exceed 80 percent of the county median income, with adjustments for family or household size.

**Condominium:** A building or group of buildings in which units are owned individually, but the structure, common areas and facilities are owned by all owners on a proportional, undivided basis.

**Continuum of Care:** An approach that helps communities plan for and provide a full range of emergency, transitional, and permanent housing and service resources to address the various needs of homeless persons at the point in time that they need them. The approach is based on the understanding that homelessness is not caused merely by a lack of shelter, but involves a variety of underlying, unmet needs – physical, economic, and social. Designed to encourage localities to develop a coordinated and comprehensive long-term approach to homelessness, the Continuum of Care consolidates the planning, application, and reporting documents for the U.S. Department of Housing and Urban Development’s Shelter Plus Care, Section 8 Moderate Rehabilitation Single-Room Occupancy Dwellings (SRO) Program, and Supportive Housing Program. (U.S. House Bill 2163).

**Cost Burden:** A household has a "housing cost burden" if it spends 30 percent or more of its income on housing costs. A household has a "severe housing cost burden" if it spends 50 percent or more of its income on housing. Owner housing costs consist of payments for mortgages, deeds of trust, contracts to purchase, or similar debts on the property; real estate taxes; fire, hazard, and flood insurance on the property; utilities; and fuels. Where applicable, owner costs also include monthly condominium fees. Renter calculations use gross rent, which is the contract rent plus the estimated average monthly cost of utilities (electricity, gas, water and sewer) and fuels (oil, coal, kerosene, wood, etc.) if these are paid by the renter (or paid for the renter by someone else). Household income is the total pre-tax income of the householder and all other individuals at least 15 years old in the household. In all estimates of housing cost burdens, owners and renters for whom housing cost-to-income was not computed are excluded from the calculations.

**Decennial Census:** Every ten years, the Census Bureau conducts a national household survey, producing the richest source of nationally-available small-area data. Article I of the Constitution requires that a census be taken every ten years for the purpose of reapportioning the U.S. House of Representatives. The federal government uses decennial census data for apportioning congressional seats, for identifying distressed areas, and for many other activities. Census data are collected using two survey forms: the short form and the long form. Short form information is collected on every person and includes basic characteristics, such as age, sex, and race. The long form is sent to one out of every six households and collects more detailed information, such as income, housing characteristics, and employment. Most of the indicators in DataPlace are from the long form, and are thus estimates based on the sample of households. These values may differ considerably from the same indicators based on the short form data, particularly for small areas.

**Density:** This refers to the number of housing units on a unit of land (e.g. ten units per acre).  
**Density Bonus Programs:** Allows minimum density increase over the zoned maximum density of a proposed residential development, if the developer makes a specified amount of units affordable to lower income households.

**Disability:** A long-lasting physical, mental, or emotional condition. This condition can make it difficult for a person to do activities such as walking, climbing stairs, dressing, bathing, learning, or remembering. This condition can also impede a person from being able to go outside the home alone or to work at a job or business.

**Down payment Assistance:** The most popular loans for these programs are with the Federal Housing Administration (FHA). FHA allows 100 percent gift funds for your down payment and some allowable closing costs. The gift can be from any relative or can be collected through charitable organizations like Neighborhood Gold / The Buyer Fund. Another popular tactic, which can be used in a broader range of loan programs, is to borrow from a 401K. A withdrawal can be made without a penalty and pay it back over a specified period.

**Development Impact Fees:** A fee or charge imposed on developers to pay for a jurisdiction's costs of providing services to new development.

**Development Right:** The right granted to a land owner or other authorized party to improve a property. Such right is usually expressed in terms of a use and intensity allowed under existing zoning regulation.

**Dwelling Unit:** Any residential structure, whether or not attached to real property, including condominium and cooperative units and mobile or manufactured homes. It includes both one-to-four family and multifamily structures. Vacation or second homes and rental properties are also included.

**Elderly Units:** Specific units in a development are restricted to residents over a certain age (as young as 55 years and over). Persons with disabilities may share certain developments with the elderly.

**Element:** A division or chapter of the General Plan, Master Plan or Comprehensive Plan.

**Emergency Shelter:** A facility designed to provide free temporary housing on a night-by-night basis to homeless families and individuals.

**Emergency Shelter Grants (ESG):** A grant program administered by the U.S. Department of Housing and Urban Development (HUD) provided on a formula basis to large entitlement jurisdictions.

**Extremely Low-Income Limit:** The upper limit for the extremely low-income category, set at 30 percent of the HUD area median family income. This is not an official program eligibility income limit, except when associated with a specific family size (e.g., "single person", "family of two", "family of three", etc.).

**Fair Market Rent (FMR):** Fair Market Rents (FMRs) are freely set rental rates defined by HUD as the median gross rents charged for available standard units in a county or Standard Metropolitan Statistical Area (SMSA). Fair Market Rents are used for the Section 8 Housing Choice Voucher Program and other HUD programs and are published annually by HUD.

**Farm Labor Housing (Farm Worker):** Units for migrant farm workers that can be available for transitional housing for the homeless when not occupied by migrant farm workers.

**Family:** A group of two or more people who reside together and who are related by birth, marriage, or adoption.

**Family household (Family):** A family includes a householder and one or more people living in the same household who are related to the householder by birth, marriage, or adoption. All people in a household who are related to the householder are regarded as members of his or her family. A family household may contain people not related to the householder, but those people are not included as part of the householder's family in census tabulations. Thus, the number of family households is equal to the number of families, but family households may include more



members than do families. A household can contain only one family for purposes of census tabulations. Not all households contain families since a household may comprise a group of unrelated people or one person living alone.

**Family Income:** In decennial census data, family income includes the incomes of all household members 15 years old and over related to the householder. Although the family income statistics from each census cover the preceding calendar year, the characteristics of individuals and the composition of families refer to the time of enumeration (April 1 of the respective census years). Thus, the income of the family does not include amounts received by individuals who were members of the family during all or part of the calendar year prior to the census if these individuals no longer resided with the family at the time of census enumeration. Similarly, income amounts reported by individuals who did not reside with the family during the calendar year prior to the census but who were members of the family at the time of enumeration are included. However, the composition of most families was the same during the preceding calendar year as at the time of enumeration.

**Family size:** Refers to the number of people in a family.

**Family type:** The US Census Bureau refers to family type as how the members of a family are related to one another and the householder. Families may be a "Married Couple Family," "Single Parent Family," "Stepfamily," or "Subfamily."

**FHA-Insured:** The Federal Housing Administration insured mortgages so that lower- and moderate income people can obtain financing for homeownership.

**First-time homebuyer:** A first-time homebuyer program provides low-income first time homebuyers down-payment assistance in the form of a second mortgage loan to serve as "gap financing". These loans can be up to \$40,000 depending on the amount of assistance required by the individual homebuyer.

**General Plan:** The General Plan is a legal document, adopted by the legislative body of a City or County, setting forth policies regarding long-term development.

**Groups Quarters:** A facility which houses groups of unrelated persons not living in households such as dormitories, institutions and prisons.

**Habitable (room):** A habitable room is a space in a structure for living, sleeping, eating or cooking. Bathrooms, toilet compartments, closets, storage or utility space, and similar areas, are not considered habitable space.

**Habitat for Humanity:** Habitat for Humanity is a nonprofit, ecumenical Christian housing ministry that seeks to eliminate poverty housing and homelessness from the world, and to make decent shelter a matter of conscience and action. Through volunteer labor and donations of money and materials, Habitat builds and rehabilitates simple, decent houses with the help of the homeowner (partner) families. Habitat houses are sold to partner families at no profit, financed with affordable, no-interest loans. The homeowners' monthly mortgage payments are used to build still more Habitat houses.

**Hispanic or Latino:** In decennial census data, Hispanics or Latinos are those who classify themselves in one of the specific Hispanic or Latino categories listed on the census questionnaire — “Mexican,” “Puerto Rican,” or “Cuban” — as well as those who indicate that they are “other Spanish, Hispanic, or Latino.” People who do not identify with one of the specific origins listed on the questionnaire but indicate that they are “other Spanish, Hispanic, or Latino” are those whose origins are from Spain, the Spanish-speaking countries of Central or South America, the Dominican Republic, or people identifying themselves generally as Spanish, Spanish-American, Hispanic, Hispano, Latino, and so on. People who are Hispanic or Latino may be of any race. There are two important changes to the Hispanic origin question for Census 2000. First, the sequence of the race and Hispanic origin questions for Census 2000 differs from that in 1990; in 1990, the race question preceded the Hispanic origin question. Second, there was an instruction preceding the Hispanic origin question in 2000 indicating that respondents should answer both the Hispanic origin and the race questions. This instruction was added to give emphasis to the distinct concepts of the Hispanic origin and race questions and to emphasize the need for both pieces of information.

**Home Investment Partnership Program (HOME):** HOME provides formula grants to States and localities that communities use—often in partnership with local nonprofit groups—to fund a wide range of activities that build, buy, and/or rehabilitate affordable housing for rent or homeownership or provide direct rental assistance to low-income people.

**Homeless Person:** An individual living outside or in a building not meant for human habitation, or which they have no legal right to occupy, in an emergency shelter, or in a temporary housing program which may include a transitional and supportive housing program if habitation time limits exist. This definition includes substance abusers, mentally ill people, and sex offenders who are homeless. (U.S. House Bill 2163).

**Household:** A household is made up of all persons living in a dwelling unit whether or not they are related by blood, birth or marriage, according to the US Census Bureau.

**Household Income:** The total income of all the persons living in a household. A household is usually described as very low income, low income, moderate income, and above moderate income based on household size and income, relative to regional median income in US Census statistics.

**Household Size:** The total number of people living in a housing unit.

**Household type and relationship:** Households are classified by the US Census by type according to the sex of the householder and the presence of relatives. Examples include: married-couple family; male householder, no wife present; female householder, no husband present; spouse (husband/wife); child; and other relatives.

**Householder:** The person, or one of the people, in whose name the home is owned, being bought, or rented. If there is no such person present, any household member 15 years old and over can serve as the householder for the purposes of the census. Two types of householders are distinguished: a family householder and a non-family householder. A family householder is a householder living with one or more people related to him or her by birth, marriage, or adoption. The householder and all people in the household related to him are family members. A non-family householder is a householder living alone or with non-relatives only.

**Housing Authority:** An organization established under state law to provide housing for low- and moderate-income persons. Commissioners are appointed by the local governing body of the jurisdiction in which they operate. Many housing authorities own their own housing or operate public housing funded by HUD.

**Housing Choice Voucher Program:** Housing Choice Voucher Program (formerly known as Section 8) is a subsidy program funded by the federal government and overseen by the Reno Housing Authority to provide low rents and/or housing payment contributions for very low and low-income households.

**Housing Unit:** A house, an apartment, a mobile home or trailer, a group of rooms, or a single room occupied as separate living quarters, or if vacant, intended for occupancy as separate living quarters. Separate living quarters are those in which the occupants live separately from any other individuals in the building and which have direct access from outside the building or through a common hall. For vacant units, the criteria of separateness and direct access are applied to the intended occupants whenever possible.

**HUD:** The United States Department of Housing and Urban Development is cabinet level department of the federal government that oversees program and funding for affordable housing laws, development, and federally funded financial assistance.

**HUD Area Median Family Income:** HUD is required by law to set income limits that determine the eligibility of applicants for HUD's assisted housing programs. Income limits are calculated annually for metropolitan areas and non-metropolitan counties in the United States. They are based on HUD estimates of median family income, with adjustments for family size. Adjustments are also made for areas that have unusually high or low income to housing cost relationships.

**Income Categories:** The federal and state governments require that local jurisdictions consider the housing needs of households in various "income categories." Income categories are determined by the median household income at the local level.

**Large Family or Household:** A household or family with 5 or more members.

**Low-Income Limit:** Low-income households are defined as households with incomes between 50 percent and 80 percent of the area median household income.

**Low-Income Housing:** Housing that is made available at prices lower than market rates. These lower prices are achieved through various financial mechanisms employed by state and local government authorities.

**Low-Income Housing Tax Credit (LIHTC):** The LIHTC Program is an indirect Federal subsidy used to finance the development of affordable rental housing for low-income households. The LIHTC Program may seem complicated, but many local housing and community development agencies are effectively using these tax credits to increase the supply of affordable housing in their communities. This topic is designed to provide a basic introduction to the LIHTC Program.

**Market Rate Housing:** Housing that is not built or maintained with the help of government subsidy. The prices of market rate homes are determined by the market and are subject to the laws of supply and demand.

**Manufactured Home:** Housing that is constructed of manufactured components, assembled partly at the site rather than totally at the site. Also referred to as modular housing.

**McKinney-Vento Act:** The primary federal response targeted to assisting homeless individuals and families. The scope of the Act includes: outreach, emergency food and shelter, transitional and permanent housing, primary health care services, mental health, alcohol and drug abuse treatment, education, job training, and child care. There are nine titles under the McKinney-Vento Act that are administered by several different federal agencies, including the U.S.

Department of Housing and Urban Development (HUD). McKinney-Vento Act Programs administered by HUD include: Emergency Shelter Grant Program Supportive Housing Program, Section 8 Moderate Rehabilitation for Single- Room Occupancy Dwellings, Supplemental Assistance to Facilities to Assist the Homeless, and Single Family Property Disposition Initiative. (U.S. House Bill 2163).

**Median:** This measure represents the middle value (if n is odd) or the average of the two middle values (if n is even) in an ordered list of data values. The median divides the total frequency distribution into two equal parts: one-half of the cases fall below the median and one-half of the cases exceed the median.

**Median age:** This measure divides the age distribution in a stated area into two equal parts: one-half of the population falling below the median value and one-half above the median value.

**Median income:** The median income divides the income distribution into two equal groups; one has incomes above the median and the other having incomes below the median. Each year, the federal government calculates the median income for communities across the country to use as guidelines for federal housing programs. Area median incomes are set according family size.

**Mental Illness:** A serious and persistent mental or emotional impairment that significantly limits a person's ability to live independently.

**Mixed Use:** This refers to different types of development (e.g. residential, retail, office, etc.) occurring on the same lot or in close proximity to each other. City and County's sometimes allows mixed-use in commercial zones, with housing typically located above primary commercial uses on the premises.

**Mobile Home:** A type of manufactured housing. A structure movable in one or more sections, which is at least 8 feet in width and 32 feet in length, is built on a permanent chassis and designed to be used as a dwelling unit when connected to the required utilities, either with or without a permanent foundation.

**Mobile Home Park:** A parcel or tract of land having as its principal use the rental, leasing or occupancy of space by two or more mobile homes on a permanent or semi-permanent basis, including accessory buildings, or uses customarily incidental thereto.

**Mobile Home Subdivision:** A subdivision of land, platted in conformance to NRS Chapter 278 and applicable city ordinances for the purpose of providing mobile home lots.

**Moderate-Income:** Moderate-income households are defined as households with incomes between 80 percent and 120 percent of the county median.

**Mortgage Credit Certificate Program (MCCs):** The MCC is a Federal Income Tax Credit Program. An MCC increases the loan amount you qualify for and it increases an applicant's take-home pay. The MCC entitles applicants to take a federal income tax credit of twenty percent (20 percent) of the annual interest they pay on their home mortgage. Because the MCC reduces an applicant's federal income taxes and increases their net earnings, it helps homebuyers qualify for a first home mortgage. The MCC is registered with the IRS, and it continues to decrease federal income taxes each year for as long as an applicant lives in the home.

**Mortgage Revenue Bond:** A state, county or city program providing financing for the development of housing through the sale of tax-exempt bonds.

**Multi-family Dwelling:** A structure containing two or more dwelling units for the use of individual households; an apartment or condominium building is an example of this dwelling unit type.

**Non-Hispanic:** In decennial census data and in Home Mortgage Disclosure Act data after 2003, non- Hispanics are those who indicate that they are not Spanish/Hispanic/Latino.

**Occupied housing unit:** A housing unit is classified as occupied if it is the usual place of residence of the person or group of people living in it at the time of enumeration, or if the occupants are only temporarily absent; that is, away on vacation or a business trip. The occupants may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated people who share living quarters.

**Overcrowded units:** Overcrowded units are occupied housing units that have more than 1 person per room.

**Per capita income:** Average obtained by dividing aggregate income by total population of an area.

**Permanent Housing:** Housing which is intended to be the tenant's home for as long as they choose. In the supportive housing model, services are available to the tenant, but accepting services cannot be required of tenants or in any way impact their tenancy. Tenants of permanent housing sign legal lease documents. (U.S. House Bill 2163).

**Permanent Supportive Housing:** Long-term community-based housing and supportive services for homeless persons with disabilities. The intent of this type of supportive housing is to enable

this special needs population to live as independently as possible in a permanent setting. The supportive services may be provided by the organization managing the housing or provided by other public or private service agencies. There is no definite length of stay. (U.S. House Bill 2163)

**Persons with a Disability:** HUD's Housing Choice Voucher (formerly Section 8) program defines a "person with a disability" as: a person who is determined to : 1) have a physical, mental, or emotional impairment that is expected to be of continued and indefinite duration, substantially impedes his or her ability to live independently, and is of such a nature that the ability could be improved by more suitable housing conditions; or 2) have a developmental disability, as defined in the Developmental disabilities Assistance and Bill of Rights Act. (U.S. House Bill 2163)

**Population estimate (Population Estimates Program):** The Census Bureau's Population Estimates Program (PEP) produces July 1 estimates for years after the last published decennial census (2000), as well as for past decades. Existing data series such as births, deaths, Federal tax returns, Medicare enrollment, and immigration, are used to update the decennial census base counts. POP estimates are used in Federal funding allocations, in setting the levels of national surveys, and in monitoring recent demographic changes.

**Population projections:** Estimates of the population for future dates. They illustrate plausible courses of future population change based on assumptions about future births, deaths, international migration, and domestic migration. Projections are based on an estimated population consistent with the most recent decennial census as enumerated. While projections and estimates may appear similar, there are some distinct differences between the two measures. Estimates usually are for the past, while projections typically are for future dates. Estimates generally use existing data, while projections must assume what demographic trends will be in the future.

**Poverty:** Following the Office of Management and Budget's (OMB's) Directive 14, the Census Bureau uses a set of money income thresholds that vary by family size and composition to detect who is poor. If the total income for a family or unrelated individual falls below the relevant poverty threshold, then the family or unrelated individual is classified as being "below the poverty level."

**Poverty rate:** The percentage of people (or families) who are below poverty, per the US Census Bureau.

**Project-Based Rental Assistance:** Rental assistance provided for a project, not for a specific tenant. A tenant receiving project-based rental assistance gives up the right to that assistance upon moving from the project.

**Public Housing:** The U.S. Department of Housing and Urban Development (HUD) administers Federal aid to local housing agencies (HAs) that manage the housing for low-income residents at rents they can afford. HUD furnishes technical and professional assistance in planning, developing and managing these developments. It provides decent and safe rental housing for eligible low-income families, the elderly, and persons with disabilities. Public housing can be in the form of high-rise apartments or scattered site single family homes.

**Rehabilitation:** The upgrading of a building previously in a dilapidated or substandard condition for human habitation.

**Rental Assistance:** A rental subsidy for eligible low and very low income tenants. This assistance provides the share of the monthly rent that exceeds 30% of the tenants' adjusted monthly income.

**Rent-to-Own:** A development is financed so that at a certain point in time, the rental units are available for purchase based on certain restrictions and qualifications.

**Rural Housing Service (RHA):** A part of the United States Department of Agriculture's Rural Development. The RHA offers financial aid to low-income residents of rural areas.

**Second Units:** Also referred to as "granny" or "in-law apartments." Second units provide a second housing unit on the same lot as a single-family dwelling unit.

**Section 8:** Section 8, now known as the Housing Choice Voucher Program is a subsidy program funded by the federal government and overseen by the Reno Housing Authority to provide low rents and/or housing payment contributions for very low and low-income households.

**Service Needs:** The particular services required by special populations, typically including needs such as transportation, personal care, housekeeping, counseling, meals, case management, personal emergency response, and other services preventing premature institutionalization and assisting individuals to continue living independently.

**Severely Overcrowded:** Are occupied housing units with 1.51 or more persons per room.  
**Single family detached homes:** This is a one-unit residential structure detached from any other house (i.e., with open space on all four sides). A house is considered detached even if it has an adjoining shed or garage.



**Single family attached housing:** This is a one-unit residential structure that has one or more walls extending from ground to roof separating it from adjoining structures. This category includes row houses, townhouses, and houses attached to non-residential structures.

**Single-Room Occupancy Dwelling (SRO):** The SRO Program provides rental assistance for homeless persons in connection with the moderate rehabilitation of SRO dwellings. SRO housing contains units for occupancy by one person. These units may contain food preparation or sanitary facilities, or both.

**Special Needs Projects:** Housing for a designated group of people who desire special accommodations, such as services, in addition to the housing. Services may or may not be provided as part of the rental project. Examples of special needs populations are people with physical disabilities, developmental disabilities, mental illness, or those who need assisted living. It also includes health care facilities.

**Substandard Housing:** This refers to housing where major repair or replacement may be needed to make it structurally sound, weatherproofed and habitable.

**Subsidized Housing:** Typically refers to housing that rents for less than the market rate due to a direct financial contribution from the government. There are two general types of housing subsidies. The first is most commonly referred to as “project-based” where the subsidy is linked with a particular unit or development and the other is known as “tenant-based” where the subsidy is linked to the low income individual or family. The terms “assisted” and “subsidized” are often used interchangeably.

**Supportive Housing:** Housing with a supporting environment, such as group homes or Single Room Occupancy (SRO) housing and other housing that includes a supportive service component such as those defined below.

**Supportive Services:** Services provided to residents of supportive housing for the purpose of facilitating the independence of residents. Some examples are case management, medical or psychological counseling and supervision, child care, transportation, and job training.

**Tenure:** Refers to the distinction between owner-occupied and renter-occupied housing units. A housing unit is “owned” if the owner or co-owner lives in the unit, even if it is mortgaged or not fully paid for. A cooperative or condominium unit is “owned only if the owner or co-owner lives in it. All other occupied units are classified as “rented,” including units rented for cash rent and those occupied without payment of cash rent.

**Transitional Housing:** Housing for people recovering from substance abuse issues or transitioning from homelessness. Transitional housing provides longer term accommodations to homeless families and individuals than emergency shelter housing. Transitional Housing provides a stable living environment for the period of time necessary to learn new skills, find employment, and/or develop a financial base with which to re-enter the housing market.

**Two-family buildings:** These dwellings may also be referred to as single family attached because a duplex with a shared wall would qualify in both categories. Other two family buildings would include older single family homes that have been converted into two separate living spaces or “flats” that do not share walls, but a floor/ceiling.

**Units in structure:** A structure is a separate building that either has open spaces on all sides or is separated from other structures by dividing walls that extend from ground to roof and constitute a housing unit per the US Census Bureau. In determining the number of units in a structure, all housing units, both occupied and vacant, are counted.

**Unemployed:** Per the US Census Bureau, all civilians 16 years old and over are classified as unemployed if they (1) were neither "at work" nor "with a job but not at work" during the reference week, and (2) were actively looking for work during the last 4 weeks, and (3) were available to accept a job. Also included as unemployed are civilians who did not work at all during the reference week, were waiting to be called back to a job from which they had been laid off, and were available for work except for temporary illness.

**Unemployment Rate:** The proportion of the civilian labor force that is unemployed, expressed as a percent.

**Vacant Housing Unit:** A housing unit is vacant if no one is living in it at the time of enumeration, unless its occupants are only temporarily absent. Units temporarily occupied at the time of enumeration entirely by people who have a usual residence elsewhere are also classified as vacant. New units not yet occupied are classified as vacant housing units if construction has reached a point where all exterior windows and doors are installed and final usable floors are in place. Vacant units are excluded from the housing inventory if they are open to the elements; that is, the roof, walls, windows, and/or doors no longer protect the interior from the elements. Also excluded are vacant units with a sign that they are condemned or they are to be demolished.

**Vacancy Rate:** The housing vacancy rate is the proportion of the housing inventory that is available “for sale” or “for rent.” It is computed by dividing the number of available units by the sum of occupied units and available units, and then multiplying by 100.

**VA-Guaranteed:** VA guaranteed loans are made by private lenders to eligible veterans for the purchase of a home which must be for their own personal occupancy. To get a loan, a veteran must apply to a lender. If the loan is approved, VA will guarantee a portion of it to the lender. This guaranty protects the lender against loss up to the amount guaranteed and allows a veteran to obtain favorable financing terms.

**Very Low-Income Limit:** Very low-income households are defined as households with incomes less than 50 percent of the area median household income.

**Veteran:** Anyone who has been discharged from the military generally after at least two years of service whether they served on active duty in a conflict or not. (U.S. House Bill 2163).

**Workforce Housing:** Refers to housing that is meant for residents making low, moderate to above moderate area median income. Some programs focus on employers providing assistance to their employees; some are instituting inclusionary programs, while others give preference to this group in their homeownership programs. Some jurisdictions have programs for specific segments of the workforce that are vital for the everyday function of the community such as teachers, policeman and other public employees.

**Year Structure (housing unit) Built:** Year structure built refers to when the building was first constructed, not when it was remodeled, added to, or converted. For housing units under construction that met the housing unit definition—that is, all exterior windows, doors, and final usable floors were in place—the category “1999 or 2000” was used for tabulations. For mobile homes, houseboats, recreational vehicles, etc, the manufacturer’s model year was assumed to be the year built. The data relate to the number of units built during the specified periods that were still in existence at the time of enumeration.

**Zoning:** Zoning is an activity under taken by local jurisdictions to direct and shape land development activities. The intent of zoning is to protect the public health, safety, and welfare by ensuring that incompatible land uses (e.g. residential vs. heavy industrial) are not located next to each other. Zoning also impacts land values, creating and taking away "capitol" for and from property owners. For example, a lot that is zoned for commercial development is more valuable (in financial terms) than a lot that is zoned for open space. Typically, lots that are zoned for higher densities have greater value on the market than lots that are zoned for lower densities. Zoning is one of the most important regulatory functions performed by local jurisdictions.

DATE SUBMITTED

8/1/2019

SUBMITTED BY

CITY MANAGER'S  
OFFICE

DATE ACTION REQUIRED

8/7/2019

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

## IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: REGARDING TERMINATION OF AGREEMENT  
 BETWEEN CITY OF IMPERIAL AND IMPERIAL CHAMBER OF COMMERCE

1. TERMINATION OF IMPERIAL CHAMBER OF COMMERCE SERVICE  
 AND LEASE AGREEMENT

DEPARTMENT INVOLVED:

BACKGROUND/SUMMARY:

As per direction by the City Council on July 17, 2019 during our Regular Meeting, attached for your review and consideration is the notice of termination of the Imperial Chamber Service and Lease Agreement. In addition to the "service" portion of the contract, this termination also includes the tenancy of the City's facility currently occupied by the Chamber located at 101 East 4<sup>th</sup> Street in Imperial.

FISCAL IMPACT: \$2500.00 1<sup>st</sup> Installment of Quarterly payment  
 \*\*\*Estimated Savings for Fiscal Year 2019-2020 \$18,750.00

FINANCE  
INITIALS JS

STAFF RECOMMENDATION: N/A

DEPT. INITIALS al

MANAGER'S RECOMMENDATION: N/A

CITY  
MANAGER'S  
INITIALS amo

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ( )

DISAPPROVED ( )

REFERRED TO:

REJECTED ( )

DEFERRED ( )

CITY LETTERHEAD

August 7, 2019

Imperial Chamber of Commerce  
101 East 4<sup>th</sup> Street  
P.O. Box 296  
Imperial, California 92251  
Attn: Susan J. Paradis, Executive Director

**Re: Notice of Termination of Imperial Chamber Service and Lease Agreement**

Dear Ms. Paradis:

During its meeting of August 7, 2019, the Imperial City Council took action to terminate the above referenced agreement. This letter will serve as the thirty (30) day notice called for by paragraph V.A. The effective date of the termination is September 30, 2019. As stated in the agreement, the termination applies to the service as well as the lease aspects of the agreement. You must vacate the premises located at 101 East 4<sup>th</sup> Street, Imperial, CA by no later than September 30, 2019.

Sincerely,  
City of Imperial

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By: Stefan T. Chatwin, City Manager

## **CITY OF IMPERIAL**

### **IMPERIAL CHAMBER SERVICE AND LEASE AGREEMENT**

This agreement ("AGREEMENT"), is made and effective as of the latest date of execution by the City of Imperial ("Agency"), a municipal corporation of the State of California and Imperial Chamber of Commerce ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

#### **I. TERM**

This AGREEMENT shall commence on effective date for a period commencing July 1, 2017 and shall remain and continue in effect until June 30, 2020, unless sooner terminated pursuant to the provisions of this AGREEMENT.

#### **II. SERVICES**

CONSULTANT shall perform the services described in the attached Exhibit A.

#### **III. PERFORMANCE**

CONSULTANT shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all tasks described herein. CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of CONSULTANT hereunder in meeting its obligations under this AGREEMENT.

#### **IV. PAYMENT**

- A. The AGENCY agrees to pay CONSULTANT quarterly in arrears the sum of \$2500.00. Additionally, CONSULTANT may occupy that portion of AGENCY owned property shown on the attached Exhibit B and located at 101 West 4<sup>th</sup> Street, Imperial, California 92251. Said property consists of 800 square feet of space which the CONSULTANT will have exclusive use of AGENCY, at its expense will provide water and electricity. CONSULTANT shall be responsible for all costs associated with other utilities, including, but not limited to telephone, gas, internet and the like. CONSULTANT shall not make any alterations to the building without Agency's prior written consent. The agreed upon value of CONSULTANT'S occupancy is \$3750.00 per calendar quarter.
- B. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Agency City Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency City Manager and

CONSULTANT at the time AGENCY's written authorization is given to CONSULTANT for the performance of said services.

- C. CONSULTANT will submit invoices quarterly for services performed. Invoices shall be submitted on or about the first business day of each calendar quarter, or as soon thereafter as practical, for services provided in the previous calendar quarter. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the AGENCY disputes any of CONSULTANT's fees it shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this AGREEMENT shall be made within forty-five (45) days of receipt of an invoice therefore.
- D. AGENCY shall be recognized as a Platinum sponsor
- E. CONSULTANT shall provide AGENCY with its annual financial report. The report shall detail CONSULTANT'S financial activities in the previous fiscal year. While an audit is preferred, AGENCY will accept a financial review in accordance with non-profit entities receiving public funds. The report shall be prepared by a CPA or other professional trained to perform such financial analysis. The report shall be submitted no later than 6 months after the end of the fiscal year.

**V. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

- A. Either Party may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, by serving upon the other at least 30 days prior written notice. Said termination will be effective at the end of the calendar quarter at least 30 days after notice. Upon receipt of said notice, the CONSULTANT shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise. If the AGENCY suspends or terminates a portion of this AGREEMENT such suspension or termination shall not make void or invalidate the remainder of this AGREEMENT. Unless otherwise specifically stated in the notice, termination includes services and occupancy of the AGENCY property.
- B. In the event this AGREEMENT is terminated pursuant to this Section, the AGENCY shall pay to CONSULTANT that portion of the annual \$10,000.00 fee for work performed up to the time of termination, provided that the work performed is of value to the AGENCY. Upon termination of the AGREEMENT pursuant to this Section, the CONSULTANT will submit an invoice to the AGENCY pursuant to Section IV.

**VI. DEFAULT OF CONSULTANT**

- A. The CONSULTANT's failure to comply with the provisions of this AGREEMENT shall constitute a default. In the event that CONSULTANT is in default for cause under the terms of this AGREEMENT, AGENCY shall have no obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and can terminate this AGREEMENT immediately by written notice to the CONSULTANT. If such failure by the CONSULTANT to make progress in the performance of work hereunder arises out causes beyond the CONSULTANT's control, and without fault or negligence of the CONSULTANT, it shall not be considered a default.
- B. If the Agency City Manager or his/her designee determines that the CONSULTANT is in default in the performance of any of the terms or conditions of this AGREEMENT, he/she shall cause to be served upon the CONSULTANT a written notice of the default. The CONSULTANT shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the CONSULTANT fails to cure its default within such period of time or fails to present the AGENCY with a written plan for the cure of the default, the AGENCY shall have the right, notwithstanding any other provision of this AGREEMENT, to terminate this AGREEMENT without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this AGREEMENT. Such termination includes CONSULTANT'S occupancy of the Agency property.

**VII. OWNERSHIP OF DOCUMENTS**

- A. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by AGENCY that relate to the performance of services under this AGREEMENT. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to the representatives of AGENCY or its designees at reasonable times to such books and records; shall give AGENCY the right to examine and audit said books and records; shall permit AGENCY to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this AGREEMENT. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.



## **VIII. INDEMNIFICATION**

### **A. Indemnity for professional liability**

When the law establishes a professional standard of care for CONSULTANT'S Services, to the fullest extent permitted by law, CONSULTANT shall indemnify, protect, defend and hold harmless AGENCY and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by any negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or Sub-Consultants (or any Agency or individual that CONSULTANT shall bear the legal liability thereof) in the performance of professional services under this AGREEMENT.

### **B. Indemnity for other than professional liability**

Other than in the performance of professional services and to the full extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless AGENCY, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this AGREEMENT by CONSULTANT or by any individual or AGENCY for which CONSULTANT is legally liable, including but not limited to officers, agents, employees or subcontractors of CONSULTANT.

### **C. Duty to defend**

In the event the AGENCY, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this AGREEMENT, and upon demand by AGENCY, CONSULTANT shall have an immediate duty to defend the AGENCY at CONSULTANT's cost or at AGENCY's option, to reimburse AGENCY for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters. Payment by AGENCY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and AGENCY, as to whether liability arises from the sole negligence of the AGENCY or its officers, employees, or agents, CONSULTANT will be obligated to pay for AGENCY's defense until such

time as a final judgment has been entered adjudicating the AGENCY as solely negligent. CONSULTANT will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

CONSULTANT shall maintain prior to the beginning of and for the duration of this AGREEMENT insurance coverage as specified in Exhibit C attached to and part of this AGREEMENT.

**IX. INDEPENDENT CONSULTANT**

- A. CONSULTANT is and shall at all times remain as to the AGENCY a wholly independent Consultant and/or independent contractor. The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither AGENCY nor any of its officers, employees, or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees, or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the AGENCY. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatever against AGENCY, or bind AGENCY in any manner.
- B. No employee benefits shall be available to CONSULTANT in connection with the performance of this AGREEMENT. Except for the fees paid to CONSULTANT as provided in the AGREEMENT, AGENCY shall not pay salaries, wages, or other compensation to CONSULTANT for performing services hereunder for AGENCY. AGENCY shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing services hereunder.

**X. LEGAL RESPONSIBILITIES**

The CONSULTANT shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this AGREEMENT. The CONSULTANT shall at all times observe and comply with all such laws and regulations. The AGENCY, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the CONSULTANT to comply with this Section.

**XI. UNDUE INFLUENCE**

CONSULTANT declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the AGENCY in connection with the award, terms or implementation of this AGREEMENT, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the AGENCY has or will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee or agent of CONSULTANT, in connection with the award of this AGREEMENT or any work to be conducted as a result of this AGREEMENT. Violation of this Section shall be a material breach of this AGREEMENT entitling the AGENCY to any and all remedies at law or in equity.

**XII. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of AGENCY, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any Agreement or sub-Agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this AGREEMENT.

**XIII. RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

- A. All documents which AGENCY provides to CONSULTANT in performance of this AGREEMENT which AGENCY considers confidential will be clearly marked as such. Such documents shall not be released by CONSULTANT without AGENCY's prior written authorization. CONSULTANT, its officers, employees, agents, or sub-consultants, shall not without written authorization from the Agency Manager or unless requested by the Agency Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this AGREEMENT or relating to any project or property located within the AGENCY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives AGENCY notice of such court order or subpoena.
- B. CONSULTANT shall promptly notify AGENCY should CONSULTANT, its officers, employees, agents, or sub-consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this AGREEMENT and the work performed there under or with respect to any project or property located within the AGENCY, unless the AGENCY is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless CONSULTANT is prohibited by law from informing the AGENCY of such Discovery.

AGENCY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless AGENCY is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to CONSULTANT in such proceeding, CONSULTANT agrees to cooperate fully with AGENCY and to provide the opportunity to review any response to discovery requests provided by CONSULTANT. However, AGENCY's right to review any such response does not imply or mean the right by AGENCY to control, direct, or rewrite said response.

**XIV. NOTICES**

Any notices which either party may desire to give to the other party under this AGREEMENT must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To AGENCY:                      City of Imperial  
                                         420 South Imperial Avenue  
                                         Imperial, California 92251  
                                         Attn: City Manager

To CONSULTANT:              Imperial Chamber of Commerce  
                                         101 W 4<sup>th</sup> Street  
                                         P.O. Box 296  
                                         Imperial, California 92251  
                                         Attn: Executive Director

**XV. ASSIGNMENT**

The CONSULTANT shall not assign the performance of this AGREEMENT, nor any part thereof, nor any monies due hereunder, without prior written consent of the AGENCY.

**XVI. LICENSES**

At all times during the term of this AGREEMENT, CONSULTANT shall have in full force and effect, all licenses required of it by law for the performance of the services described in this AGREEMENT.

**XVII. GOVERNING LAW**

The AGENCY and CONSULTANT understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this AGREEMENT and also govern the interpretation of this Agreement. Any litigation concerning this AGREEMENT shall take place in the municipal, superior, or federal district court with jurisdiction over the AGENCY.

**XVIII. ENTIRE AGREEMENT**

This AGREEMENT contains the entire understanding between the parties relating to the obligations of the parties described in this AGREEMENT. All prior or contemporaneous Agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this AGREEMENT or with respect to the terms and conditions of this AGREEMENT, are merged into this AGREEMENT and shall be of no further force or effect. Each party is entering into this AGREEMENT based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

**XIX. WORK SCHEDULE/TIME OF COMPLETION**

AGENCY and CONSULTANT agree that time is of the essence in this AGREEMENT. The Services described in Paragraph II shall be completed as set forth therein or in accordance with a schedule to be agreed upon by the parties.

**XX. AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this AGREEMENT on behalf of CONSULTANT warrants and represents that he/she has the authority to execute this AGREEMENT on behalf of the CONSULTANT and has the authority to bind CONSULTANT to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

CONSULTANT  
Imperial Chamber of Commerce

By:   
Susan Paradis, Executive Director

AGENCY  
City of Imperial, a municipal corporation

By:   
Stefan T. Chatwin, City Manager

Attest:

  
City Clerk

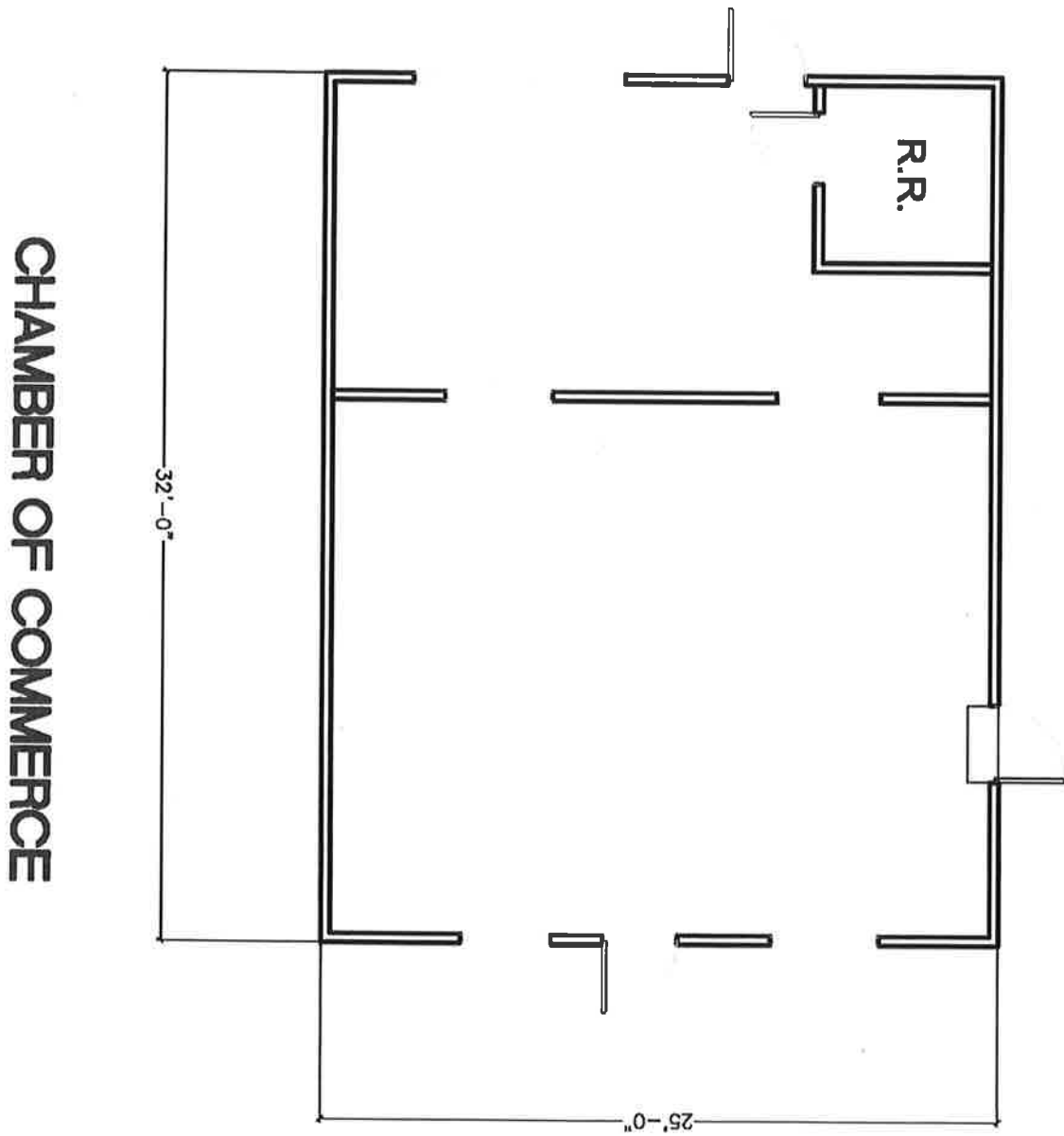
## **EXHIBIT A**

### **Imperial Chamber of Commerce Duties and Tasks**

The Imperial Chamber of Commerce promotes and champion's business growth and vitality for those who live, visit, and work in our community.

1. Chamber to maintain an office, open to the public on a regular schedule of not less than 16 hours per week in order to respond to requests for information and promote the general community/business environment to outside world. Maintain a supply of information about the history, culture and economics of Imperial and the Imperial Valley and provide same to those who ask, whether in person, by telephone, by mail or digitally.
2. Maintain an active program designed to increase and enhance business retention, expansion and attraction in Imperial.
3. Provide to the City by October 1<sup>st</sup> each year, a list of all events the Chamber intends on focusing their efforts and resources upon in order to promote the positive and healthy image of the City of Imperial to citizens, the region and to potential tourists and other interested parties. Special attention to be given to the major events such as Christmas In A Small Town which focus positive attention upon the community and brings in revenue to community businesses.
4. Chamber shall assist City staff with development, maintenance, and distribution of accurate data about the City and its businesses, such as demographic data, utility contacts, City contact information, training and work force assistance, transportation and education details, housing market and land availability data and other data as the client may need and is available.
5. Promote and market a "shop local" campaign and encourage new development in the City of Imperial.
6. The Chamber will present a report to the City Council at one Council meeting each month. A written status report on activities, finances and general operations will be provided to the City manager mid-year (January) and end of fiscal year (June).
7. Chamber agrees to refer and inform the City Manager or designated staff, about the needs of any business prospect interested in Imperial, or voiced by existing businesses.
8. Chamber shall develop and provide information about the Chamber and local businesses to distribute to business prospects.
9. Chamber shall support City branding and marketing efforts
10. The Chamber shall ensure that Chamber information and/or events carry the City of Imperial logo as a main contributor/sponsor, and the City shall receive all benefits of the Chamber's most valuable membership category.

EXHIBIT B





## EXHIBIT C

### INSURANCE REQUIREMENTS

Without limiting CONSULTANT's indemnification of AGENCY, and prior to commencement of Work, CONSULTANT shall obtain, provide and maintain at its own expense during the term of this AGREEMENT, policies of insurance of the type and amounts described below and in a form satisfactory to AGENCY.

**General liability insurance.** CONSULTANT shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

**Automobile liability insurance.** CONSULTANT shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this AGREEMENT, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

**Workers' compensation insurance.** CONSULTANT shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

CONSULTANT shall submit to AGENCY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of AGENCY, its officers, agents, employees and volunteers.

#### **Other provisions or requirements**

**Proof of insurance.** CONSULTANT shall provide certificates of insurance to AGENCY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by Agency's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with AGENCY at all times during the term of this contract. AGENCY reserves the right to require complete, certified copies of all required insurance policies, at any time.

**Duration of coverage.** CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONSULTANT, his agents, representatives, employees or Sub-Consultants.

**Primary/noncontributing.** Coverage provided by CONSULTANT shall be primary and any insurance or self-insurance procured or maintained by AGENCY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of AGENCY before the AGENCY's own insurance or self-insurance shall be called upon to protect it as a named insured.

**Agency's rights of enforcement.** In the event any policy of insurance required under this AGREEMENT does not comply with these specifications or is canceled and not replaced, AGENCY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by AGENCY will be promptly reimbursed by CONSULTANT or AGENCY will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, AGENCY may cancel this AGREEMENT.

**Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Agency's Risk Manager.

**Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against AGENCY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONSULTANT or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONSULTANT hereby waives its own right of recovery against AGENCY, and shall require similar written express waivers and insurance clauses from each of its Sub-Consultants.

**Enforcement of contract provisions (non estoppel).** CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of the AGENCY to inform CONSULTANT of non-compliance with any requirement imposes no additional obligations on the AGENCY nor does it waive any rights hereunder.

**Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the AGENCY requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance

proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the AGENCY.

**Notice of cancellation.** Consultant agrees to oblige its insurance agent or broker and insurers to provide to AGENCY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

**Additional insured status.** General liability policies shall provide or be endorsed to provide that AGENCY and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

**Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to AGENCY and approved of in writing.

**Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

**Pass through clause.** CONSULTANT agrees to ensure that its subConsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONSULTANT, provide the same minimum insurance coverage and endorsements required of CONSULTANT. CONSULTANT agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONSULTANT agrees that upon request, all Agreements with Consultants, subcontractors, and others engaged in the project will be submitted to AGENCY for review.

**Agency's right to revise specifications.** The AGENCY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONSULTANT ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the CONSULTANT, the AGENCY and CONSULTANT may renegotiate CONSULTANT's compensation.

**Self-insured retentions.** Any self-insured retentions must be declared to and approved by AGENCY. AGENCY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by AGENCY.

**Timely notice of claims.** CONSULTANT shall give AGENCY prompt and timely notice of claims made or suits instituted that arise out of or result from CONSULTANT's

performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

**Additional insurance.** CONSULTANT shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

DATE SUBMITTED

08/07/2019

SUBMITTED BY

R. Alejandro Estrada

DATE ACTION REQUIRED

08/07/2019

|                                   |                    |
|-----------------------------------|--------------------|
| COUNCIL ACTION                    | (x)                |
| PUBLIC HEARING REQUIRED           | ( )                |
| RESOLUTION                        | ( )                |
| ORDINANCE 1 <sup>ST</sup> READING | ( )                |
| ORDINANCE 2 <sup>ND</sup> READING | ( )                |
| CITY CLERK'S INITIALS             | <i>[Signature]</i> |

# IMPERIAL CITY COUNCIL AGENDA ITEM

|                                                                                                                                                                                                                                                                                                                                                                |                                                                                                               |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|
| SUBJECT: DISCUSSION/ACTION:<br>1. APPROVAL OF AGREEMENT BETWEEN THE CITY OF IMPERIAL AND CODE EXXPERTS FOR WEB DEVELOPMENT SERVICES FOR THE TERM OF ONE (1) YEAR IN THE ANNUAL AMOUNT OF \$18,800.00.                                                                                                                                                          |                                                                                                               |
| DEPARTMENT INVOLVED: DEPARTMENT OF INFORMATION TECHNOLOGY                                                                                                                                                                                                                                                                                                      |                                                                                                               |
| BACKGROUND/SUMMARY:<br>In an effort to maintain the City's current website and Payments Online system, the City has contracted with Code Exxperts. The City maintains all rights and licensing for our website and server systems. Included in this packet, you will find a professional services agreement and attachments for Council's review and approval. |                                                                                                               |
| FISCAL IMPACT: NOT TO EXCEED<br><br>FISCAL IMPACT: 18,800.00<br><br>* As budgeted in the 2019-2020 Municipal Budget; please reference pg. of 15 adopted budget, account 01-143-5210.                                                                                                                                                                           | FINANCE INITIALS          |
| STAFF RECOMMENDATION:<br>It is staffs recommendation to approve the disbursement of funds for the maintenance of City's Website and Payments Only System.                                                                                                                                                                                                      | DEPT. INITIALS           |
| MANAGER'S RECOMMENDATION:<br>The City Manager agrees with staffs recommendation.                                                                                                                                                                                                                                                                               | CITY MANAGER's INITIALS  |
| MOTION:                                                                                                                                                                                                                                                                                                                                                        |                                                                                                               |
| SECONDED:<br>AYES:<br>NAYES:<br>ABSENT:                                                                                                                                                                                                                                                                                                                        | APPROVED ( )<br>DISAPPROVED ( )<br>REJECTED ( )<br>DEFERRED ( )<br>REFERRED TO:                               |

## **AGREEMENT FOR PROFESSIONAL SERVICES**

This PROFESSIONAL SERVICE AGREEMENT ("AGREEMENT"), is made and entered by and between the City of Imperial, a municipal corporation of the State of California ("Agency") and Code Exxperts, LLC ("CONSULTANT").

### **RECITALS**

Whereas, Agency desires to engage Consultant to perform certain professional services, as provided herein; and

WHEREAS, the Consultant is qualified and desires to accept such engagement

Now, THEREFORE, In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

#### **I. TERM**

This AGREEMENT shall commence on the eighteenth (17) day of July 2019 and shall remain and continue in effect until tasks described herein are completed, but in no event later than July 17, 2020 unless sooner terminated pursuant to the provisions of this AGREEMENT.

#### **II. SERVICES**

CONSULTANT shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full "TASKS". To the extent that Exhibit A is a proposal from CONSULTANT, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this AGREEMENT unless specifically agreed to in writing.

#### **III. PERFORMANCE**

CONSULTANT shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of CONSULTANT hereunder in meeting its obligations under this AGREEMENT.

#### **IV. AGENCY MANAGEMENT**

AGENCY's Manager, or his/her designee, shall represent AGENCY in all matters pertaining to the administration of this AGREEMENT, review and approval of all products submitted by CONSULTANT. AGENCY's Manager, or his/her designee, shall be authorized to act on AGENCY's behalf and to execute all necessary

documents which enlarge the Tasks to Be Performed or change CONSULTANT's compensation, subject to Section V.

**V. PAYMENT**

- A. The AGENCY agrees to pay CONSULTANT on a semi-monthly basis upon receipt of invoice, in accordance with the payment rates and terms and the schedule of payment, incorporated herein as set forth by Exhibit B by this reference as though set forth in full. CONSULTANT Invoice shall reflect date of work, time spent and project title for tracking and verification purposes. This amount shall not exceed Eighteen thousand six hundred ninety dollars and sixty three cents (\$18,690.63) for the total term of the AGREEMENT unless additional payment is approved by the AGENCY Manager.
- B. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Agency Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency Manager and CONSULTANT at the time AGENCY's written authorization is given to CONSULTANT for the performance of said services. The Agency Manager may approve additional work but in no event shall the total amount to be paid pursuant to this AGREEMENT exceed ten-thousand dollars (\$10,000.00) without prior approval by the Agency City Council.

**VI. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

- A. The AGENCY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, by serving upon the CONSULTANT at least thirty (30) days prior written notice. Upon receipt of said notice, the CONSULTANT shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise. If the AGENCY suspends or terminates a portion of this AGREEMENT such suspension or termination shall not make void or invalidate the remainder of this AGREEMENT.
- B. In the event this AGREEMENT is terminated pursuant to this Section, the AGENCY shall pay to CONSULTANT the actual value of the work performed up to the time of termination, provided that the work performed is of value to the AGENCY. Upon termination of the AGREEMENT pursuant to this Section, the CONSULTANT will submit an invoice to the AGENCY pursuant to Section V.

- C. In the event this AGREEMENT is terminated pursuant to this Section, CONSULTANT shall render all passwords, codes and all other applicable access data to the Information Technology Director.

## **VII. DEFAULT OF CONSULTANT**

- A. The CONSULTANT's failure to comply with the provisions of this AGREEMENT shall constitute a default. In the event that CONSULTANT is in default for cause under the terms of this AGREEMENT, AGENCY shall have no obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and can terminate this AGREEMENT immediately by written notice to the CONSULTANT. If such failure by the CONSULTANT to make progress in the performance of work hereunder arises out causes beyond the CONSULTANT's control, and without fault or negligence of the CONSULTANT, it shall not be considered a default.
- B. If the City Manager, or his designee, determines that the CONSULTANT is in default in the performance of any of the terms or conditions of this AGREEMENT, he/she shall cause to be served upon the CONSULTANT a written notice of the default. The CONSULTANT shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the CONSULTANT fails to cure its default within such period of time or fails to present the AGENCY with a written plan for the cure of the default, the AGENCY shall have the right, notwithstanding any other provision of this AGREEMENT, to terminate this AGREEMENT without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this AGREEMENT.

## **VIII. OWNERSHIP OF DOCUMENTS**

- A. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by AGENCY that relate to the performance of services under this AGREEMENT. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.
- B. Upon completion of, or in the event of termination or suspension of this AGREEMENT, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this AGREEMENT shall become the sole property of the AGENCY and may be used, reused, or otherwise disposed of by the AGENCY without the



permission of the CONSULTANT. With respect to computer files, CONSULTANT shall make available to the AGENCY, at the CONSULTANT's office and upon reasonable written request by the AGENCY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. CONSULTANT hereby grants to AGENCY all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by CONSULTANT in the course of providing the services under this AGREEMENT.

## **IX. INDEMNIFICATION AND DEFENSE**

### **A. Indemnity**

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless AGENCY and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or subconsultants (or any agency or individual that CONSULTANT shall bear the legal liability thereof) in the performance of services under this AGREEMENT. CONSULTANT's duty to indemnify and hold harmless AGENCY shall not extend to the AGENCY's sole or active negligence.

### **B. Duty to defend**

In the event the AGENCY, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this AGREEMENT, and upon demand by AGENCY, CONSULTANT shall defend the AGENCY at CONSULTANT's cost or at AGENCY's option, to reimburse AGENCY for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by CONSULTANT's negligent acts, errors or omissions. Payment by AGENCY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and AGENCY, as to whether liability arises from the sole or active negligence of the AGENCY or its officers, employees, or agents, CONSULTANT will be obligated to pay for AGENCY's defense until such time as a final judgment has been entered adjudicating the AGENCY as solely or actively negligent. CONSULTANT will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

**X. INSURANCE**

CONSULTANT shall maintain prior to the beginning of and for the duration of this AGREEMENT insurance coverage as specified in Exhibit B attached to and part of this AGREEMENT.

**XI. INDEPENDENT CONSULTANT**

- A. CONSULTANT is and shall at all times remain as to the AGENCY a wholly independent consultant and/or independent contractor. The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither AGENCY nor any of its officers, employees, or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees, or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the AGENCY. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatever against AGENCY, or bind AGENCY in any manner.
- B. No employee benefits shall be available to CONSULTANT in connection with the performance of this AGREEMENT. Except for the fees paid to CONSULTANT as provided in the AGREEMENT, AGENCY shall not pay salaries, wages, or other compensation to CONSULTANT for performing services hereunder for AGENCY. AGENCY shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing services hereunder.

**XII. LEGAL RESPONSIBILITIES**

The CONSULTANT shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this AGREEMENT. The CONSULTANT shall at all times observe and comply with all such laws and regulations. The AGENCY, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the CONSULTANT to comply with this Section.

**XIII. UNDUE INFLUENCE**

CONSULTANT declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the AGENCY in connection with the award, terms or implementation of this AGREEMENT, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the AGENCY has or will receive compensation, directly or indirectly, from CONSULTANT, or from any officer,

employee or agent of CONSULTANT, in connection with the award of this AGREEMENT or any work to be conducted as a result of this AGREEMENT. Violation of this Section shall be a material breach of this AGREEMENT entitling the AGENCY to any and all remedies at law or in equity.

**XIV. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of AGENCY, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this AGREEMENT.

**XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

- A. All information gained by CONSULTANT in performance of this AGREEMENT shall be considered confidential and shall not be released by CONSULTANT without AGENCY's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not without written authorization from the Agency Manager or unless requested by the Agency Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this AGREEMENT or relating to any project or property located within the AGENCY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives AGENCY notice of such court order or subpoena.
- B. CONSULTANT shall promptly notify AGENCY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this AGREEMENT and the work performed there under or with respect to any project or property located within the AGENCY, unless the AGENCY is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless CONSULTANT is prohibited by law from informing the AGENCY of such Discovery. AGENCY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless AGENCY is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to CONSULTANT in such proceeding, CONSULTANT agrees to cooperate fully with AGENCY and to provide the opportunity to review any response to discovery requests provided by CONSULTANT. However, AGENCY's right to review any such response does not imply or mean the right by AGENCY to control, direct, or rewrite said response.

**XVI. NOTICES**

Any notices which either party may desire to give to the other party under this AGREEMENT must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To AGENCY:                      City of Imperial  
                                         420 South Imperial Avenue  
                                         Imperial, CA 92251  
                                         Attention: City Manager's Office

To CONSULTANT:              Code Exxperts, LLC  
                                         233 Paulin Avenue, Apt. 8214  
                                         Calexico, CA 92231  
                                         Attention: Ricardo Hernandez

**XVII. ASSIGNMENT**

The CONSULTANT shall not assign the performance of this AGREEMENT, nor any part thereof, nor any monies due hereunder, without prior written consent of the AGENCY. Because of the personal nature of the services to be rendered pursuant to this AGREEMENT, only CONSULTANT shall perform the services described in this AGREEMENT. Ricardo Hernandez may use assistants, under his direct supervision, to perform some of the services under this AGREEMENT. CONSULTANT shall provide AGENCY thirty (30) days' notice prior to the departure of Ricard Hernandez from CONSULTANT's employ. Should he leave CONSULTANT's employ, the AGENCY shall have the option to immediately terminate this AGREEMENT, within three (3) days of the close of said notice period. Upon termination of this Agreement, CONSULTANT's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the CONSULTANT. Before retaining or contracting with any CONSULTANT for any services under this AGREEMENT, CONSULTANT shall provide AGENCY with the identity of the proposed CONSULTANT, a copy of the proposed written contract between CONSULTANT and such sub-consultant which shall include and indemnity provision similar to the one provided herein and identifying AGENCY as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed sub-consultant carries insurance at least equal to that required by this AGREEMENT or obtain a written waiver from AGENCY for such insurance.

**XVIII. LICENSES**

At all times during the term of this AGREEMENT, CONSULTANT shall have in full force and effect, all licenses required of it by law for the performance of the services described in this AGREEMENT.

**XIX. GOVERNING LAW**

The AGENCY and CONSULTANT understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this AGREEMENT and also govern the interpretation of this Agreement. Any litigation concerning this AGREEMENT shall take place in the municipal, superior, or federal district court with jurisdiction over the AGENCY.

**XX. ENTIRE AGREEMENT**

This AGREEMENT contains the entire understanding between the parties relating to the obligations of the parties described in this AGREEMENT. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this AGREEMENT or with respect to the terms and conditions of this AGREEMENT, are merged into this AGREEMENT and shall be of no further force or effect. Each party is entering into this AGREEMENT based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

**XXI. AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this AGREEMENT on behalf of CONSULTANT warrants and represents that he/she has the authority to execute this AGREEMENT on behalf of the CONSULTANT and has the authority to bind CONSULTANT to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

Code Exxperts, LLC

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

Ricardo Hernandez  
President

City of Imperial  
A Municipal Corporation

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

Stefan T. Chatwin  
City Manager

ATTEST:

\_\_\_\_\_  
Debra Jackson, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Dennis H. Morita, City Attorney

|              |           |                        |
|--------------|-----------|------------------------|
| Attachments: | Exhibit A | Scope of Work          |
|              | Exhibit B | Payment Schedule       |
|              | Exhibit C | Insurance Requirements |

## **EXHIBIT A**

### **SCOPE OF WORK**

#### **Prelude:**

The following tasks will serve as the scope of work for "CONSULTANT" with regards to the Professional Services performed on behalf of the City of Imperial for the duration of the agreement set forth herein:

Code Exxperts, LLC shall perform the following tasks:

#### **1. Website.-**

##### **I. Hosting Server administration**

- a) Oversee webserver integrity
- b) Configure services
- c) Database maintenance
- d) Server folder structure and forwarding
- e) Hosting Migration, Setup, Republishing

##### **II. ADA content and code level compliance**

- a) Siteimprove reports monitoring and processing
- b) Code level verification and compliance

##### **III. System integrity, security and backup**

- a) Updating system code and monitor current and foreseen threats
- b) Periodic database and system code backup and secure storage
- c) Monitoring user, content, mail, access denied, cron, page not found and search string events
- d) Link checking
- e) Contact form abuse prevention

##### **IV. Content publication/facilitation**

- a) RPF/BID
- b) City Council, Planning Commission, Library Board, Oversight Board, Successor Agency Agenda(s)
- c) Front-page Public Notices
- d) Public Library events
- e) State of the City Address
- f) Primary/Secondary Menu Structure
- g) Building Permit Reports
- h) Special notices

##### **V. Newsletter publication and distribution**

- a) Mass email subscribing/unsubscribing
- b) Subscriber administration
- c) Template design
- d) General newsletter distribution assistance

## **2. iWeb System.-**

- a) Content and Contact information, content styling, special notices and other content related updates.
- b) Troubleshooting for existing queries, code and or functionality
- c) Additional queries and calculations with existing database structure and information
- d) Improved and or commonly used widget inserts
- e) Graphic User Interphase modifications
- f) Front End/Back end updates or modifications

Services performed outside of this Agreement shall require de prior authorization by the City Manager. Such services include but are not limited to:

### **1. Website.-**

- I. Custom programming / development
- II. Functionality not currently available or stemming from external changes/needs.

Including but not limited to:

- a) RFP/BID User profile Registration
- b) RFP/BID User Subscription
- c) Water/Sewer rate calculation
- d) Template and/or Graphic User Interface generation and/or modifications
- e) Bulk content updates for external compliance
- f) Widgets and other display elements

## **2. iWeb System.-**

Code level programming and development for functionality not currently available or stemming from external changes/needs. Including but not limited to:

- a) Payment processing
- b) Automatic payments and subscriptions
- c) Manual payments
- d) In-person payments
- e) Paperless billing and subscriptions

- 3. Mobile App Development (iOS / Android / Hybrid)**
- 4. Social Media Development / Deployment / Strategy**
- 5. Original Artwork / Theme / Template Development**
- 6. Original or Custom Animations**
- 7. Text/image translation**
- 8. Subtitling and multimedia modifications**



**EXHIBIT B**

**PAYMENT SCHEDULE**

The AGENCY agrees to pay CONSULTANT on a semi-monthly basis in the amount of seven hundred seventy eight dollars and thirty six cents (\$778.36). The annual amount to be paid to CONSULTANT shall not exceed eighteen thousand nine hundred sixty dollars and sixty three cents (\$18,960.63).

Upon receipt of invoice, Payment Schedule shall proceed as follows:

1<sup>st</sup> of each month - \$778.36

16<sup>th</sup> of each month - \$778.36;

Annual Payment(s) to total \$18,960.63

## **EXHIBIT C**

### **INSURANCE REQUIREMENTS**

Without limiting CONSULTANT's indemnification of AGENCY, and prior to commencement of Work, CONSULTANT shall obtain, provide and maintain at its own expense during the term of this AGREEMENT, policies of insurance of the type and amounts described below and in a form satisfactory to AGENCY.

**General liability insurance.** CONSULTANT shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

**Automobile liability insurance.** CONSULTANT shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this AGREEMENT, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

**Professional liability (errors & omissions) insurance.** CONSULTANT shall maintain professional liability insurance that covers the Services to be performed in connection with this AGREEMENT, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this AGREEMENT and CONSULTANT agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this AGREEMENT.

**Workers' compensation insurance.** CONSULTANT shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

CONSULTANT shall submit to AGENCY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of AGENCY, its officers, agents, employees and volunteers.

**Umbrella or excess liability insurance.** [Optional depending on limits required]. CONSULTANT shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including

commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

#### **Other provisions or requirements**

**Proof of insurance.** CONSULTANT shall provide certificates of insurance to AGENCY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by Agency's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with AGENCY at all times during the term of this contract. AGENCY reserves the right to require complete, certified copies of all required insurance policies, at any time.

**Duration of coverage.** CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONSULTANT, his agents, representatives, employees or subconsultants.

**Primary/noncontributing.** Coverage provided by CONSULTANT shall be primary and any insurance or self-insurance procured or maintained by AGENCY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of AGENCY before the AGENCY's own insurance or self-insurance shall be called upon to protect it as a named insured.

**Agency's rights of enforcement.** In the event any policy of insurance required under this AGREEMENT does not comply with these specifications or is canceled and not replaced, AGENCY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by AGENCY will be promptly reimbursed by CONSULTANT or AGENCY will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, AGENCY may cancel this AGREEMENT.

**Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an

assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Agency's Risk Manager.

**Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against AGENCY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONSULTANT or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONSULTANT hereby waives its own right of recovery against AGENCY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

**Enforcement of contract provisions (non estoppel).** CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of the AGENCY to inform CONSULTANT of non-compliance with any requirement imposes no additional obligations on the AGENCY nor does it waive any rights hereunder.

**Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the AGENCY requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the AGENCY.

**Notice of cancellation.** Consultant agrees to oblige its insurance agent or broker and insurers to provide to AGENCY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

**Additional insured status.** General liability policies shall provide or be endorsed to provide that AGENCY and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

**Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to AGENCY and approved of in writing.

**Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each

insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

**Pass through clause.** CONSULTANT agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONSULTANT, provide the same minimum insurance coverage and endorsements required of CONSULTANT. CONSULTANT agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONSULTANT agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to AGENCY for review.

**Self-insured retentions.** Any self-insured retentions must be declared to and approved by AGENCY. AGENCY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by AGENCY.

**Timely notice of claims.** CONSULTANT shall give AGENCY prompt and timely notice of claims made or suits instituted that arise out of or result from CONSULTANT's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies. Notice to Agency not to exceed ten (10) days.

**Additional insurance.** CONSULTANT shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

08/07/2019

R. Alejandro Estrada

08/07/2019

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|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| <p><b>SUBJECT:</b> DISCUSSION/ACTION:</p> <p>I. APPROVE DISBURSEMENT OF FUNDS FOR UTILITY BILLING SOFTWARE UPGRADE PROVIDED BY HARRIS COMPUTER IN THE AMOUNT OF \$30,080.00.</p>                                                                                                                                                                                                                                                     |                                                                                                                             |
| <p><b>DEPARTMENT INVOLVED:</b> DEPARTMENT OF INFORMATION TECHNOLOGY</p>                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                             |
| <p><b>BACKGROUND/SUMMARY:</b></p> <p>As part of the upgrades to the Information Technology Infrastructure and Services, we have included in the Information Technology Budget for 2019 - 2020 the upgrade of our utility billing software from inHance to Impresa. We have received a Proposal from Harris Computer Systems for this upgrade in the amount of \$30,080.00. We budgeted for this upgrade the amount of 33,080.00.</p> |                                                                                                                             |
| <p><b>FISCAL IMPACT: NOT TO EXCEED</b></p> <p><b>FISCAL IMPACT: 30,080.00</b></p> <p>* As budgeted in the 2019-2020 Municipal Budget; please reference pg. 15 of adopted budget, account 01-143-5250.</p>                                                                                                                                                                                                                            | <p><b>FINANCE INITIALS</b></p>          |
| <p><b>STAFF RECOMMENDATION:</b></p> <p>It is staffs recommendation to approve the disbursement of funds for the utility billing software upgrade service.</p>                                                                                                                                                                                                                                                                        | <p><b>DEPT. INITIALS</b></p>           |
| <p><b>MANAGER'S RECOMMENDATION:</b></p> <p>The City Manager agrees with staffs recommendation.</p>                                                                                                                                                                                                                                                                                                                                   | <p><b>CITY MANAGER'S INITIALS</b></p>  |
| <p><b>MOTION:</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                             |
| <p><b>SECONDED:</b></p> <p><b>AYES:</b></p> <p><b>NAYES:</b></p> <p><b>ABSENT:</b></p>                                                                                                                                                                                                                                                                                                                                               | <p><b>APPROVED</b> ( )</p> <p><b>DISAPPROVED</b> ( )</p> <p><b>REFERRED TO:</b></p>                                         |
|                                                                                                                                                                                                                                                                                                                                                                                                                                      | <p><b>REJECTED</b> ( )</p> <p><b>DEFERRED</b> ( )</p>                                                                       |



# IMPRESA CIS UPGRADE

Cost Proposal

City of Imperial

July 19, 2019



Mike Wilson

Regional Sales Representative  
[mwilson@harriscomputer.com](mailto:mwilson@harriscomputer.com)

**City of Imperial CA**  
Impresa CIS upgrade Cost Proposal

|                                                                |                 |             |                     |
|----------------------------------------------------------------|-----------------|-------------|---------------------|
| <b>Impresa CIS Software License Transfer Fee:</b>              | <b>Quantity</b> | <b>Unit</b> | <b>Total</b>        |
| CIS User License transfer fee                                  | 15              | Users       | \$5,000.00          |
| <b>Total One-Time Software License Transfer Fee</b>            |                 |             | <b>\$5,000.00</b>   |
|                                                                |                 |             |                     |
| <b>Implementation &amp; Professional Services</b>              | <b>Quantity</b> | <b>Unit</b> | <b>Total</b>        |
| Business Process Review                                        | 16              | Hours       | \$2,640.00          |
| Training                                                       | 38              | Hours       | \$6,270.00          |
| Project Management                                             | 32              | Hours       | \$5,280.00          |
| Installation (includes Sensus Flexnet API)                     | 24              | Hours       | \$3,960.00          |
| Forms, statements, disconnect notices, door hangers            | 42              | Hours       | \$6,930.00          |
|                                                                |                 |             |                     |
| <b>Total Implementation &amp; Professional Services</b>        |                 |             | <b>\$25,080.00</b>  |
|                                                                |                 |             |                     |
| <b>Total Software &amp; Services Total</b>                     |                 |             | <b>\$ 30,080.00</b> |
|                                                                |                 |             |                     |
| <b>Annual Software Support &amp; Maintenance</b>               | <b>Quantity</b> | <b>Unit</b> | <b>Total</b>        |
| Annual Maintenance Impresa CIS increase                        |                 | Annual      | \$0.00              |
| <b>Total Annual Support &amp; Maintenance Increase</b>         |                 |             | <b>\$0.00</b>       |
|                                                                |                 |             |                     |
| <b>Total Software, Services, and First Year Annual Support</b> |                 |             | <b>\$30,080.00</b>  |
|                                                                |                 |             |                     |



### Comments and Clarifications

- 1) Computer hardware, network, Microsoft SQL Server and any additional required items not noted above, are to be purchased by client and are not included in this proposal unless stated above.
- 2) Pricing does include any applicable tax and is valid through August 2019. Sales tax will be billed to the customer if applicable.
- 3) Customer is required to provide dedicated internet access to server for product updates and troubleshooting.
- 4) Harris employee travel cost and living expenses will be billed separately and are not included in this proposal.
- 5) City of Imperial is responsible for verifying that the current server and workstations meet the minimum requirements shown in the attached document. Our assistance to install Impresa is included in this proposal but is dependent upon those requirements being met.
- 6) City of Imperial is responsible for their network infrastructure and configuration. The quote does not include setting up "Microsoft Active Directory Security" or other "Network or Operating system Services".
- 7) Maintenance fees start at installation of the product.
- 8) Delivery is estimated at 120 days after order is received. Target go live date is before EOY.
- 9) Our proposal is based on our best understanding of the customer's requirements at the time of contract signing.
- 10) Migrations to new computer servers is not included in this proposal
- 11) The City will continue to outsource billing to Infosend.
- 12) The City will continue to use IWEBMS (Transaction Warehouse). In the event that Harris decides in the future not to work with IWEBMS we will substitute a "like for like" third party partner (Invoice Cloud or Paymentus) at no charge. Transaction fees for any Harris EBPP partner are outside the domain of Harris.

**Payment schedule is as follows and based on information provided in the Pricing section.**

50% of total invoice will be billed (net 30) after signed order is received.

20% upon Commencement of Business Process Review

20% upon Commencement of Training

10% upon Go Live.

All payments are due (net 30) upon invoice receipt

**Above Order Accepted and Approved By:**

---

Signature

---

Date

---

## **Recommended Hardware for Impresa iONE with MS GP**

### **Workstations:**

- Windows 10 Pro 32/64 bit with latest service pack
- 2.8 GHz + processor
- Minimum 8 GB RAM – 16 GB RAM Recommended
- Video Card and Monitor that supports SXGA (1280 x 1024 resolution)
- 5 GB free Hard Drive space for Impresa iONE and MS GP software
- Adobe Acrobat Viewer

### **Server:**

Major Computer Manufacturers are preferred: Dell, Gateway, HP, etc.

### **Server Hardware & Software:**

- **Operating System:** Windows 2012 Server/64bit running the latest Service Pack or better
- **Database:** MS SQL Server 2014 Standard the latest Service Pack or better
- **Processor:** One dual-core 2.8 GHz + / 64 bit
- **Memory:** 32 GB RAM minimum
- **Hard Drive Configuration:** RAID 1 for operation system and applications (2 disks)  
RAID 1 for SQL database log files (2 disks)  
RAID 5 (4 disks min) for SQL data files
- **Network Configuration:** TCP/IP Configuration Preferred, Must be member of a Domain and have access to the Active Directory
- **Network Card:** 1GB Ethernet
- **Connectivity:** MS Remote Desktop for Remote Support Connection

### **System Back Up Recommendation:**

- Comparable w/HD space - Backup software

### **Battery Back Up:**

- Back Up "Smart UPS" for server w/network monitor

### **Printers:**

- HP Laser, HP 4000 Series, HP 4050N, HP 4200 or HP 8000 Series Recommended
- Dell Laser M5200n

### **Scanners:**

- Symbol DS9208 Scanner/Synapse Cable/Interface Cable

### **Cash Drawer System:**

- Epson TMU 675 Impact Receipt Printer
- MMF Cash Drawer 18.81 x 15.81 With Interface for Brand of Receipt Printer

***Note:***

This document is intended to be a general specification, not a specific recommendation for your Business application. A final specification should be completed by your local hardware/network provider. Harris can be contacted for any questions and should be allowed final review of the specification to insure compliance with Harris software products. Harris does not provide installation support. Installation and support by a local provider with experience installing and supporting PC computer hardware, NT Networks/MS SQL Server is recommended. For network installation, the local provider should have a Microsoft Certified Systems Engineer (MCSE) or an NT Product Specialist on staff.

Agenda Item No. F-4

DATE SUBMITTED 08/07/2019  
 SUBMITTED BY R. Alejandro Estrada  
 DATE ACTION REQUIRED 08/07/2019

COUNCIL ACTION (x)  
 PUBLIC HEARING REQUIRED ( )  
 RESOLUTION ( )  
 ORDINANCE 1<sup>ST</sup> READING ( )  
 ORDINANCE 2<sup>ND</sup> READING ( )  
 CITY CLERK'S INITIALS JB

## IMPERIAL CITY COUNCIL AGENDA ITEM

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| SUBJECT: DISCUSSION/ACTION:<br><div style="text-align: center; margin-top: 10px;">             1. APPROVAL OF LEASE AGREEMENT BETWEEN CITY OF IMPERIAL AND DELL<br/>             DISBURSEMENT OF FUNDS FOR THE TERM OF THREE (3) YEARS IN THE<br/>             ANNUAL AMOUNT OF \$24,718.33.         </div> DEPARTMENT INVOLVED: DEPARTMENT OF INFORMATION TECHNOLOGY                                                                                                                                                          |                                                                                       |
| BACKGROUND/SUMMARY:<br><p style="margin-top: 10px;">As part of the improvement to the Information Technology Infrastructure and Services, we have included in the Information Technology Budget for 2019 - 2020 the replacement of core servers in our data center. We have received a Proposal from Dell Computer for a three years lease agreement for four Dell PowerEdge Servers in the amount of three payments of \$24,718.33 (total project cost: 70,434.64). We budgeted for this upgrade the amount of 24,931.00.</p> |                                                                                       |
| FISCAL IMPACT: NOT TO EXCEED<br><div style="margin-top: 10px;">             FISCAL IMPACT: 24,718.33<br/>             * As budgeted in the 2019-2020 Municipal Budget; please reference pg. 16 of adopted budget, account 01-143-5442.         </div>                                                                                                                                                                                                                                                                          | FINANCE INITIALS<br><div style="text-align: center; margin-top: 10px;"> </div>        |
| STAFF RECOMMENDATION:<br>It is staffs recommendation to approve the disbursement of funds for the lease of Dell Servers.                                                                                                                                                                                                                                                                                                                                                                                                       | DEPT. INITIALS<br><div style="text-align: center; margin-top: 10px;"> </div>          |
| MANAGER'S RECOMMENDATION:<br>The City Manager agrees with staffs recommendation.                                                                                                                                                                                                                                                                                                                                                                                                                                               | CITY MANAGER'S INITIALS<br><div style="text-align: center; margin-top: 10px;"> </div> |
| MOTION:<br><div style="margin-top: 20px;"> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">             SECONDED:<br/>             AYES:<br/>             NAYES:<br/>             ABSENT:           </div> <div style="width: 45%;">             APPROVED ( )<br/>             DISAPPROVED ( )<br/>             REFERRED TO:           </div> <div style="width: 45%;">             REJECTED ( )<br/>             DEFERRED ( )           </div> </div> </div>                            |                                                                                       |



ACCTS PAYABLE  
CITY OF IMPERIAL  
420 S IMPERIAL AVE  
IMPERIAL, CA 92251

JULY 10, 2019 12:04:27 PM

Dear CITY OF IMPERIAL,

Thank you for choosing Dell Financial Services for your technology leasing needs. We are enclosing the Lease and the Attachment A for your review. Once you have inspected the documents, please follow the five simple steps listed below:

- Step 1 Provide your Federal Employer Identification (FEI) Number on **Page 1 of 5** if your FEIN is not printed.
- Step 2 Sign and Date the **YOU/LESSEE** section only on **Page 2 of 5** and print your **NAME and TITLE**.
- Step 3 After completing steps 1 through 2, return **ALL PAGES** via email to Public\_Manual\_Docs@Dell.com, excluding AutoPay.
- Step 4 **(Optional)** For the ease and convenience of **AUTOPAY**, please complete the enclosed form and return it according to the instructions on the autopay form.

Thanks again for choosing Dell Financial Services. If you have any questions regarding the enclosed documentation, please feel free to contact us.

**RALPH\_MASSONI**  
800-955-3355-

\*\*\*\*\*Helpful Information\*\*\*\*\*

**Lease Related:** Your DFS Lease Number is: **810 - 8929757-003**  
**Equipment Related:** Your DELL Customer Number is: **22970290**

For Dell Inc. equipment support or questions call **(888) 560-8324**.

View [www.Dell.com/Support](http://www.Dell.com/Support) for Dell order status once your Lease paperwork is complete or call (800) 879-3355



Your Dell Customer Number is: 22970290

Company No: 73

THIS LEASE AGREEMENT ("LEASE") SETS FORTH YOUR RESPONSIBILITIES AND OBLIGATIONS WITH REGARD TO YOUR LEASE OF THE PRODUCTS. IF YOU WISH TO ENTER INTO THIS LEASE ELECTRONICALLY, PLEASE FOLLOW THE INSTRUCTIONS PROVIDED. YOUR ELECTRONIC SIGNATURE WILL CONSTITUTE YOUR AGREEMENT TO DO BUSINESS AND RECEIVE ALL RELATED RECORDS ELECTRONICALLY. SAVE AND DOWNLOAD OR PRINT A COPY OF THE LEASE AND ACCOMPANYING E-MAILS AND RETAIN THEM FOR YOUR RECORDS.

THIS LEASE HAS BEEN WRITTEN IN "PLAIN ENGLISH". WHEN WE USE YOU AND YOUR IN THIS LEASE WE MEAN YOU, THE CUSTOMER WHO IS THE LESSEE INDICATED BELOW. WHEN WE USE WE, US AND OUR WE MEAN THE LESSOR, DELL FINANCIAL SERVICES L.L.C.

|                                                                      |                                       |                                                                                                                                                                                                                                          |                                          |
|----------------------------------------------------------------------|---------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|
| FULL LEGAL NAME OF LESSEE<br><b>CITY OF IMPERIAL</b>                 | LEASE TERM (MONTHS)<br><b>36</b>      | ANNUAL RENT PAYMENT(S)<br><b>\$ 24,718.33</b><br>Principal and Interest components as set forth on Attachment B<br>^Subject to Applicable Tax                                                                                            | TRANSACTION PROCESING FEE<br><b>0.00</b> |
| DBA NAME (IF ANY)                                                    | TYPE OF ENTITY<br><b>Municipality</b> | FINANCING TERMS<br>Product Cost = \$70,434.64<br>( ANNUAL RENT PAYMENTS ARE DUE AND PAYABLE IN ADVANCE)<br>**Shipping Charges are not included in the Annual Rental Payment, and will appear as a one time charge on your first invoice. |                                          |
| BILLING ADDRESS:<br><b>420 S IMPERIAL AVE<br/>IMPERIAL, CA 92251</b> |                                       |                                                                                                                                                                                                                                          |                                          |
|                                                                      | INTEREST RATE<br><b>5.2501%</b>       | PRINCIPAL AMOUNT FINANCED<br><b>\$ 70,434.64</b>                                                                                                                                                                                         |                                          |
| PRODUCT LOCATION<br><b>SEE ATTACHMENT A</b>                          |                                       | GENERAL PRODUCT DESCRIPTIONS/SUPPLIER<br><b>SEE ATTACHMENT A</b>                                                                                                                                                                         |                                          |
|                                                                      |                                       | END OF LEASE PURCHASE OPTION<br><b>\$1 TAX EXEMPT LEASE PURCHASE</b>                                                                                                                                                                     |                                          |

956000725

**FEDERAL EMPLOYER IDENTIFICATION #**

Step 1. If your FEI number is not pre-printed, you MUST provide it in the box above.

**TERMS AND CONDITIONS OF LEASE**

**1. Lease; Acceptance and Commencement; Term; Rent:** We agree to lease to you and you agree to lease from us the products, services, and software (the "Products") described in Attachment A to this lease on the terms and conditions shown in this lease agreement (the "Lease"). With respect to services, we will only finance one-time charges for services rendered in connection with the Products. Services may include delivery and installation fees, or similar services ("Services"). The Lease Term will begin and Products will be deemed irrevocably accepted for purposes of this Lease five (5) days after shipment from the Supplier (the "Commencement Date"). When you receive the Products, you agree to inspect them promptly and advise us if they are not in good working order. If any of the Products are accepted for return by the Supplier pursuant to the relevant Supply Contract (defined below in Section 5) (the "Supplier's Return Policy"), in the time, condition and manner required under the Supplier's Return Policy, we will apply any payment we receive from Supplier as a credit against the amounts owed under this Lease, however, you agree that you shall continue to owe all unpaid amounts. You are responsible for freight charges to deliver and return the Products under the Supplier's Return Policy. Contact Supplier for complete details regarding the Supplier's Return Policy. Dell Inc.'s return policies are available at [www.dell.com](http://www.dell.com). If payments are due in arrears, the first Rent payment is due thirty (30) days after the Commencement Date. If payments are due in advance, the first Rent payment is due on the Commencement Date. Subsequent payments of Rent are due on the same day of each subsequent (or the following day of the subsequent if there is no such day). You agree to pay us the Rent for the number of months of the Lease Term stated above. You will make all payments required under this Lease to us at the address we specify in writing. You authorize us to adjust the Rent amount (increase or decrease) listed above based on changes in the actual Product Cost (which is all amounts we have paid or will pay in connection with the purchase, delivery, and installation of

the Products, including any trade-up and buyout amounts) provided that any increase in Rent amount will not result in more than a 15% increase to the Rent payment listed above. You agree to allow us to adjust the Rent amount above if the actual Product Cost varies from the Product cost shown above. If any payment of Rent or other amount payable to us is not paid within ten (10) days after the due date, you will pay us a late charge equal to the greater of (i) 5% of the late payment amount or (ii) \$5.00 for each late payment (or if less, the highest amount permitted by applicable law).

**2. Funding Intent; Nonappropriation of Funds:** You reasonably believe that sufficient funds can be obtained to make all Rent payments and other payments during the Lease Term. You agree that your Chief Executive or Administrative Officer (or your administrative officer that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide appropriate funding for such payments in your annual budget request submitted to your governing body. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. We agree that your obligation to make Rent payments under the Lease will be a current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the Lease will be interpreted as a pledge of your general tax revenues, funds or moneys. If (a) sufficient funds are not budgeted or appropriated and budgeted by your governing body in any fiscal period for Rent payments or other payments and (b) you have exhausted all funds legally available for such payments, due under the Lease, then you will give us written notice and the Lease will terminate as of the last day of your fiscal period for which funds for Rent payments are available. Such termination is without any expense or penalty, except for the portions of the Rent payments and those expenses associated with your return of the Products in accordance with paragraph 11 of the Lease for which funds have been budgeted or appropriated or are otherwise legally available.

**3. Representations, Warranties and Covenants:** You represent that the use of the Products is essential to your proper, efficient and economic operation and that you shall be the only entity to lease, operate and use the Products. You represent and agree that: (a) you are a state or a political subdivision or agency of a state; (b) the entering into and performance of the Lease is authorized under your state laws and Constitution and does not violate or contradict any judgment, law, order or regulation, or cause any default under any agreement to which you are a party; (c) you have complied with all public bidding requirements and, where necessary, have properly presented the Lease for approval and adoption as a valid obligation on your part; (d) you have sufficient appropriated funds or other moneys available to pay all amounts due under the Lease for your current fiscal period; (e) you will comply with the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code"), including but not limited to, the execution (and delivery to us) of information statements requested by us; (f) you will not do, cause to be done or fail to do any act if such act or failure to act will cause this Lease, or any transaction hereunder, to be an Arbitrage Bond within the meaning of Section 148 of the Code or a Private Activity Bond within the meaning of Section 141 of the Code; (g) the total cost of the Products will not be less than the total Principal Portion of the Rent listed in this Lease; (h) the Products have or will be ordered within six months of the date hereof in order to commence the Lease; (i) the Products are expected to be delivered and installed, and the Seller fully paid, within one year from the date hereof; (j) no fund or account which secures or otherwise relates to the Rent has been established; (k) you will not sell, encumber or otherwise dispose of any property comprising this Lease prior to the final maturity or termination of this Lease without a written opinion of nationally recognized bond counsel to the effect that any such disposition will not adversely affect the exclusion of interest on the Rent from gross income for federal income tax purposes; (l) you agree to execute, deliver and provide us with satisfactory evidence of the filing of such documentation, as may be required for the purposes of properly reporting this Lease, including, without limitation, IRS forms 8038-G or 8038-GC, as required under the Code; (m) Rent under this Lease will be paid from your periodic appropriations deposited into your general fund, such appropriations will equal the Rent due during each Fiscal Period, and all Rent payments will be from an appropriation made during the same Fiscal Period in which such Rent payment is made; and (n) you will comply with all applicable provisions of the Code, including without limitation Sections 103, 141 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rent from gross income for purposes of federal income taxation. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (n) above, an incumbency or municipal certificate, and other documents that we request in a form satisfactory to us. We hereby give notice to you that upon execution of this Lease, we will assign all of our right, title and interest in, to and under this Lease, including all Products and all payments owing under this Lease to Dell Equipment Funding L.P. ("DEF") pursuant to a purchase agreement between us and DEF. You acknowledge and consent to such assignment and shall keep, or cause to be kept, a complete and accurate record of all such assignments in a manner and form necessary to comply with Section 149(a) of the Code and the Treasury Regulations promulgated thereunder. You should continue to make any and all payments under this Lease directly to us, as servicing agent for DEF unless and until we notify you otherwise.

**4. No Warranties: WE ARE LEASING THE PRODUCTS TO YOU "AS-IS". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE OR SUPPLY THE PRODUCTS, WE DO NOT REPRESENT THE MANUFACTURER OR SUPPLIER AND YOU HAVE SELECTED THE PRODUCTS AND THE SUPPLIER BASED ON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PRODUCT OR ANY SERVICES. WE HEREBY ASSIGN ALL WARRANTIES MADE TO US BY SUPPLIER, MANUFACTURER, AND ANY SERVICE PROVIDER TO YOU, AND YOU AGREE THAT YOU WILL MAKE ALL CLAIMS OF ANY KIND RELATING TO THE PRODUCTS OR SERVICES AGAINST SUCH SUPPLIER, MANUFACTURER, AND/OR SERVICE PROVIDER.**

**5. Selection and Ordering of Products:** You select the type and quantity of the Products subject to this Lease. If you have entered into a purchase or supply contract ("Supply Contract") with any Supplier, you assign your rights but not your obligations (other than the obligation to pay for the Products if accepted by you under this Lease) effective prior to the passage of title by the Supplier to you.

**6. Location; Use; Alterations; Inspection:** You will use the Products solely at the location specified in the Lease, or if none is specified, at your billing address. Except for temporary relocation of laptop personal computers, you may not move the Products without our prior written consent, which shall not be unreasonably withheld. At your own expense, you will maintain the Products in good repair, condition and functional order (except for ordinary wear and tear) and will use them in compliance with all applicable laws. At your sole discretion, you may purchase a maintenance agreement for the Products from the provider of your choice, self-maintain the Products, or forgo such maintenance agreement altogether; regardless of your choice, you will continue to be responsible for the obligations described in this Section. You will use all software in accordance with the end user license terms of the applicable software license agreement ("License"). You may make additions or improvements to the Products unless the addition or improvement would violate any License, decrease the value of Products, or impair their utility. Upon return of the Products to us pursuant to paragraph 11, you may remove any such addition or improvement if (i) you repair any damage to Products resulting from the removal; (ii) you restore the Products to their original and functional condition (excluding ordinary wear and tear); and, (iii) the removal does



not violate any License or render the Products incapable of use or operation. All additions or improvements not removed will become our property at no cost to us. You agree that, we, our assignees, and agents, may inspect the Products at the premises where the Products are located at any reasonable time with prior notice

**7. Title; Quiet Enjoyment; Personal Property; Filing:** You will hold title to the Products. You will keep the Products free from any and all liens, encumbrances and claims. So long as you are not in Default under the Lease, we will not interfere with your quiet use and enjoyment of the Products during the Lease Term or any renewal term. You grant us a purchase money security interest in the Products (including any replacements, substitutions, additions, attachments and proceeds). You authorize us to file a copy of this Lease as a UCC-1 financing statement (UCC-1) and hereby appoint us or our designee as your attorney-in-fact to sign on your behalf and to file UCC-1's covering the Products. You agree to pay a one-time Transaction Processing Fee to cover our costs for such filing and other documentation costs.

**8. Loss or Damage:** From the time the Products are delivered to a carrier for shipment to you until their return to us, you are responsible for any loss, theft, damage to or destruction of the Products ("Loss") from any cause at all, whether or not the Loss is covered by insurance. You are required to make all payments under the Lease even if there is a Loss. You must notify us immediately if there is any Loss. Then at our option, you will either (a) repair the Products so they are in good condition and working order to our satisfaction; or (b) replace the Products with like products in good condition and repair and of the same manufacture and equal or greater capacity and capability, with clear title thereto in us; or (c) pay us the "Stipulated Loss Value" which is the sum of: (i) all Rent payments for all the Products and other amounts past due (plus interest thereon) or currently owed to us under the Lease, including unpaid taxes, (ii) all future Rent payments that would accrue over the remaining Lease Term plus our estimated value of our residual interest of all of the Products at the end of the Lease Term, such sum to be discounted to present value at a discount rate equal to the Federal Reserve Bank Discount Rate in effect at the Commencement Date of the Lease ("Discount Rate") and (iii) any costs and expenses incurred as a result of this event. When you pay the amount of (c) above to us, we will transfer to you our interest in the Products, "**AS-IS-WHERE-IS**", without any warranty, express or implied, including warranty of merchantability or fitness for any particular purpose.

**9. Insurance:** For the Lease Term set forth above, you will provide and maintain, at your expense, (a) property insurance against the loss or theft of or damage to the Products, for their full replacement value naming us as loss payee and (b) public liability and third party property damage insurance naming us as an additional insured. All insurance shall be in a form and amount and with companies satisfactory to us and will provide that we will be given thirty (30) days written notice before cancellation or material change of the policy. At our request, you will deliver the policies or certificates of insurance to us. If you do not give us evidence of insurance acceptable to us we have the right, but not the obligation, to obtain such insurance covering our interest in the Products for the Lease Term. The cost for such insurance will be an additional amount due from you under the Lease. Notwithstanding anything to the contrary contained herein, you may, upon our prior written approval, self-insure the Products in accordance with the standards set forth in this paragraph.

**10. Taxes:** You will pay when due, either directly or to us on demand, all taxes (local, state and federal), fines or penalties which may now or hereafter be imposed or levied upon the Lease and the Products, excluding taxes on our net income. If you claim eligibility for exemption from any tax, you will provide us with tax exemption certificate(s) acceptable to the relevant taxing authority. We do not have to contest any taxes, fines or penalties.

**11. Return:** In the event of termination of the Lease pursuant to paragraph 2 or upon our demand pursuant to paragraph 15, you will immediately deliver the Products (including but not limited to manuals, cables, power cords, keys, etc.) in good repair, operable condition and able to qualify for the manufacturer's warranty service (ordinary wear and tear excepted) to any place in the continental United States that we direct. Upon your return of the Products, you agree that your license with respect to Microsoft operating system software terminates and you certify that you will either (i) return all copies of the manuals, printed material, certificates of authenticity and media (the "Operating System Software Kit") or (ii) destroy all copies of the Operating System Software Kit, leaving the original operating system installed and functional. You will pay all expenses for deinstalling, packing and shipping and you will insure the Products for the full replacement value during shipping. You will immediately pay us on demand the costs and expenses of all missing or damaged Products.

**12. Purchase Option:** If no Default exists under the Lease, you will have the option at the end of the Lease Term to purchase all (but not less than all) of the Products for the Purchase Option price of \$1.00. Upon payment in full of the Purchase Option price and any amounts which may be due hereunder, we will transfer our interest in the Products, if any, to you "**AS-IS-WHERE-IS**", without any warranty whatsoever, and the Lease and our security interest in the Products will terminate.

**13. Assignment:** **YOU MAY NOT ASSIGN, SELL, TRANSFER, OR SUBLEASE THE PRODUCTS OR YOUR INTEREST IN THIS LEASE.** We may, without notifying you, sell, assign or transfer the Lease and our rights in the Products. You agree that the transferee will have the same rights and benefits that we have now under this Lease, but not our obligations. The rights of the transferee will not be subject to any claim, defense, or setoff that you may have against us.

**14. Default:** Each of the following is a default ("Default") under the Lease: (a) you fail to pay any Rent or any other payment within 10 days of its due date; (b) you do not perform any of your obligations under the Lease or in any other agreement with us or with any of our affiliates and this failure continues for 10 days after we have notified you of it; (c) you become insolvent, you dissolve or are dissolved, you assign your assets for the benefit of your creditors or enter voluntarily or involuntarily any bankruptcy or other reorganization proceeding; (d) you or any Guarantor provide us incorrect or untrue information regarding any material matter in connection with your application for credit or entering into this Lease; or (e) if this Lease has been guaranteed by someone other than you, any guarantor of the Lease dies, does not perform its obligations under the Guaranty or becomes subject to one of the events listed in clause (c).

**15. Remedies:** If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate the Lease or any agreements that we have entered into with you or withdraw any offer of credit; (b) we may require you to pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) the Stipulated Loss Value calculated under paragraph 8 plus (ii) any costs and expenses (including breakage fees) incurred as a result of the Default; (c) we may require you to deliver the Products to us as set forth in paragraph 11; (d) we or our agent may peacefully repossess the Products without court order and you will not make any claims against us for trespass, damages or any other reason and (e) we may exercise any other right at law or in equity. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorney's fees. If we take possession of the Products we may sell or otherwise dispose of the Products, with or without notice, at public or private sale and apply the net proceeds (after we have deducted our costs related to the sale and disposition) to the amounts that you owe us. You agree that if notice of a sale is required by law to be given, 10 days notice will constitute reasonable notice. You will remain responsible for any amounts that are due after we have applied such net proceeds.



**16. Indemnity:** To the extent permitted by law, you are responsible for losses, damages, penalties, claims, costs (including attorneys' fees and expenses), actions, suits and proceedings of every kind (collectively "Claims") whether based on a theory of strict liability or otherwise caused by or related to this Lease or the Products (including any defects in the Products). To the extent permitted by law, you will reimburse us for, and if we request, defend us against, any Claims.

**17. Miscellaneous:** You agree that the terms and conditions of this Lease make up the entire agreement between you and us regarding the lease of the Products. Any change in the terms and conditions of the Lease must be in writing and signed by us. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Lease. All of our rights and remedies will survive termination of this Lease. All notices under this Lease will be given in writing and will be considered given when deposited in the U.S. mail, postage prepaid, addressed to the respective address given below or to a substitute address specified in writing by one of us to the other. Any failure of ours to require strict performance by you or any waiver by us of any provision in this Lease will not be construed as a consent or waiver of any other breach of the same or any provision. If any portion of this Lease is deemed invalid, it will not affect the balance of this Lease. It is the express intent of both of us not to violate any usury laws, or to exceed the maximum amount of time price differential, or interest as applicable permitted to be charged, or collected under applicable law and any such excess payment will be applied to payments under the Lease in inverse order of maturity and the remaining payments will be refunded to you. If a signed copy of this Lease is delivered to us by facsimile transmission, it will be binding on you, however, we will not be bound by this Lease until we accept it by manually or electronically signing it or by purchasing the Products, whichever occurs first. You waive notice of our acceptance and waive your right to receive a copy of the accepted Lease. You agree that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to this Lease, we may produce a copy of the Lease transmitted to us by facsimile transmission that has been manually signed by us and such signed copy shall be deemed to be the original of this Lease. If you deliver this Lease to us by facsimile transmission, you acknowledge that we are relying on your representation that this Lease has not been changed. To the extent (if any) that this Lease constitutes chattel paper under the Uniform Commercial Code, no security interest in this Lease may be created through the transfer and possession of any copy or counterpart hereof except the copy with our original signature.

**BY SIGNING THIS LEASE:** (a) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS LEASE; (b) YOU AGREE THAT THIS LEASE IS A NET LEASE AND THAT, EXCEPT AS SET FORTH IN PARAGRAPH 2, YOU CANNOT TERMINATE OR CANCEL AND UPON ACCEPTANCE OF THE PRODUCTS YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS UNDER THIS LEASE AND YOU CANNOT WITHHOLD, SETOFF OR REDUCE SUCH PAYMENTS FOR ANY REASON; (c) YOU AGREE THAT THE PRODUCTS WILL BE USED FOR GOVERNMENTAL PURPOSES ONLY; (d) YOU CONFIRM THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO AND TO GRANT THE POWER OF ATTORNEY IN SECTION 7; (e) YOU AGREE THAT THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED AND YOU CONSENT TO THE JURISDICTION OF ANY COURT LOCATED WITHIN THAT STATE AND YOU EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY AND (f) YOU CONFIRM THAT THE INFORMATION IN ANY CREDIT APPLICATION, STATEMENT, TRADE REFERENCE OR FINANCIAL REPORT SUBMITTED TO US IS TRUE AND CORRECT AND YOU UNDERSTAND THAT ANY MATERIAL MISREPRESENTATION SHALL CONSTITUTE A DEFAULT UNDER THE LEASE.

|                             |      |                                                                                  |      |
|-----------------------------|------|----------------------------------------------------------------------------------|------|
| LESSEE:<br>CITY OF IMPERIAL |      | US/DFS<br>Dell Financial Services L.L.C.<br>One Dell Way<br>Round Rock, TX 78682 |      |
| AUTHORIZED SIGNATURE        |      | AUTHORIZED SIGNATURE (For DFS use only)                                          |      |
| PRINT NAME AND TITLE        | DATE | PRINT NAME AND TITLE (For DFS use only)                                          | DATE |

Step 2. Please sign and Date the YOU/LESSEE section and print your name and Title.



**LEASE AGREEMENT**  
**Attachment A**

Attached hereto and made a part hereof Lease: 810-8929757-003 between Dell Financial Services L.L.C. and CITY OF IMPERIAL as Lessee.

|                  |                        |                   |                         |
|------------------|------------------------|-------------------|-------------------------|
| <b>Quote No.</b> | <b>3000042033894.1</b> | Sales Rep         | David Jordan            |
| <b>Total</b>     | <b>\$70,434.64</b>     | Phone             | (800) 456-3355, 5139180 |
| Customer #       | 22970290               | Email             | David_Jordan@Dell.com   |
| Quoted On        | Jul. 09, 2019          | <b>Billing To</b> | ACCTS PAYABLE           |
| Expires by       | Aug. 08, 2019          |                   | CITY OF IMPERIAL        |
| Solution ID      | 11248781               |                   | 420 S IMPERIAL AVE      |
| Deal ID          | 17305651               |                   | IMPERIAL, CA 92251-1637 |

**Shipping To**

ALEX ESTRADA  
CITY OF IMPERIAL  
420 S IMPERIAL AVE  
IMPERIAL, CA 92251-1637  
(760) 481-7672

**Shipping Method**

Standard Delivery

| Product                                                  | Unit Price  | Qty | Subtotal    |
|----------------------------------------------------------|-------------|-----|-------------|
| Dell 128GB USB 3.0 Flash Drive - Blue                    | \$37.19     | 1   | \$37.19     |
| Storage Spaces Direct RN R640 - City Hall S2D Server 1   | \$22,721.22 | 1   | \$22,721.22 |
| Storage Spaces Direct RN R640 - City Hall S2D 2nd Server | \$21,952.72 | 1   | \$21,952.72 |
| PowerEdge R640 - City Hall Domain Controller             | \$9,331.01  | 1   | \$9,331.01  |
| PowerEdge R640 - Library Server                          | \$12,478.22 | 1   | \$12,478.22 |
| Subtotal:                                                |             |     | \$66,520.36 |
| Shipping:                                                |             |     | \$0.00      |
| Non-Taxable Amount:                                      |             |     | \$16,014.02 |
| Taxable Amount:                                          |             |     | \$50,506.34 |
| Estimated Tax:                                           |             |     | \$3,914.28  |
| Total:                                                   |             |     | \$70,434.64 |

Special lease pricing may be available for qualified customers and offers. Please contact your DFS Sales Representative for details.

All other terms and conditions of the Lease shall remain unchanged.

LEASE NO: 810-8929757-003  
Your DELL Customer Number is 22970290

**LEASE AGREEMENT**  
**Attachment B**



**Company No: 73**

Attached hereto and made a part hereof Lease No: 810-8929757-003 between DELL FINANCIAL SERVICES L.L.C.  
as Lessor and CITY OF IMPERIAL as Lessee

| Payment<br># | Opening<br>Balance | RENT        | INTEREST   | PRINCIPAL   | Balance     | PURCHASE<br>PRICE |
|--------------|--------------------|-------------|------------|-------------|-------------|-------------------|
| 1            | \$70,434.64        | \$24,718.33 | \$0.00     | \$24,718.33 | \$45,716.31 | \$47,829.35       |
| 2            | \$45,716.31        | \$24,718.33 | \$2,458.78 | \$22,259.56 | \$23,456.75 | \$25,569.79       |
| 3            | \$23,456.75        | \$24,718.33 | \$1,261.58 | \$23,456.75 | \$0.00      | \$0.00            |



## AUTOPAY AUTHORIZATION FORM

This is ☐ New Autopay Request ☐ Change to Existing Information ☐ Cancellation (Please complete Sections 1 and 3)

With this service you have the option of continuing to receive a monthly invoice

☐ Yes, please continue to send a monthly invoice ☐ No, I do not require a monthly invoice

### All fields are mandatory

#### SECTION 1: DELL FINANCIAL SERVICES LEASE CONTRACT AND/OR LOAN ACCOUNT INFORMATION

Name on Dell Lease or Loan Account: \_\_\_\_\_

(Note: Name on Dell Lease or Loan Account must match with the 'Name on Bank Account' in Section 2)

Please list the 13 digit Lease Contract and/or Loan Account number(s) that you would like to authorize on the AutoPay service. For additional Lease Contracts and/or Loan Accounts, please use a separate sheet to list all Lease and/or Loan Account numbers. Please note that future contracts will require an additional authorized AutoPay form.

|  |  |  |  |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|--|--|--|
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|  |  |  |  |  |  |  |  |  |  |  |  |  |

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_  
(Note: In order to receive confirmation of autopay setup, please provide an email address)

#### SECTION 2: BANKING INFORMATION (The bank account must be a commercial account)

Name on Bank Account: \_\_\_\_\_

Bank Routing Number\*: 

|  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|

Bank Account Number\*: 

|  |  |  |  |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|--|--|--|

\* Please see example below for location of routing and account numbers on voided check. Note that routing numbers starting with 5 are not valid.

#### SECTION 3: SIGNATURE (must be an authorized signer on bank account)

This AutoPay service is established solely for your convenience and is offered at no additional cost to you. You authorize Dell Financial Services L.L.C., its agents and assigns (collectively "DFS"), to initiate debit entries in the bank account identified above for amounts due and owing under the Lease/Loan(s), including rental, applicable taxes, shipping charges, and in case of a default, the full amount due under the Lease/Loan. You represent and warrant to DFS that the above account is a commercial account established in connection with your business and not for personal, family or household purposes. You remain responsible for making payments to DFS if the funds cannot be automatically debited from your bank account. In addition, if funds are not available when a payment is due, you agree to pay DFS any late charges due under the Lease/Loan as well as any expenses incurred for every unsuccessful debit attempt. The transactions made pursuant to this authorization form are initiated through the Automated Clearing House. These services may be cancelled or modified by DFS at any time without notice. THIS AUTHORIZATION WILL REMAIN IN FULL FORCE AND EFFECT UNTIL YOU PROVIDE WRITTEN NOTICE OF ITS CANCELLATION TO DFS, AFFORDING DFS AND YOUR BANK A REASONABLE OPPORTUNITY TO ACT.

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

If you received this AutoPay form with your new Lease/Loan Agreement, please return the completed form separately via fax or mail as indicated below. Do not include it with the return of your lease documents. **PLEASE DO NOT EMAIL THE COMPLETED FORM.** Return the completed form and copy of a voided check to our Autopay Department per the instructions below:

#### BY FAX (for faster activation)

Dell Financial Services AutoPay  
Customer Service  
Fax# 512-283-1854

OR  
BY MAIL  
Dell Financial Services AutoPay  
P.O. Box 81577  
Austin, TX 78708-1577

Look at the bottom left of your check for the Bank Routing Number and Bank Account Number.

Routing # (9 digits)      Account #      Check #  
⑆00123456789⑆ 9876543210 0101

Copy of a voided check must  
accompany this form

You should retain a copy of this form for your records.

Revision: 2/16/2016

# NOTICE

## IRS 8038-G & 8038-GC FILINGS

The Internal Revenue Service (IRS) now requires that all 8038 filings, prepared by a third party, be executed by the third party as the "Preparer".

Additionally, the IRS does not allow the Preparer to execute the Filing until after the Lease is fully executed.

Accordingly, please execute the Lease Schedule first, then execute your 8038 filing after that, returning both documents to us. By returning both fully executed documents to us, you represent that you executed the 8038 only after your Lease Schedule was fully in effect and executed.

Please contact your Lease Representative should you have any questions or concerns.

Agenda Item No. R-5

DATE SUBMITTED 08/07/2019  
 SUBMITTED BY R. Alejandro Estrada  
 DATE ACTION REQUIRED 08/07/2019

COUNCIL ACTION (x)  
 PUBLIC HEARING REQUIRED ( )  
 RESOLUTION ( )  
 ORDINANCE 1<sup>ST</sup> READING ( )  
 ORDINANCE 2<sup>ND</sup> READING ( )  
 CITY CLERK'S INITIALS 28

## IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION:  
 I. DECLARE SHORETEL SWITCHES AS SURPLUS AND AUTHORIZE DISPOSAL.

DEPARTMENT INVOLVED: DEPARTMENT OF INFORMATION TECHNOLOGY

BACKGROUND/SUMMARY:  
 As part of the upgrades to the Information Technology Infrastructure and Services, we have completed the upgrade of our VoIP Phone System. This upgrade represents the migration from ShoreTel to Mitel technology. After this upgrade, we have two ShoreTel switches that are inoperable with our new system.  
 Staff would like to have the following ShoreTel switches declared as surplus:  
 - ShoreTel Model: SG-8 SN: 08JC0650057A0F  
 - ShoreTel Model: SG-T1 SN: T1JV0710072CFB

|                              |                            |
|------------------------------|----------------------------|
| FISCAL IMPACT: NOT TO EXCEED | FINANCE INITIALS <u>28</u> |
|------------------------------|----------------------------|

|                                                                                                                      |                          |
|----------------------------------------------------------------------------------------------------------------------|--------------------------|
| STAFF RECOMMENDATION:<br>It is staffs recommendation to approve the declaration as surplus of the items listed above | DEPT. INITIALS <u>28</u> |
|----------------------------------------------------------------------------------------------------------------------|--------------------------|

|                                                                                  |                                                 |
|----------------------------------------------------------------------------------|-------------------------------------------------|
| MANAGER'S RECOMMENDATION:<br>The City Manager agrees with staffs recommendation. | CITY MANAGER'S INITIALS <u>Office</u> <u>al</u> |
|----------------------------------------------------------------------------------|-------------------------------------------------|

MOTION:

|                                         |                                                 |                              |
|-----------------------------------------|-------------------------------------------------|------------------------------|
| SECONDED:<br>AYES:<br>NAYES:<br>ABSENT: | APPROVED ( )<br>DISAPPROVED ( )<br>REFERRED TO: | REJECTED ( )<br>DEFERRED ( ) |
|-----------------------------------------|-------------------------------------------------|------------------------------|



DATE SUBMITTED

7/24/2019

SUBMITTED BY

COMMUNITY  
DEVELOPMENT  
DIRECTOR

DATE ACTION REQUIRED

8/7/2019

COUNCIL ACTION (X)

PUBLIC HEARING REQUIRED ( )

RESOLUTION ( )

ORDINANCE 1<sup>ST</sup> READING ( )

ORDINANCE 2<sup>ND</sup> READING ( )

CITY CLERK'S INITIALS ( ) B

## IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION:

Award engineering design services to Dynamic Consulting for the Aten Boulevard Bicycle Path from "P" Street to Dogwood Road.

DEPARTMENT INVOLVED: COMMUNITY DEVELOPMENT DEPARTMENT

BACKGROUND/SUMMARY:

The City of Imperial, working through the Congestion Mitigation and Air Quality Improvement Program (CMAQ), provides a flexible funding source to State and local governments for transportation projects and programs to help meet the requirements of the Clean Air Act. The City released an RFP for the design of Aten Boulevard Bicycle Path from "P" Street to Dogwood Road and received the following four proposals:

1. LC Engineering Consultants \$68,640
2. Dynamic Consulting Engineers \$59,800
3. The Altum Group \$99,648
4. KOA \$111,829

After carefully reviewing each proposal submitted, staff is recommending the project be awarded to Dynamic Consulting Engineers as it is the most advantageous to the city.

FISCAL IMPACT: \$59,800 CMAQ Funds

ADMIN  
SERVICES  
SIGN INITIALS

STAFF RECOMMENDATION: Award project to Dynamic Consulting Engineers for \$59,800

DEPT. INITIALS

MANAGER'S RECOMMENDATION:

CITY  
MANAGER'S  
INITIALS

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ( )

DISAPPROVED ( )

REJECTED ( )

DEFERRED ( )

REFERRED TO:





# RFP Opening Act

RFP No. 2019-06

## Aten Boulevard Bicycle Path From 'P' Street to Dogwood Road

Bids received by: Debra Jackson

Were opened at 3:08 pm on 7/10/19

By: Debra Jackson

Witnessed by:

Signature

Isabel Alvarez

Isabel Alvarez

OTHON MORA

[Signature]

JESUS VILLEGAS

[Signature]

COMPANY

BID AMOUNT

BID BOND

L.C. Engineering Consultants

68,640.00

KOA

111,829.00

Altum Group

99,648.00

Dynamic Consulting Engineers

59,800.00

BIDS WERE GIVEN TO Othon Mora  
RECOMMENDATION TO CITY COUNCIL.

FOR STUDY AND

[Signature]  
DEBRA JACKSON, CITY CLERK

7-10-19  
DATE



DATE SUBMITTED

07/29/2019

SUBMITTED BY

COMMUNITY  
DEVELOPMENT  
DIRECTOR

DATE ACTION REQUIRED

08/07/2019

COUNCIL ACTION (X)

PUBLIC HEARING REQUIRED ☐

RESOLUTION

ORDINANCE 1<sup>ST</sup> READING ( )ORDINANCE 2<sup>ND</sup> READING ( )CITY CLERK'S INITIALS 

# IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT:                      DISCUSSION/ACTION:

## ACCEPTANCE OF CAMBRIA PARK.

## 1. ACCEPTANCE OF COMPLETED WORK.

DEPARTMENT INVOLVED: COMMUNITY DEVELOPMENT DEPARTMENT

## BACKGROUND/SUMMARY:

As part of the Conditions of Approval the developer of Victoria Ranch Subdivision had to dedicate and develop a basic park site for public park uses. The basic park included, as a minimum, landscape area, picnic areas, and child play area with playground equipment. After several discussions, staff made a recommendation to upgrade the park that was consistent with the City of Imperial General Plan-Parks and Recreation Element Goals.

A construction contract was awarded to R.E. Shultz, Inc. on 07/18/2018 through BID NO. 2018-07

The construction of this project was successfully completed from October 2018 to April 2019.

**FISCAL IMPACT: \$327,564.00 Park Impact Fees**

ADMIN  
SERVICES  
SIGN INITIALS

**STAFF RECOMMENDATION:** Staff recommends acceptance and closing of this project.

DEPT. INITIALS

MANAGER'S RECOMMENDATION:

CITY  
MANAGER'S  
~~INITIALS~~ *Office*

**MOTION:**

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ( )

DISAPPROVED ( )

REJECTED ( )

DEFERRED ( )

REFERRED TO:

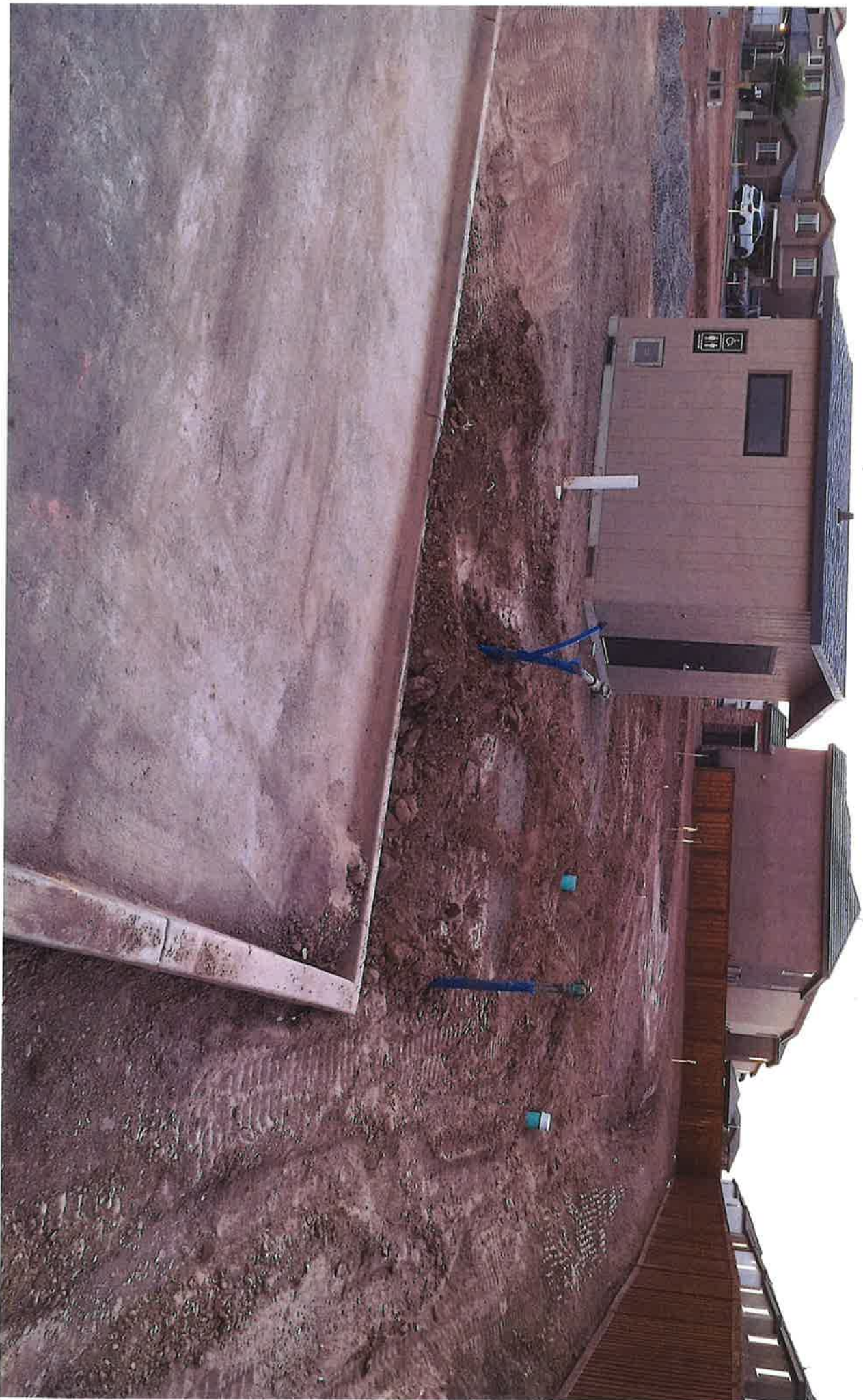








































# CAMBRIA PARK

## City of Imperial

DEPARTMENT OF PARKS AND RECREATION



DATE SUBMITTED

07/31/2019

SUBMITTED BY

Public Services Dir.

DATE ACTION REQUIRED

08/07/2019**Agenda Item No**

CITY COUNCIL ACTION (X)

PUBLIC HEARING REQUIRED ( )

RESOLUTION ( )

ORDINANCE 1<sup>ST</sup> READING ( )ORDINANCE 2<sup>ND</sup> READING ( )

CITY CLERK'S INITIALS

**IMPERIAL CITY COUNCIL  
AGENDA ITEM****SUBJECT: DISCUSSION/ACTION: EMERGENCY REPAIRS TO COLLAPSED  
SEWER LINES AT CITY HALL**

1. CONTINUE OR SUSPEND EMERGENCY AS NECESSARY FOR  
THE REPAIRS TO THE COLLAPSED SEWER LINES.

DEPARTMENT INVOLVED: Public Services

**BACKGROUND/SUMMARY:**

The sewer lines underneath the city hall/police department building are in various stages of failure. Main sewer lines have collapsed which has resulted in all restrooms becoming non-operational. At the meeting of June 19, 2019 City Council declared an emergency authorizing the City Manager to take such action necessary in response to said emergency. At that time a remedial proposal to repair the sewer lines was presented. The City Council continued the emergency at their meeting of July 17, 2017.

Staff will provide an update to the Council

FISCAL IMPACT Up to \$40,000.00

STAFF RECOMMENDATION Council takes appropriate action to continue or suspend the emergency.

MANAGER'S RECOMMENDATION:

MANAGER'S INITIAL \_\_\_\_\_

**MOTION:**

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ( )

DISAPPROVED ( )

REJECTED ( )

DEFERRED ( )

REFERRED TO:



DATE SUBMITTED 07/31/2019  
SUBMITTED BY City Clerk  
DATE ACTION REQUIRED 08/07/2019

**Agenda Item No** 2-9  
CITY COUNCIL ACTION (X)  
PUBLIC HEARING REQUIRED ( )  
RESOLUTION ( )  
ORDINANCE 1<sup>ST</sup> READING ( )  
ORDINANCE 2<sup>ND</sup> READING ( )  
CITY CLERK'S INITIALS 8

**IMPERIAL CITY COUNCIL  
AGENDA ITEM**

**SUBJECT: DISCUSSION/ACTION: AIRPORT LAND USE COMMISSION REPRESENTATIVE.**

**1. NOMINATION OF KRISTOPHER HAUGH TO THE COUNTY AIRPORT LAND USE COMMISSION**

DEPARTMENT INVOLVED: City Council

**BACKGROUND/SUMMARY:**

Mr. Charlie Lucas, a member of the Imperial Planning Commission sat as a member of the County Airport Land Use Commission to represent the City of Imperial. Mr. Lucas recently resigned from the commission as he relocated out of state. Mr. Lucas suggested that Planning Commissioner Kris Haugh be appointed to the ALUC. Mr. Haugh has expressed an interest as the City's representative.

Upon nomination by the City Council, the nomination will be forwarded to the County Board of Supervisors for appointment.

The ALUC meetings are held on the 2<sup>nd</sup> Wednesday of each month on an as needed basis.

FISCAL IMPACT None

STAFF RECOMMENDATION City Council makes appropriate appointment(s).

MANAGER'S RECOMMENDATION:

MANAGER'S INITIAL OMO

**MOTION:**

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ( )

DISAPPROVED ( )

REJECTED ( )

DEFERRED ( )

REFERRED TO:



Agenda Item No. F-10

DATE SUBMITTED July 31, 2019  
 SUBMITTED BY Community Services  
Department - Haller  
 DATE ACTION REQUIRED August 7, 2019

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

## IMPERIAL CITY COUNCIL AGENDA ITEM

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| SUBJECT: DISCUSSION/ACTION:<br>CITY SPECIAL EVENT CALENDAR FOR THE 2019-20 FISCAL YEAR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                 |
| DEPARTMENT INVOLVED: COMMUNITY SERVICES DEPARTMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                 |
| BACKGROUND/SUMMARY:<br><p>During the budget planning process, it was determined to lower costs of overtime resulting from the seven Imperial Market Days events and two Chamber events. The City will scale back its seven events to four events with more focus of creating City signature events. The following calendar for months October through May identifies special events held throughout the Imperial County which are currently scheduled and posted online. The calendar also includes holidays, I.H.S Football home games, local vegetable crops in season for each month, and suggested options for City of Imperial Signature Events. An additional information page includes ideas for the proposed optional City events. Staff requests direction from Council for the identification of the events that will best serve the community.</p> |                                                                                 |
| FISCAL IMPACT:<br><p>The adopted budget for special events is \$99, 245 for over-time and operating expenses for the 2019-20 fiscal year. Projected revenue and sponsorships for the fiscal year is \$67,000.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | FINANCE INITIALS <u>(Signature)</u>                                             |
| STAFF RECOMMENDATION:<br><p>Staff seeks direction from Council for the selection of four City Special Events to be held during the 2019-20 fiscal year.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | DEPT. INITIALS <u>(Signature)</u>                                               |
| MANAGER'S RECOMMENDATION:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | CITY MANAGER'S INITIALS <u>Office</u> <u>al</u>                                 |
| MOTION:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                 |
| SECONDED:<br>AYES:<br>NAYES:<br>ABSENT:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | APPROVED ( )<br>DISAPPROVED ( )<br>REJECTED ( )<br>DEFERRED ( )<br>REFERRED TO: |

## City of Imperial Signature Events

### FALL – DIA DE LOS MUERTOS – NOVEMBER 2

#### OPTION A

- Altar Exhibits
- All Souls Procession
- Dance Performances
- Costume Contest
- Live Music
- Event Themed Vendors – Arts & Crafts, Face Painting, Food
- Opportunity to Grow – Dinner & Dance Fundraiser

#### Date Conflicts

- Brawley Chili Cook-Off
- TL Waggoner Wrangler Round Up
- Busy Month



### FALL – HARVEST FESTIVAL – NOVEMBER 16

#### OPTION B

- Celebrating Local Ag Industry
- Farmers Market
- Event Themed Local Vendors – Arts & Crafts, Face Painting, Food
- Country Live Music

#### Date Conflicts

- Westmorland Honey Festival



### WINTER – DECEMBER 7, 14 or 21

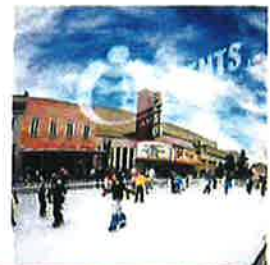
#### OPTION C

##### \*December 21 is Winter Solstice

- Ice Skating Rink
  - Turn Key
  - Onsite Ice Technicians
  - Liability policy and workers compensation insurance
- Santa Clause
- Train Rides
- Live Music
- Event Themed Vendors – Arts & Crafts, Face Painting, Food
- Parade

#### Date Conflicts

- El Cento Christmas Parade December 7
- NAF Light Parade date not available online
- No information submitted for Imperial Chamber events



**WINTER –2020 FEST – JANUARY 4, 2020**

**OPTION D**

- Live Music
- New Year/Decade Themed Celebration

**Date Conflicts**

- None Aware Of



**MID WINTER –TRI-TIP COOK-OFF – FEBRUARY 15, 2020**

**OPTION E**

- Live Music
- Tri-Tip Cook-Off
- Farmers Market and Local Vendors

**Date Conflicts**

- None Aware Of
- Busy Month



**SPRING – SPRINGFEST/COLORFEST/FESTIVAL OF COLORS – MARCH 21**

**OPTION F**

**\*First Day of Spring is March 19**

- Music Festival
- Color Celebration
- Event Themed Vendors – Arts & Crafts, Face Painting, Food



**SUMMER – BLUES, BREWS & BARBEQUE – MAY 2**

- BBQ Vendors or Tri-Tip Cook-Off
- Craft Beer Vendors
- Live Music
- Event Themed Vendors – Arts & Crafts, Face Painting, Food



**Future Needs – Fundraising**

- Install Removable Security Bollards in Downtown Event Area
- Refresh Downtown (Tree Lights, Banners, Site Furnishings, Plants)
- Portable Stage
- Radios

# October 2019

| Sun                                                                                                                                                                         | Mon                                              | Tue | Wed | Thu                                                                                                               | Fri                                                                                | Sat                                                                                                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|-----|-----|-------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|
| <i>Winter Visitors</i><br><i>Oct 15 - April 15</i><br><br><i>Local Veg Crops—</i><br><i>Asparagus, Cucum-</i><br><i>bers</i><br><i>Vendor feedback—</i><br><i>still hot</i> |                                                  | 1   | 2   | 3                                                                                                                 | 4                                                                                  | 5                                                                                                             |
| 6                                                                                                                                                                           | 7                                                | 8   | 9   | 10                                                                                                                | 11<br><i>I.H.S. Football Home</i><br><i>Game</i>                                   | 12                                                                                                            |
| 13                                                                                                                                                                          | 14<br><i>Columbus Day</i><br><i>City Holiday</i> | 15  | 16  | 17                                                                                                                | 18                                                                                 | 19<br><i>IVDM Beer Fest</i><br><i>Boys &amp; Girls Club</i><br><i>Auction</i><br><i>Director out of state</i> |
| 20                                                                                                                                                                          | 21                                               | 22  | 23  | 24<br><i>60th Annual Fall Festi-</i><br><i>val Palate &amp; Palette -</i><br><i>Craft Beer &amp; Wine Tasting</i> | 25<br><i>The Johnny Romero</i><br><i>Fireman's Helmet</i><br><i>Game at I.H.S.</i> | 26<br><i>Ben Hulse PTO</i><br><i>Halloween Carnival</i><br><i>CS Staff at Conference</i>                      |
| 27                                                                                                                                                                          | 28                                               | 29  | 30  | 31<br><i>Halloween</i><br><i>Dia de los Muertos</i>                                                               |                                                                                    |                                                                                                               |

# November 2019

| Sun                                                   | Mon                 | Tue | Wed | Thu                | Fri                               | Sat                                                                   |
|-------------------------------------------------------|---------------------|-----|-----|--------------------|-----------------------------------|-----------------------------------------------------------------------|
| Local Veg Crops—<br>Asparagus, Cucum-<br>bers, Squash |                     |     |     |                    | 1<br>I.H.S. Football Home<br>Game | 2<br>TL Waggoner Wran-<br>gler Round-Up<br>Brawley Chili Cook-<br>Off |
| Vendor Feedback—<br>Good Turn-Out for<br>Market       |                     |     |     |                    |                                   | Option A—Dia de<br>los Muertos                                        |
| 3                                                     | 4                   | 5   | 6   | 7                  | 8                                 | 9<br>Cattle Call Parade<br>Brawley Cattle Call<br>Rodeo               |
|                                                       |                     |     |     |                    |                                   | Director out of state                                                 |
| 10<br>Brawley Cattle Call<br>Rodeo                    | 11<br>Veteran's Day | 12  | 13  | 14                 | 15                                | 16<br>Westmorland Honey<br>Festival<br>Option B—Harvest<br>Festival   |
| 17                                                    | 18                  | 19  | 20  | 21                 | 22                                | 23                                                                    |
|                                                       |                     |     |     |                    |                                   |                                                                       |
| 24                                                    | 25                  | 26  | 27  | 28<br>Thanksgiving | 29<br>City Holiday                | 30                                                                    |

# December 2019

| Sun                                                                                                  | Mon | Tue                         | Wed                        | Thu | Fri                                                                    | Sat                                                                   |
|------------------------------------------------------------------------------------------------------|-----|-----------------------------|----------------------------|-----|------------------------------------------------------------------------|-----------------------------------------------------------------------|
| 1<br><i>Local Veg Crops—<br/>Asparagus, Broccoli,<br/>Cabbage, Carrots,<br/>Cauliflower, Lettuce</i> | 2   | 3                           | 4                          | 5   | 6<br><i>COEC Christmas<br/>Tree Lighting &amp;<br/>Street Festival</i> | 7<br><i>74th Annual El Cen-<br/>tro Christmas Parade<br/>Option C</i> |
| 8                                                                                                    | 9   | 10                          | 11                         | 12  | 13                                                                     | 14<br><i>Option C</i>                                                 |
| 15                                                                                                   | 16  | 17                          | 18                         | 19  | 20<br><i>Holville Christmas in<br/>the Park</i>                        | 21<br><i>First Day of Winter<br/>Option C</i>                         |
| 22                                                                                                   | 23  | 24<br><i>Christmas Eve</i>  | 25<br><i>Christmas Day</i> | 26  | 27                                                                     | 28<br><i>Director Out of State</i>                                    |
| 29                                                                                                   | 30  | 31<br><i>New Year's Eve</i> |                            |     |                                                                        |                                                                       |



# January 2020

| Sun                                                                                   | Mon                    | Tue | Wed                 | Thu | Fri | Sat                      |
|---------------------------------------------------------------------------------------|------------------------|-----|---------------------|-----|-----|--------------------------|
| Local Veg Crops—<br>Asparagus, Broccoli,<br>Cabbage, Carrots,<br>Cauliflower, Lettuce |                        |     | 1<br>New Year's Day | 2   | 3   | 4<br>Option D—2020       |
| 5                                                                                     | 6                      | 7   | 8                   | 9   | 10  | 11                       |
| 12                                                                                    | 13                     | 14  | 15                  | 16  | 17  | 18<br>COEC SLAM Festival |
| 19                                                                                    | 20<br>MLK, Jr. Holiday | 21  | 22                  | 23  | 24  | 25                       |
| 26                                                                                    | 27                     | 28  | 29                  | 30  | 31  |                          |

# February 2020

| Sun                                                                                                                      | Mon                   | Tue | Wed | Thu | Fri                                  | Sat                                               |
|--------------------------------------------------------------------------------------------------------------------------|-----------------------|-----|-----|-----|--------------------------------------|---------------------------------------------------|
| Local Veg Crops—<br>Asparagus, Broccoli,<br>Cabbage, Carrots,<br>Cauliflower, Lettuce<br>Vendor Feedback—<br>Good Market |                       |     |     |     |                                      | 1                                                 |
| 2                                                                                                                        | 3                     | 4   | 5   | 6   | 7<br>Holville Carrot<br>Festival     | 8<br>Holville Carrot<br>Festival                  |
| 9<br>Holville Carrot<br>Festival                                                                                         | 10                    | 11  | 12  | 13  | 14<br>Valentine's Day                | 15<br>Option E—Tri-Tip<br>Cook-Off                |
| 16                                                                                                                       | 17<br>President's Day | 18  | 19  | 20  | 21                                   | 22<br>COEC Mardi Gras<br>Parade & Street Festival |
| 23                                                                                                                       | 24                    | 25  | 26  | 27  | 28<br>California Mid-<br>Winter Fair | 29<br>California Mid-<br>Winter Fair              |
|                                                                                                                          |                       |     |     |     |                                      | Director Conference                               |

# March 2020

| Sun                                                                                                                                                | Mon | Tue                            | Wed | Thu                              | Fri | Sat                                                                         |
|----------------------------------------------------------------------------------------------------------------------------------------------------|-----|--------------------------------|-----|----------------------------------|-----|-----------------------------------------------------------------------------|
| 1<br><i>Local Veg Crops—<br/>Asparagus, Broccoli,<br/>Cabbage, Carrots,<br/>Cauliflower, Lettuce<br/>Vendor Feedback—<br/>Too Close after Fair</i> | 2   | 3                              | 4   | 5                                | 6   | 7<br><i>California Mid-<br/>Winter Fair</i>                                 |
| 8<br><i>California Mid-<br/>Winter Fair</i>                                                                                                        | 9   | 10                             | 11  | 12                               | 13  | 14<br><i>NAF El Centro<br/>Annual Air Show<br/>Staff Conference</i>         |
| 15                                                                                                                                                 | 16  | 17<br><i>St. Patrick's Day</i> | 18  | 19<br><i>First Day of Spring</i> | 20  | 21<br><i>Option F—<br/>Springfest/<br/>ColorFest/Festival of<br/>Colors</i> |
| 22                                                                                                                                                 | 23  | 24                             | 25  | 26                               | 27  | 28                                                                          |
| 29                                                                                                                                                 | 30  | 31                             |     |                                  |     |                                                                             |

# April 2020

| Sun                                                                    | Mon | Tue | Wed | Thu | Fri | Sat                             |
|------------------------------------------------------------------------|-----|-----|-----|-----|-----|---------------------------------|
| Local Veg Crops—<br>Asparagus, Broccoli,<br>Carrots, Onions,<br>Squash |     |     | 1   | 2   | 3   | 4<br>COEC Spring Fling<br>Flick |
| 5                                                                      | 6   | 7   | 8   | 9   | 10  | 11                              |
|                                                                        |     |     |     |     |     |                                 |
| 12<br>Easter                                                           | 13  | 14  | 15  | 16  | 17  | 18                              |
|                                                                        |     |     |     |     |     |                                 |
| 19                                                                     | 20  | 21  | 22  | 23  | 24  | 25                              |
|                                                                        |     |     |     |     |     |                                 |
| 26                                                                     | 27  | 28  | 29  | 30  |     |                                 |
|                                                                        |     |     |     |     |     |                                 |

# May 2020

| Sun                                                                                                                                                            | Mon                | Tue                | Wed | Thu | Fri          | Sat                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|--------------------|-----|-----|--------------|------------------------------------|
| Local Veg Crops—<br>Cantaloupes, Carrots,<br>Melons, Sweet Onions,<br>Bell Pepper, Sweet<br>Corn, Watermelon<br><br>Vendor Feedback—Likes<br>Idea of May Event |                    |                    |     |     | 1<br>May Day | 2<br>Option—<br>Blues, Brews & BBQ |
| 3                                                                                                                                                              | 4                  | 5<br>Cinco de Mayo | 6   | 7   | 8            | 9                                  |
| 10<br>Mother's Day                                                                                                                                             | 11                 | 12                 | 13  | 14  | 15           | 16                                 |
| 17                                                                                                                                                             | 18                 | 19                 | 20  | 21  | 22           | 23                                 |
| 24                                                                                                                                                             | 25<br>Memorial Day | 26                 | 27  | 28  | 29           | 30                                 |
| 31                                                                                                                                                             |                    |                    |     |     |              |                                    |

DATE SUBMITTED 07/31/19  
 SUBMITTED BY COMMUNITY SERVICES  
 DATE ACTION REQUIRED 10/12/19

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

*38*

## IMPERIAL CITY COUNCIL AGENDA ITEM

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| SUBJECT: DISCUSSION/ACTION: SUN VALLEY BEHAVIORAL MEDICAL CENTER 5K + 1 MILE CASA RACE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                 |
| 1. APPROVAL OF SUN VALLEY BEHAVIORAL MEDICAL CENTER TO HOST THEIR ANNUAL 5K AND 1 MILE RACE ON OCTOBER 12, 2019;<br>2. APPROVAL OF THE CLOSURE OF STREETS AFFECTING N. IMPERIAL AVE., CLAYPOOL DR., AND MARSHALL AVE.;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                 |
| DEPARTMENT INVOLVED: COMMUNITY SERVICES, PUBLIC SERVICES, AND FIRE DEPARTMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                 |
| BACKGROUND/SUMMARY:<br>The Sun Valley Behavioral Medical Center has requested permission to host a 5K + 1 Mile Race within city limits on Saturday, October 12, 2019, to raise awareness and funds for CASA (Court Appointed Special Advocate) of Imperial Valley. The set up time will begin at 6:00 AM and the tear down will be completed by 11:00 AM. The run will start and finish on the property of Sun Valley Behavioral Medical Center, 2417 Marshall Ave. #1, with its route starting along Marshall Road and Crown Street, running through the California Mid-Winter Fairgrounds, and along S. L Street. It has been requested that cautionary barricades be set up at the intersection of N. Imperial Ave. and Claypool Dr., and on Marshall Ave., in front of SOCAL Water Solution at 6:00 AM. The request of cautionary barricades is to provide awareness to vehicles and a safe running route for participants. Barricades will need to be picked up after event at 11:00 AM. The organizer, Cruz Lopez-Castleberry, stated that Sun Valley Behavioral Medical Center has acquired permission from the California Mid-Winter Fairgrounds to run on and through their property and race track. All event activities after the race will be held on the property of Sun Valley Behavioral Medical Center. The City has requested a certificate of insurance naming the City of Imperial as additionally insured. For more information, or to review the Sun Valley Behavioral Medical Center 5K + 1 Mile route, please see the attached information. |                                                                                 |
| FISCAL IMPACT:<br>There is no significant fiscal impact.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | FINANCE INITIALS <i>JS</i>                                                      |
| STAFF RECOMMENDATION: It is the department's recommendation to approve the Sun Valley Behavioral Medical Center to host and use cautionary barricade for their Annual 5K and 1 Mile Race in the City of Imperial on October 12, 2019.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | DEPT. INITIALS <i>JS</i>                                                        |
| MANAGER'S RECOMMENDATION:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | CITY MANAGER'S INITIALS <i>Office Al</i>                                        |
| MOTION:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                 |
| SECONDED:<br>AYES:<br>NAYES:<br>ABSENT:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | APPROVED ( )<br>DISAPPROVED ( )<br>REJECTED ( )<br>DEFERRED ( )<br>REFERRED TO: |





Measure distance  
 Total area: 1,887,585.70 ft<sup>2</sup> (175,362.45 m<sup>2</sup>)  
 Total distance: 3.04 mi (4.89 km)



DATE SUBMITTED

7/31/19

SUBMITTED BY

COMMUNITY  
SERVICES

DATE ACTION REQUIRED

8/7/19

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

## IMPERIAL CITY COUNCIL AGENDA ITEM

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                      |
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| <p><b>SUBJECT:</b> DISCUSSION/ACTION: Eager Park Playground Surfacing Improvement Project</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                      |
| <p><b>DEPARTMENT INVOLVED:</b> COMMUNITY SERVICES</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                      |
| <p><b>BACKGROUND/SUMMARY:</b></p> <p>Eager park Surfacing Project is to remove weathered and damaged poured in place rubber surfacing and replace it with engineered wood fiber. This Project was put out to Bid on June 9, 2019. No bids were received by the June 28<sup>th</sup> deadline.</p> <p>Since the project received no bids, staff requests authorization from Council to proceed with the project as specified in the bid package without further compliance with the procurement requirements.</p> <p>A quote was received from Western State Builders to demo, remove and dispose of the existing pour in place and the installation of Fibar Cloth in the amount of \$34,750. The quote for engineered fiber is \$8,809.71.</p> <p>Please see attached quote.</p> |                                                                                                      |
| <p><b>FISCAL IMPACT:</b></p> <p>Cost of labor and materials, not to exceed \$44,000.00.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <p>FINANCE INITIALS <u>(initials)</u></p>                                                            |
| <p><b>STAFF RECOMMENDATION:</b> It is the department's recommendation that City Council approve the quotes from Western State Builders in the amount of \$34,750 and Fibar quote in the amount of \$8,809.71.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <p>DEPT. INITIALS <u>(initials)</u></p>                                                              |
| <p><b>MANAGER'S RECOMMENDATION:</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <p>CITY MANAGER'S INITIALS <u>office (initials)</u></p>                                              |
| <p><b>MOTION:</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                      |
| <p>SECONDED:<br/>AYES:<br/>NAYES:<br/>ABSENT:</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <p>APPROVED ( )<br/>DISAPPROVED ( )<br/><br/>REJECTED ( )<br/>DEFERRED ( )<br/><br/>REFERRED TO:</p> |



# Western State Builders

Date: 7/20/2019  
Proposal #: WSB 59997

Address: Earger City Park  
Project: PIP Demo/Disposal Fibar install  
Project Number: 59997  
CA License: 1001538  
DIR Number 1000039078

Western State Builders proposes to provide all labor/Material to complete the work listed for the above referenced project.

| DESCRIPTION OF WORK |          |                                                                                                                         | Estimated Cost |
|---------------------|----------|-------------------------------------------------------------------------------------------------------------------------|----------------|
| 1                   | Demo     | Demo Existing PIP<br>Remove and Dispose of 2827sqft of Sand<br><br>Labor<br>Equipment<br>Disposal Costs                 |                |
| 2                   | Install  | Roughly 3325 Sqft of Fibar Cloth Installation<br>Roughly 3325 Sqft of Fibar material Installation<br>Labor<br>Equipment |                |
| 3                   | Material | 3325 Sqft Of Fibar Material<br>3325 Sgft of Fibar Cloth                                                                 |                |
|                     | Lodging  |                                                                                                                         |                |
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## CONDITIONS AND STIPULATIONS

- ☐ Proposal only includes the items listed on Description of Work above.
- ☐ Any additional work requested will be billed at the Western State Builder's current rental rates.
- ☐ All quantities to be measured and approved by the project superintendent/Home Owner prior to billing.
- ☐ Western State Builders is not responsible for the changes made to Western State Builders plans.

Western State Builders looks forward to working with your company. If you have any questions regarding the contents of this proposal please call me at (760) 270-8639.

Sincerely  
Julian Moon

2141 Orange Ave Escondido, CA 92029  
Phone (760) 703 6024 Phone (760) 270 8639

Page

General Terms and Conditions:

1. Western State Builders is not responsible for the cost of obtaining nor providing for any engineering, testing, permits, bonds, or inspection fees, or any other fees or charges.
2. Western State Builders shall not be responsible for any delay in completing this subcontract caused by (a) act of God (b) inclement weather, (c) Strikes or other union activities, (d) additional work ordered by the owner, the architect, or the prime contractor, (e) any work stoppage by Western State Builders following the prime contractor's/Home Owner failure to make payments when due under this contract, (f) regulations or other action by governmental authorities, (g) any other contingency beyond Western State Builders control and not foreseen by express provision of this contract.
3. If the prime contractor or owner requires Western State Builders to do any work other than that specified herein Western State Builders shall be paid the cost of the work plus (10%) for overhead and fifteen percent (15%) for cost for profit whether or not the request is in writing. Western State Builders at its option, may defer commencement of any additional work until a change order is signed by the contractor/owner as applicable.
4. It is mutually agreed that if at any time in the opinion of the Western State Builders, the financial responsibility of the prime contractor or owner becomes impaired, jeopardized, threatened, or unsatisfactory Western State Builders may temporarily stop work and require payment of all sums then due for all labor and materials furnished at that time and also require payment in advance for all remaining labor and materials and either or both of these actions shall not constitute a breach of this agreement by Western State Builders and Western State Builders may wait to perform the balance of the labor and material hereunder until the aforementioned payment in full has been received.
5. Job performance and/or measured quantities will be considered accepted, unless written notice of any claimed deficiencies is received by Western State Builders within (7) working days from that time when the work is actually performed. Foreman to walk with owner on approval.
6. This proposal is made in anticipation of prompt commencement of work as provided herein. If through no fault of Western State Builders, such work has not begun within (90) days of the date of this proposal. The Proposal may be declared null and void at Western State Builders option.
7. The above proposal shall not be binding unless prime contractor or owner accepts the proposal in writing. It is understood and agreed that acceptance of this proposal shall constitute a contract upon actual notice of such acceptance to Western State Builders. All of the following conditions of this proposal are incorporated into and become part of this proposal and contract.
8. If through no fault of Western State Builders, the completed work by western State Builders is damaged. Western State Builders will be paid additionally for such repair or replacement work necessary to return it to the original completed condition. additionally for such repair or replacement work necessary to return it to the original completed condition.

Continued...

9. Any back charges to Western State Builders claimed by the owner, the architect, or the prime contractor shall be reviewed and acknowledged in writing by Western State Builders and a representative of the prime contractor or owner within 7 days of the occurrence, giving rise to a back charge.

10. Western State Builders will not honor any back charges unless Western State Builders has accepted responsibility and is given the opportunity to remedy the problem itself first.

Prime Contractor or Owner Acceptance: The undersigned, prime contractor or owner, has read and understands the above terms and conditions and hereby agrees to pay the contract price for the work described above.

Dated: \_\_\_\_\_

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

Western State Builders acceptance:

Dated: \_\_\_\_\_

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



The Fibar Group LLC  
80 Business Park Dr  
Suite 300  
Armonk, NY 10504-1705

E-mail sales@miracleplayground.com

Web Site www.fibar.com

# Estimate

| Date      | Estimate # |
|-----------|------------|
| 7/22/2019 | 10-3348    |

Phone # 800-264-7225 Fax # 877-215-3869

|                    |
|--------------------|
| Name / Address     |
| General Contractor |

| Project                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                            | Terms                   | Rep      | FOB        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|----------|------------|
| Eager Park                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                            | see below               | Eddie    | factory    |
| Item                                                                                                                                                                                                | Description                                                                                                                                                                                                                                                                                | Qty                     | Rate     | Total      |
| Fibar                                                                                                                                                                                               | Fibar System 112                                                                                                                                                                                                                                                                           | 1                       | 6,145.10 | 6,145.10T  |
|                                                                                                                                                                                                     | -3325 sf of Fibar material at 12" depth including 35% compaction rate                                                                                                                                                                                                                      |                         |          |            |
|                                                                                                                                                                                                     | -Fibar cloth                                                                                                                                                                                                                                                                               |                         |          |            |
| Freight                                                                                                                                                                                             | Commercial Freight                                                                                                                                                                                                                                                                         | 1                       | 2,173.00 | 2,173.00   |
| EXCLUSIONS                                                                                                                                                                                          | EXCLUDES: unloading, storage, site work, installation, fees & permits. NOTE: Trucks will deliver as close to your area as possible without damaging property. Fibar wood fiber is delivered loose. Other Fibar components; mats, Fibar Drain, Fibar cloth are delivered by common carrier. |                         | 0.00     | 0.00T      |
| This quote is valid for 30 days                                                                                                                                                                     |                                                                                                                                                                                                                                                                                            | <b>Subtotal</b>         |          |            |
|                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                            |                         |          | \$8,318.10 |
| Terms: all Municipalities and School Districts have Net 30 terms. All other agencies need to apply for credit terms and will be issued termed after credit review. Deposits are generally required. |                                                                                                                                                                                                                                                                                            | <b>Sales Tax (8.0%)</b> |          |            |
| CREDIT CARD PAYMENTS ARE ACCEPTED AND WILL BE CHARGED AN ADDITIONAL 3% FEE.                                                                                                                         |                                                                                                                                                                                                                                                                                            |                         |          | \$491.61   |
|                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                            | <b>Total</b>            |          |            |
|                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                            |                         |          | \$8,809.71 |

Signature \_\_\_\_\_

DATE SUBMITTED July 31, 2019  
 SUBMITTED BY L Gutierrez  
 DATE ACTION REQUIRED August 7, 2019

COUNCIL ACTION (x)  
 PUBLIC HEARING REQUIRED ( )  
 RESOLUTION ( )  
 ORDINANCE 1<sup>ST</sup> READING ( )  
 ORDINANCE 2<sup>ND</sup> READING ( )  
 CITY CLERK'S INITIALS g

## IMPERIAL CITY COUNCIL AGENDA ITEM

|                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                |                                                            |                                                                |  |                                         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|------------------------------------------------------------|----------------------------------------------------------------|--|-----------------------------------------|
| <p><b>SUBJECT: DISCUSSION/ACTION:</b></p> <p style="text-align: center;">APPROVAL OF THE SECOND EXTENSION AGREEMENT WITH KOPPEL &amp; GRUBER<br/>             PUBLIC FINANCE FOR PROFESSIONAL SERVICES RELATED TO COMMUNITY FACILITIES<br/>             DISTRICT (CFD), LIGHTING &amp; LANDSCAPE SPECIAL TAX CONSULTANT AND PROGRAM<br/>             ADMINISTRATION. SERVICES FOR FISCAL YEARS ENDED JUNE 30, 2020 AND 2021.</p> |                                                                |                                                            |                                                                |  |                                         |
| <p><b>DEPARTMENT INVOLVED: FINANCE DEPARTMENT</b></p>                                                                                                                                                                                                                                                                                                                                                                            |                                                                |                                                            |                                                                |  |                                         |
| <p><b>BACKGROUND/SUMMARY:</b></p> <p>The firm Koppel &amp; Gruber Public Finance was retained June 2016 as the Community Facilities District (CFD), Lighting, and Landscape Special Tax Consultant and Program Administrator.</p> <p>Koppel &amp; Gruber Public Finance assists City Staff with the CFD, lighting and landscape review process with much success.</p>                                                            |                                                                |                                                            |                                                                |  |                                         |
| <p><b>FISCAL IMPACT:</b></p> <p>Consultant will be paid through CFD, Lighting, and Landscape funds.</p>                                                                                                                                                                                                                                                                                                                          | <p><b>F.O. INITIALS</b> <u>VB</u></p>                          |                                                            |                                                                |  |                                         |
| <p><b>STAFF RECOMMENDATION:</b></p> <p>Staff recommends approval of the Second Amendment to the Agreement between the City and Koppel &amp; Gruber Public Finance for the two year period.</p>                                                                                                                                                                                                                                   |                                                                |                                                            |                                                                |  |                                         |
| <p><b>MANAGER'S RECOMMENDATION:</b></p> <p>It is the City Manager's recommendation that Council approve the Second Amendment to the Agreement for the two year period.</p>                                                                                                                                                                                                                                                       | <p><b>MANAGER'S INITIALS</b> <u>CMO</u></p>                    |                                                            |                                                                |  |                                         |
| <p><b>MOTION:</b></p> <table style="width: 100%;"> <tr> <td style="width: 50%;"> <p>SECONDED:</p> <p>AYES:</p> <p>NAYES:</p> <p>ABSENT:</p> </td> <td style="width: 50%;"> <p>APPROVED ( )</p> <p>DISAPPROVED ( )</p> <p>REFERRED TO:</p> </td> </tr> <tr> <td></td> <td style="text-align: right;"> <p>REJECTED ( )</p> <p>DEFERRED ( )</p> </td> </tr> </table>                                                                |                                                                | <p>SECONDED:</p> <p>AYES:</p> <p>NAYES:</p> <p>ABSENT:</p> | <p>APPROVED ( )</p> <p>DISAPPROVED ( )</p> <p>REFERRED TO:</p> |  | <p>REJECTED ( )</p> <p>DEFERRED ( )</p> |
| <p>SECONDED:</p> <p>AYES:</p> <p>NAYES:</p> <p>ABSENT:</p>                                                                                                                                                                                                                                                                                                                                                                       | <p>APPROVED ( )</p> <p>DISAPPROVED ( )</p> <p>REFERRED TO:</p> |                                                            |                                                                |  |                                         |
|                                                                                                                                                                                                                                                                                                                                                                                                                                  | <p>REJECTED ( )</p> <p>DEFERRED ( )</p>                        |                                                            |                                                                |  |                                         |



**SECOND AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT BETWEEN  
THE CITY OF IMPERIAL AND KOPPEL & GRUBER PUBLIC FINANCE**

THIS AGREEMENT is made and entered into this 7<sup>th</sup> day of August, 2019, by and between the City of Imperial, California, a municipal corporation of the State of California, ("Agency") and Koppel & Gruber ("Consultant").

**WITNESSETH:**

WHEREAS, the parties hereto entered an agreement dated June 15, 2016, ("Agreement");  
and

WHEREAS, the parties wish to extend the term of the Agreement as set forth herein;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. The above referenced recitals are true and correct and are incorporated herein by this reference.
2. Section I of the Agreement is rescinded and restated as follows:

This Agreement shall take effect as of July 1, 2019 and shall remain and continue in effect until the tasks described herein are completed, but in no event later than June 30, 2021, unless sooner terminated pursuant to the provisions of this Agreement.

3. Section V of the Agreement is rescinded and restated as follows:

A. The Agency may at any time, for any reason, with or without cause suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least thirty (30) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the Agency suspends or terminates a portion of this Agreement, such suspension or termination shall not make, void or invalidate the remainder of this Agreement.

B. In the event this Agreement is terminated pursuant to this Section, the Agency shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the Agency. Upon

termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the Agency pursuant to Section IV.

4. Exhibits A and B to the Agreement are rescinded and replaced by Exhibits A and B attached hereto and incorporated herein by this reference.
5. Except as specifically set forth herein, the terms of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have caused this agreement to be signed on the date first above written.

**EMPLOYER:**

City of Imperial, California

By \_\_\_\_\_  
Mayor

**CONSULTANT:**

Koppel & Gruber Public Finance

By \_\_\_\_\_

**ATTEST:**

By \_\_\_\_\_  
Debra Jackson, City Clerk

## EXHIBIT A

---

### **A. Administration Services – Community Facilities Districts (“CFDs”)**

*K&G Public Finance proposes to provide the following scope of services relating to the administration of the City’s CFDs:*

1. Attend meetings with respect to the ongoing administration of the CFDs. Develop effective channels of communication to facilitate the smooth administration of the CFDs.
2. Prepare a parcel database to be used in maintaining and calculating the annual tax requirements which includes County Secured Roll information such as land use, building square footage, assessed values and ownership data.
3. Track tract and parcel map information, parcel changes, prepaid parcels and collect building permit information necessary for the accurate administration of the CFDs.
4. Simultaneously done with Step 2 and 3, properties will be classified by land use classification as defined in the Rates and Methods of Apportionment (“RMAs”) which includes Exempt Property, Taxable Property, Developed Property and Undeveloped Property as well as special tax classes as further defined in the RMAs.
5. Monitor all funds and Bond Accounts in compliance with the Bond Indentures, or similar instrument. Recommend Bond Calls needed from excess funds, prepayments or for early redemption and calculate the bond call spreads. Verify the bond calls with the City’s Paying Agent/Trustee.
6. Work with the City to recover all costs associated with the ongoing administration of the CFDs, including, but not limited to, staff time, county costs, trustee fees, consultant fees, and legal fees. This is to facilitate the self-sufficiency of the CFD and is allowed for by appropriate statutes and the RMAs.
7. Determine the annual budget for the CFD, typically called the Special Tax Requirement for Facilities. This includes but is not limited to, debt service needs, administrative costs identified in Step 6, funds to be used for pay as you go construction and replenishment of reserves. In addition determine the annual budget for Special Tax Requirement for Services for each of the CFDs.
8. Spread the Special Tax Requirements to the Taxable parcels within the CFDs in accordance with the RMAs.
9. Place the appropriate charges on the County Tax Roll in the required format and provide the City with a verification of the total amount placed on the tax roll. Research any exceptions (K&G Public Finance had 0 (zero) rejections for all County submittals in Fiscal Year 2018/2019) and resubmit if possible and/or mail direct billings for parcels not able to be placed on the County Tax Roll.
10. Answer property owner questions regarding the CFDs or special taxes placed on the tax roll. This helps to minimize City staff time spent on the CFDs. We also provide a toll-free phone number that is placed on the tax bill next to the special tax.

11. Track delinquent payments and provide the City with semi-annual reports. Prepare and mail delinquency letters to delinquent property owners if requested. Develop a customized program with the City to address current needs and requirements to meet the foreclosure covenants in the CFDs Official Statements. This program typically will include a correspondence component to the delinquent property owners. Fees will be negotiated upon program development with the City.
12. Prepare an Annual Report for the CFDs including the annual budget, a list of valid assessor parcels, the calculated rates for each parcel based upon the RMAs, describe development changes, delinquency summary, fund balance, debt service statements and other pertinent information about the CFDs. This provides the CFD a summary of the calculation of the annual special tax for easy access and reference.
13. Prepare Resolutions needed to approve the Annual Levy (if necessary) and provide reports that may be helpful for presentation to the City Council.
14. Attend City Council Meetings to approve the annual rates and the annual accountability report.
15. Calculate and prepare written prepayment quotes (partial or in full) for individual parcels as requested. A reasonable fee for this service may be charged directly to the party requesting the prepayment and will not be charged to the City.
16. Compile and submit CDIAC (California Debt and Investment Advisory Commission) reports for the bond issues as required.
17. Compile and submit the annual report required by Local Agency Special Tax and Bond Accountability Act under Government Code 50075.3 or 53411.
18. Prepare "Notice of Special Tax" as provided for in Government Code 53340.2(b) and 53341.5. A fee of \$10.00 may be charged to the requestor.
19. If requested by a person who resides in or owns property within the CFD, prepare an "Annual Report" as provided for in Government Code 53343.1. A fee for the cost of preparing the report may be charged by the City to the requesting party.

**B. Administration Services – Landscape and Lighting Maintenance District ("Maintenance Districts")**

*K&G Public Finance proposes to provide the following scope of services relating to the administration of the Maintenance Districts:*

1. Attend conference calls/meetings with respect to the ongoing administration of the District. Develop effective channels of communication to facilitate the smooth administration of the Maintenance Districts.
2. Prepare a parcel database to be used in maintaining and calculating the annual assessment requirements which includes County Secured Roll information. This data is maintained on an annual basis.
3. Track parcel and tract map information, parcel changes, exempt parcels and collect any information necessary for the accurate administration of the Maintenance Districts.

4. Meet with City Staff to determine the annual budget for the Maintenance Districts, typically called the annual budget to levy. This includes but is not limited to, cost of maintenance or services, administrative costs, and replenishment of reserves as allowable.
5. Review the spread of assessments to the assessable parcels within the Maintenance Districts in accordance with the Assessment Methodologies.
6. Prepare an Engineer's Report for the District that includes the annual budget, a list of valid assessor parcels, the calculated rates for each parcel based upon the assessment methodology, including a discussion of special benefit, the assessment methodology, a description of the improvements and services included in the annual budget, the assessment rates by zone (if applicable) or land use and other pertinent information about the Maintenance Districts.
7. Place the appropriate charges on the County Tax Roll in the required format and provide the City with a verification of the total amount placed on the tax roll. Research any exceptions and resubmit if possible and/or mail direct billings for parcels not able to be placed on the County Tax Roll.
8. As needed - Compile data necessary to prepare an assessment diagram for parcels to be annexed to the District.
9. As needed - Determine the assessor parcel numbers and assessment amounts for parcels that are annexed into the District.

### **C. Continuing Disclosure**

*In addition to the above scope of services, we will provide continuing disclosure for each of the City's CFD bond issues if requested.*

1. Compile continuing disclosure reports under SEC Rule 15c2-12 and in accordance with the Disclosure Certificate.
2. Disseminate continuing disclosure reports to the Central Post Office and/or NRMSIRS.
3. Publish continuing disclosure reports on our website and/or the City's website (if requested).
4. Assist with investor inquiries.
5. Monitor all "significant events" as defined in the Disclosure certificate and prepare and publish significant event notices as necessary.

### **D. Arbitrage Calculations**

*Below is the scope of services we will provide in conjunction with the calculation of arbitrage rebate for the City's CFD bond issues.*

1. Review bond documents including but not limited to the bond offering's Official Statement, IRS Form 8038-G, Tax Certificate (arbitrage certificate and/or non-arbitrage certificate) and Cash/Investment Statements.
2. Evaluate and determine bond funds subject to Arbitrage Rebate.
3. Input data and calculate arbitrage rebate liability pursuant to Section 148 (f) of the Internal Revenue Code of 1986.
4. Prepare a report showing the following:
  - a. Arbitrage calculations and liability results, collectively and by fund,
  - b. Assumptions utilized in the calculations,
  - c. Backup supporting schedules leading to the results,
  - d. Arbitrage yield and yield restriction requirements, and
  - e. Investment/yield comparison graph.
5. Discuss the results with the City and/or their financing team.
6. As applicable, prepare IRS Form 8038-T for payment to the IRS.

***E. Client Responsibility***

In order to provide Annual Administration and calculate the Arbitrage Rebate liability (if requested) we will need the following documents from the City and/or their financing team. In order to reduce the staff time that must be spent gathering data, K&G Public Finance will assist in the collection of these documents.

1. Bond Transcripts (if available).
2. IRS Form 8038-G.
3. Tax Certificate (also known as Non-Arbitrage Certificate).
4. Cash and Investment Statements since the bond issuance or last Arbitrage Rebate calculation.
5. Any other reports prepared for the bond issues.

## EXHIBIT B

### A. Annual Administration Related Fees

K&G Public Finance will provide the above listed Scopes of Services for the fixed fees described below:

| TASK                                                             | FY 2019/2020<br>FEES     | FY 2020/2021<br>FEES     |
|------------------------------------------------------------------|--------------------------|--------------------------|
| <b><i>Annual Administration Services</i></b>                     |                          |                          |
| CFD No. 2004-1 Victoria Ranch                                    | \$6,365                  | \$6,365                  |
| CFD No. 2004-2 Mayfield                                          | \$5,970                  | \$5,970                  |
| CFD No. 2004-3 Bratton                                           | \$6,365                  | \$6,365                  |
| CFD No. 2005-1 Springfield                                       | \$4,775                  | \$4,775                  |
| CFD No. 2006-1 Monterrey Park                                    | \$5,835                  | \$5,835                  |
| CFD No. 2006-1 Savanna Ranch                                     | \$5,835                  | \$5,835                  |
| Landscape District No. 1 Paseo Del Sol and Wildflower            | \$3,715                  | \$3,715                  |
| Lighting Maintenance District No. 1 Paseo Del Sol and Wildflower | \$3,715                  | \$3,715                  |
| Landscape Maintenance District No. 2 Sky Ranch                   | \$4,775                  | \$4,775                  |
| <b><i>Continuing Disclosure</i></b>                              |                          |                          |
| Annual Report                                                    | \$1,275 (per bond issue) | \$1,310 (per bond issue) |
| Significant Event Notice                                         | \$375 (per event)        | \$385 (per event)        |

| TASK                                                                                                                                                                 | FEES                  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| <b><i>Arbitrage Calculations</i></b>                                                                                                                                 | <b>Per Bond Issue</b> |
| One-time set-up                                                                                                                                                      | \$500                 |
| Annual Calculations                                                                                                                                                  | \$1,300               |
| Per Additional Year                                                                                                                                                  | \$450                 |
| Installment Calculations (every 5 <sup>th</sup> year assuming no annual calculations)                                                                                | \$3,100               |
| <i>The following additional services and fees apply on an as needed basis</i>                                                                                        |                       |
| <b>Variable Rate Yield Computation:</b> Yield computation that involves Qualified Guarantee Fees, Letter of Credit Fees, Swap Payments, etc.                         | \$250-500             |
| <b>Variable Rate Bond Liability Analysis:</b> Perform various yield calculations over different periods and in different combinations to determine lowest liability. | \$275                 |
| <b>Non-Traditional Bond Yield Analysis:</b> Issues such as Build America Bonds where subsidy payments affect bond yield computations.                                | \$275                 |
| <b>Commingled Funds Analysis:</b> Analysis to allocate commingled funds and liabilities.                                                                             | \$275                 |



| TASK                                                                                                                                            | FEES  |
|-------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| <b>General Ledger Data Entry:</b> Funds not held with trustee/bank and have extensive data entry.                                               | \$275 |
| <b>Earnings Calculations:</b> Computation to determine earnings on proceeds held in a commingled account.                                       | \$275 |
| <b>Transferred Proceeds Analysis/Allocation:</b> Refunding bonds analysis to allocation refunded bond proceeds between old and new bond issues. | \$275 |
| <b>Universal Cap Analysis:</b> Analyze fund balances and deallocate proceeds each bond year.                                                    | \$275 |
| <b>Excess Funds:</b> More than 5 funds requiring rebate analysis.                                                                               | \$275 |
| <b>Non-Bona Fide Debt Service Funds</b>                                                                                                         | \$150 |
| <b>IRS Audit Assistance/Support:</b> <i>per hour rate</i>                                                                                       | \$250 |

K&G Public Finance will invoice on a quarterly basis for Annual Administration and on a monthly or project completion basis for all other services. The quoted fees will be subject to an annual Consumer Price Index increase for the San Diego Area All Urban Consumer Price Index (All Items) beginning July 2021.

#### ***B. Expenses***

In addition to fees for services, K&G Public Finance shall be reimbursed for direct expenses for: travel, photocopying, data sources, courier services, and overnight delivery at our cost (no mark-up).

#### ***C. Additional Work***

If authorized by the City, K&G Public Finance will provide additional services not included in the above scopes of services at the hourly rates set forth in the table below unless otherwise agreed upon between the City and K&G Public Finance.

#### ***D. Hourly Rates***

Below are our hourly rates that K&G Public Finance will provide for the City.

| TITLE                     | RATE  |
|---------------------------|-------|
| Principal                 | \$195 |
| Senior Associate          | \$135 |
| Associate                 | \$ 95 |
| Production/Administration | \$ 65 |

**FIRST AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT BETWEEN THE  
CITY OF IMPERIAL AND KOPPEL & GRUBER PUBLIC FINANCE**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of September, 2017, by and between the City of Imperial, California, a municipal corporation of the State of California, ("Agency") and Koppel & Gruber ("Consultant").

**WITNESSETH:**

WHEREAS, the parties hereto entered an agreement dated June 15, 2016, ("Agreement");  
and

WHEREAS, the parties wish to extend the term of the Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. The above referenced recitals are true and correct and are incorporated herein by this reference.
2. Section I of the Agreement is rescinded and restated as follows:  
  
This Agreement shall take effect as of July 1, 2017 and shall remain and continue in effect until the tasks described herein are completed, but in no event later than June 30, 2019, unless sooner terminated pursuant to the provisions of this Agreement.
3. Section V of the Agreement is rescinded and restated as follows:
  - A. The Agency may at any time, for any reason, with or without cause suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least thirty (30) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the Agency suspends or terminates a portion of this Agreement, such suspension or termination shall not make, void or invalidate the remainder of this Agreement.
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termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the Agency pursuant to Section IV.

4. Exhibits A and B to the Agreement are rescinded and replaced by Exhibits A and B attached hereto and incorporated herein by this reference.
5. Except as specifically set forth herein, the terms of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have caused this agreement to be signed on the date first above written.

**EMPLOYER:**

City of Imperial, California

By \_\_\_\_\_  
Mayor

**CONSULTANT**

Koppel & Gruber Public Finance

By \_\_\_\_\_

**ATTEST:**

By \_\_\_\_\_  
Debra Jackson, City Clerk

## **EXHIBIT A**

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### **A. Administration Services – Community Facilities Districts (“CFDs”)**

*K&G Public Finance proposes to provide the following scope of services relating to the administration of the City’s CFDs:*

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4. Simultaneously done with Step 2 and 3, properties will be classified by land use classification as defined in the Rates and Methods of Apportionment (“RMAs”) which includes Exempt Property, Taxable Property, Developed Property and Undeveloped Property as well as special tax classes as further defined in the RMAs.
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8. Spread the Special Tax Requirements to the Taxable parcels within the CFDs in accordance with the RMAs.
9. Place the appropriate charges on the County Tax Roll in the required format and provide the City with a verification of the total amount placed on the tax roll. Research any exceptions (K&G Public Finance had 0 (zero) rejections for all County submittals in Fiscal Year 2016/2017) and resubmit if possible and/or mail direct billings for parcels not able to be placed on the County Tax Roll.
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12. Prepare an Annual Report for the CFDs including the annual budget, a list of valid assessor parcels, the calculated rates for each parcel based upon the RMAs, describe development changes, delinquency summary, fund balance, debt service statements and other pertinent information about the CFDs. This provides the CFD a summary of the calculation of the annual special tax for easy access and reference.
13. Prepare Resolutions needed to approve the Annual Levy (if necessary) and provide reports that may be helpful for presentation to the City Council.
14. Attend City Council Meetings to approve the annual rates and the annual accountability report.
15. Calculate and prepare written prepayment quotes (partial or in full) for individual parcels as requested. A reasonable fee for this service may be charged directly to the party requesting the prepayment and will not be charged to the City.
16. Compile and submit CDIAC (California Debt and Investment Advisory Commission) reports for the bond issues as required.
17. Compile and submit the annual report required by Local Agency Special Tax and Bond Accountability Act under Government Code 50075.3 or 53411.
18. Prepare "Notice of Special Tax" as provided for in Government Code 53340.2(b) and 53341.5. A fee of \$10.00 may be charged to the requestor.
19. If requested by a person who resides in or owns property within the CFD, prepare an "Annual Report" as provided for in Government Code 53343.1. A fee for the cost of preparing the report may be charged by the City to the requesting party.

**B. Administration Services – Landscape and Lighting Maintenance District ("Maintenance Districts")**

*K&G Public Finance proposes to provide the following scope of services relating to the administration of the Maintenance Districts:*

1. Attend conference calls/meetings with respect to the ongoing administration of the District. Develop effective channels of communication to facilitate the smooth administration of the Maintenance Districts.
2. Prepare a parcel database to be used in maintaining and calculating the annual assessment requirements which includes County Secured Roll information. This data is maintained on an annual basis.
3. Track parcel and tract map information, parcel changes, exempt parcels and collect any information necessary for the accurate administration of the Maintenance Districts.

4. Meet with City Staff to determine the annual budget for the Maintenance Districts, typically called the annual budget to levy. This includes but is not limited to, cost of maintenance or services, administrative costs, and replenishment of reserves as allowable.
5. Review the spread of assessments to the assessable parcels within the Maintenance Districts in accordance with the Assessment Methodologies.
6. Prepare an Engineer's Report for the District that includes the annual budget, a list of valid assessor parcels, the calculated rates for each parcel based upon the assessment methodology, including a discussion of special benefit, the assessment methodology, a description of the improvements and services included in the annual budget, the assessment rates by zone (if applicable) or land use and other pertinent information about the Maintenance Districts.
7. Place the appropriate charges on the County Tax Roll in the required format and provide the City with a verification of the total amount placed on the tax roll. Research any exceptions and resubmit if possible and/or mail direct billings for parcels not able to be placed on the County Tax Roll.
8. As needed - Compile data necessary to prepare an assessment diagram for parcels to be annexed to the District.
9. As needed - Determine the assessor parcel numbers and assessment amounts for parcels that are annexed into the District.

***The following services are Optional Services.***

***C. Continuing Disclosure (Optional Service)***

*In addition to the above scope of services, we will provide continuing disclosure for each of the City bond issues if requested.*

1. Compile continuing disclosure reports under SEC Rule 15c2-12 and in accordance with the Disclosure Certificate.
2. Disseminate continuing disclosure reports to the Central Post Office and/or NRMSIRS.
3. Publish continuing disclosure reports on our website and/or the City's website (if requested).
4. Assist with investor inquiries.
5. Monitor all "significant events" as defined in the Disclosure certificate and prepare and publish significant event notices as necessary.

***D. Arbitrage Calculations (Optional Service)***

*Below is the scope of services we will provide in conjunction with the calculation of arbitrage rebate for the City bond issues.*

1. Review bond documents including but not limited to the bond offering's Official Statement, IRS Form 8038-G, Tax Certificate (arbitrage certificate and/or non-arbitrage certificate) and Cash/Investment Statements.
2. Evaluate and determine bond funds subject to Arbitrage Rebate.
3. Input data and calculate arbitrage rebate liability pursuant to Section 148 (f) of the Internal Revenue Code of 1986.
4. Prepare a report showing the following:
  - a. Arbitrage calculations and liability results, collectively and by fund,
  - b. Assumptions utilized in the calculations,
  - c. Backup supporting schedules leading to the results,
  - d. Arbitrage yield and yield restriction requirements, and
  - e. Investment/yield comparison graph.
5. Discuss the results with the City and/or their financing team.
6. As applicable, prepare IRS Form 8038-T for payment to the IRS.

***E. Client Responsibility***

In order to provide Annual Administration and calculate the Arbitrage Rebate liability (if requested) we will need the following documents from the City and/or their financing team. In order to reduce the staff time that must be spent gathering data, K&G Public Finance will assist in the collection of these documents.

1. Bond Transcripts (if available).
2. IRS Form 8038-G.
3. Tax Certificate (also known as Non-Arbitrage Certificate).
4. Cash and Investment Statements since the bond issuance or last Arbitrage Rebate calculation.
5. Any other reports prepared for the bond issues.



## EXHIBIT B

### A. Annual Administration Related Fees

K&G Public Finance will provide the above listed Scopes of Services for the fixed fees described below:

| TASK                                                             | FEES    |
|------------------------------------------------------------------|---------|
| <b><i>Annual Administration Services</i></b>                     |         |
| CFD No. 2004-1 Victoria Ranch                                    | \$6,000 |
| CFD No. 2004-2 Mayfield                                          | \$5,625 |
| CFD No. 2004-3 Bratton                                           | \$6,000 |
| CFD No. 2005-1 Springfield                                       | \$4,500 |
| CFD No. 2006-1 Monterrey Park                                    | \$5,500 |
| CFD No. 2006-1 Savanna Ranch                                     | \$5,500 |
| Landscape District No. 1 Paseo Del Sol and Wildflower            | \$3,500 |
| Lighting Maintenance District No. 1 Paseo Del Sol and Wildflower | \$3,500 |
| Landscape Maintenance District No. 2 Sky Ranch                   | \$4,500 |

### Optional Services (Upon Request)

| TASK                                                                                                                                                                 | FEES                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| <b><i>Continuing Disclosure</i></b>                                                                                                                                  |                          |
| Annual Report                                                                                                                                                        | \$1,200 (per bond issue) |
| Significant Event Notice                                                                                                                                             | \$375 (per event)        |
| <b><i>Arbitrage Calculations</i></b>                                                                                                                                 | <b>Per Bond Issue</b>    |
| One-time set-up                                                                                                                                                      | \$500                    |
| Annual Calculations                                                                                                                                                  | \$1,300                  |
| Per Additional Year                                                                                                                                                  | \$450                    |
| Installment Calculations (every 5 <sup>th</sup> year assuming no annual calculations)                                                                                | \$3,100                  |
| <i>The following additional services and fees apply on an as needed basis</i>                                                                                        |                          |
| <b>Variable Rate Yield Computation:</b> Yield computation that involves Qualified Guarantee Fees, Letter of Credit Fees, Swap Payments, etc.                         | \$250-500                |
| <b>Variable Rate Bond Liability Analysis:</b> Perform various yield calculations over different periods and in different combinations to determine lowest liability. | \$275                    |
| <b>Non-Traditional Bond Yield Analysis:</b> Issues such as Build America Bonds where subsidy payments affect bond yield computations.                                | \$275                    |

| TASK                                                                                                                                            | FEEs  |
|-------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| <b>Commingled Funds Analysis:</b> Analysis to allocate commingled funds and liabilities.                                                        | \$275 |
| <b>General Ledger Data Entry:</b> Funds not held with trustee/bank and have extensive data entry.                                               | \$275 |
| <b>Earnings Calculations:</b> Computation to determine earnings on proceeds held in a commingled account.                                       | \$275 |
| <b>Transferred Proceeds Analysis/Allocation:</b> Refunding bonds analysis to allocation refunded bond proceeds between old and new bond issues. | \$275 |
| <b>Universal Cap Analysis:</b> Analyze fund balances and deallocate proceeds each bond year.                                                    | \$275 |
| <b>Excess Funds:</b> More than 5 funds requiring rebate analysis.                                                                               | \$275 |
| <b>Non-Bona Fide Debt Service Funds</b>                                                                                                         | \$150 |
| <b>IRS Audit Assistance/Support:</b> <i>per hour rate</i>                                                                                       | \$250 |

K&G Public Finance will invoice on a quarterly basis for Annual Administration and on a monthly or project completion basis for all other services. The quoted fees will be subject to an annual Consumer Price Index increase for the San Diego Area All Urban Consumer Price Index (All Items) beginning July 2018.

#### **B. Expenses**

In addition to fees for services, K&G Public Finance shall be reimbursed for direct expenses for: travel, photocopying, data sources, courier services, and overnight delivery at our cost (no mark-up).

#### **C. Additional Work**

If authorized by the City, K&G Public Finance will provide additional services not included in the above scopes of services at the hourly rates set forth in the table below unless otherwise agreed upon between the City and K&G Public Finance.

#### **D. Hourly Rates**

Below are our hourly rates that K&G Public Finance will provide for the City.

| TITLE                     | RATE  |
|---------------------------|-------|
| Principal                 | \$195 |
| Senior Associate          | \$135 |
| Associate                 | \$ 95 |
| Production/Administration | \$ 65 |

**CITY OF IMPERIAL  
PROFESSIONAL SERVICE AGREEMENT FOR CONSULTING SERVICES**

This PROFESSIONAL SERVICE AGREEMENT (PSA) FOR CONSULTING SERVICES ("AGREEMENT"), is made and effective as of June 15, 2016 between the CITY OF IMPERIAL ("AGENCY"), a municipal corporation and KOPPEL & GRUBER PUBLIC FINANCE ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

**I. TERM**

This AGREEMENT shall commence on June 15, 2016 and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2017 unless sooner terminated pursuant to the provisions of this AGREEMENT.

**II. SERVICES**

CONSULTANT shall perform the tasks described and set forth in Exhibit A and B, attached hereto and incorporated herein as though set forth in full. CONSULTANT shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A and B. To the extent that Exhibit A is a proposal from CONSULTANT, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this AGREEMENT unless specifically agreed to in writing.

**III. PERFORMANCE**

CONSULTANT shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of CONSULTANT hereunder in meeting its obligations under this AGREEMENT.

**IV. PAYMENT**

- A. The AGENCY agrees to pay CONSULTANT monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A and B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks.

- B. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Agency Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency Manager and CONSULTANT at the time AGENCY's written authorization is given to CONSULTANT for the performance of said services. The Agency Manager may approve additional work not to exceed ten percent (10%) of the amount of the AGREEMENT, but in no event shall such sum exceed ten-thousand dollars (\$10,000.00). Any additional work in excess of this amount shall be approved by the Governing Board.
- C. CONSULTANT will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the AGENCY disputes any of CONSULTANT's fees it shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this AGREEMENT shall be made within forty-five (45) days of receipt of an invoice therefore.

**V. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

- A. The AGENCY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, by serving upon the CONSULTANT at least fourteen (14) days prior written notice. Upon receipt of said notice, the CONSULTANT shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise. If the AGENCY suspends or terminates a portion of this AGREEMENT such suspension or termination shall not make void or invalidate the remainder of this AGREEMENT.
- B. In the event this AGREEMENT is terminated pursuant to this Section, the AGENCY shall pay to CONSULTANT the actual value of the work performed up to the time of termination, provided that the work performed is of value to the AGENCY. Upon termination of the AGREEMENT pursuant to this Section, the CONSULTANT will submit an invoice to the AGENCY pursuant to Section 4.

**VI. DEFAULT OF CONSULTANT**

- A. The CONSULTANT's failure to comply with the provisions of this AGREEMENT shall constitute a default. In the event that CONSULTANT is in default for cause under the terms of this AGREEMENT, AGENCY shall have no obligation or duty to continue compensating CONSULTANT

for any work performed after the date of default and can terminate this AGREEMENT immediately by written notice to the CONSULTANT. If such failure by the CONSULTANT to make progress in the performance of work hereunder arises out causes beyond the CONSULTANT's control, and without fault or negligence of the CONSULTANT, it shall not be considered a default.

- B. If the Agency Manager or his/her designee determines that the CONSULTANT is in default in the performance of any of the terms or conditions of this AGREEMENT, he/she shall cause to be served upon the CONSULTANT a written notice of the default. The CONSULTANT shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the CONSULTANT fails to cure its default within such period of time or fails to present the AGENCY with a written plan for the cure of the default, the AGENCY shall have the right, notwithstanding any other provision of this AGREEMENT, to terminate this AGREEMENT without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this AGREEMENT.

## **VII. OWNERSHIP OF DOCUMENTS**

- A. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by AGENCY that relate to the performance of services under this AGREEMENT. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to the representatives of AGENCY or its designees at reasonable times to such books and records; shall give AGENCY the right to examine and audit said books and records; shall permit AGENCY to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this AGREEMENT. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.
- B. Upon completion of, or in the event of termination or suspension of this AGREEMENT, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this AGREEMENT shall become the sole property of the AGENCY and may be used, reused, or otherwise disposed of by the AGENCY without the permission of the CONSULTANT. With respect to computer files, CONSULTANT shall make available to the AGENCY, at the CONSULTANT's office and upon reasonable written request by the

AGENCY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. CONSULTANT hereby grants to AGENCY all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by CONSULTANT in the course of providing the services under this AGREEMENT.

## **VIII. INDEMNIFICATION**

### **A. Indemnity for professional liability**

When the law establishes a professional standard of care for CONSULTANT'S Services, to the fullest extent permitted by law, CONSULTANT shall indemnify, protect, defend and hold harmless AGENCY and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by any negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or sub-consultants (or any agency or individual that CONSULTANT shall bear the legal liability thereof) in the performance of professional services under this AGREEMENT.

### **B. Indemnity for other than professional liability**

Other than in the performance of professional services and to the full extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless AGENCY, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this AGREEMENT by CONSULTANT or by any individual or AGENCY for which CONSULTANT is legally liable, including but not limited to officers, agents, employees or subcontractors of CONSULTANT.

### **C. Duty to defend**

In the event the AGENCY, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this AGREEMENT, and upon demand by AGENCY, CONSULTANT shall have an immediate duty to defend the AGENCY at CONSULTANT's cost



or at AGENCY's option, to reimburse AGENCY for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters. Payment by AGENCY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and AGENCY, as to whether liability arises from the sole negligence of the AGENCY or its officers, employees, or agents, CONSULTANT will be obligated to pay for AGENCY's defense until such time as a final judgment has been entered adjudicating the AGENCY as solely negligent. CONSULTANT will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

**IX. INSURANCE**

CONSULTANT shall maintain prior to the beginning of and for the duration of this AGREEMENT insurance coverage as specified in Exhibit C attached to and part of this AGREEMENT.

**X. INDEPENDENT CONSULTANT**

- A. CONSULTANT is and shall at all times remain as to the AGENCY a wholly independent consultant and/or independent contractor. The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither AGENCY nor any of its officers, employees, or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees, or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the AGENCY. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatever against AGENCY, or bind AGENCY in any manner.
- B. No employee benefits shall be available to CONSULTANT in connection with the performance of this AGREEMENT. Except for the fees paid to CONSULTANT as provided in the AGREEMENT, AGENCY shall not pay salaries, wages, or other compensation to CONSULTANT for performing services hereunder for AGENCY. AGENCY shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing services hereunder.

**XI. LEGAL RESPONSIBILITIES**

The CONSULTANT shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this AGREEMENT. The CONSULTANT shall at all times observe and comply with all such laws and



regulations. The AGENCY, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the CONSULTANT to comply with this Section.

**XII. UNDUE INFLUENCE**

CONSULTANT declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the AGENCY in connection with the award, terms or implementation of this AGREEMENT, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the AGENCY has or will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee or agent of CONSULTANT, in connection with the award of this AGREEMENT or any work to be conducted as a result of this AGREEMENT. Violation of this Section shall be a material breach of this AGREEMENT entitling the AGENCY to any and all remedies at law or in equity.

**XIII. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of AGENCY, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this AGREEMENT.

**XIV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

- A. All information gained by CONSULTANT in performance of this AGREEMENT shall be considered confidential and shall not be released by CONSULTANT without AGENCY's prior written authorization. CONSULTANT, its officers, employees, agents, or sub-consultants, shall not without written authorization from the Agency Manager or unless requested by the Agency Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this AGREEMENT or relating to any project or property located within the AGENCY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives AGENCY notice of such court order or subpoena.
- B. CONSULTANT shall promptly notify AGENCY should CONSULTANT, its officers, employees, agents, or sub-consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this AGREEMENT and the work performed there under or with respect to any project or property located within the AGENCY, unless the

AGENCY is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless CONSULTANT is prohibited by law from informing the AGENCY of such Discovery. AGENCY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless AGENCY is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to CONSULTANT in such proceeding, CONSULTANT agrees to cooperate fully with AGENCY and to provide the opportunity to review any response to discovery requests provided by CONSULTANT. However, AGENCY's right to review any such response does not imply or mean the right by AGENCY to control, direct, or rewrite said response.

**XV. NOTICES**

Any notices which either party may desire to give to the other party under this AGREEMENT must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To AGENCY: CITY OF IMPERIAL  
420 S IMPERIAL AVENUE  
IMPERIAL, CA 92251

To CONSULTANT: KOPPEL & GRUBER PUBLIC FINANCE  
334 VIA VERA CRUZ  
SUITE 256  
SAN MARCOS, CA 92078

**XVI. LICENSES**

At all times during the term of this AGREEMENT, CONSULTANT shall have in full force and effect, all licenses required of it by law for the performance of the services described in this AGREEMENT.

**XVII. GOVERNING LAW**

The AGENCY and CONSULTANT understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this AGREEMENT and also govern the interpretation of this Agreement. Any litigation concerning this AGREEMENT shall take place in the municipal, superior, or federal district court with jurisdiction over the AGENCY.

**XVIII. ENTIRE AGREEMENT**

This AGREEMENT contains the entire understanding between the parties relating to the obligations of the parties described in this AGREEMENT. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this AGREEMENT or with respect to the terms and conditions of this AGREEMENT, are merged into this AGREEMENT and shall be of no further force or effect. Each party is entering into this AGREEMENT based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

**XIX. CONTENTS OF PROPOSAL**

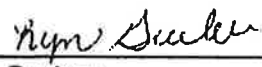
The CONSULTANT's proposal, Exhibit "A" and Exhibit "B" shall be for the scope of services to be provided only, and any other terms and conditions included in such proposal shall have no force and effect on this AGREEMENT or the relationship between CONSULTANT and/or AGENCY, unless expressly agreed to in writing.

**XX. AUTHORITY TO EXECUTE THIS AGREEMENT**

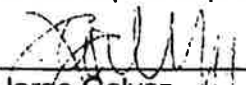
The person or persons executing this AGREEMENT on behalf of CONSULTANT warrants and represents that he/she has the authority to execute this AGREEMENT on behalf of the CONSULTANT and has the authority to bind CONSULTANT to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

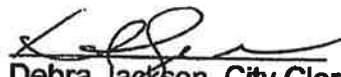
KOPPEL & GRUBER PUBLIC FINANCE  
Consultant

By:   
Lyn Gruber  
Principal

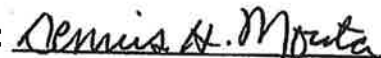
CITY OF IMPERIAL  
A Municipal Corporation

  
Jorge Galvan  
Interim City Manager

**ATTEST:**

  
Debra Jackson, City Clerk

**APPROVED AS TO FORM:**

By:   
Dennis Morita, City Attorney

|              |           |                                         |
|--------------|-----------|-----------------------------------------|
| Attachments: | Exhibit A | Consultant's Proposal                   |
|              | Exhibit B | Addendum 1- CFD and LLMD Administration |
|              | Exhibit C | Insurance Requirements                  |

## **EXHIBIT C**

### **INSURANCE REQUIREMENTS**

Without limiting CONSULTANT's indemnification of AGENCY, and prior to commencement of Work, CONSULTANT shall obtain, provide and maintain at its own expense during the term of this AGREEMENT, policies of insurance of the type and amounts described below and in a form satisfactory to AGENCY.

**General liability insurance.** CONSULTANT shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

**Automobile liability insurance.** CONSULTANT shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this AGREEMENT, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

**Professional liability (errors & omissions) insurance.** CONSULTANT shall maintain professional liability insurance that covers the Services to be performed in connection with this AGREEMENT, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this AGREEMENT and CONSULTANT agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this AGREEMENT.

**Workers' compensation insurance.** CONSULTANT shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

CONSULTANT shall submit to AGENCY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of AGENCY, its officers, agents, employees and volunteers.

**Umbrella or excess liability insurance.** CONSULTANT shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrence of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

#### **Other provisions or requirements**

**Proof of insurance.** CONSULTANT shall provide certificates of insurance to AGENCY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by Agency's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with AGENCY at all times during the term of this contract. AGENCY reserves the right to require complete, certified copies of all required insurance policies, at any time.

**Duration of coverage.** CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONSULTANT, his agents, representatives, employees or subconsultants.

**Primary/noncontributing.** Coverage provided by CONSULTANT shall be primary and any insurance or self-insurance procured or maintained by AGENCY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of AGENCY before the AGENCY's own insurance or self-insurance shall be called upon to protect it as a named insured.

**Agency's rights of enforcement.** In the event any policy of insurance required under this AGREEMENT does not comply with these specifications or is canceled and not replaced, AGENCY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by AGENCY will be promptly reimbursed by CONSULTANT or AGENCY will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, AGENCY may cancel this AGREEMENT.

**Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Agency's Risk Manager.

**Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against AGENCY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONSULTANT or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONSULTANT hereby waives its own right of recovery against AGENCY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

**Enforcement of contract provisions (non estoppel).** CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of the AGENCY to inform CONSULTANT of non-compliance with any requirement imposes no additional obligations on the AGENCY nor does it waive any rights hereunder.

**Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the AGENCY requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the AGENCY.

**Notice of cancellation.** Consultant agrees to oblige its insurance agent or broker and insurers to provide to AGENCY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

**Additional insured status.** General liability policies shall provide or be endorsed to provide that AGENCY and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

**Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to AGENCY and approved of in writing.

**Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.



**Pass through clause.** CONSULTANT agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONSULTANT, provide the same minimum insurance coverage and endorsements required of CONSULTANT. CONSULTANT agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONSULTANT agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to AGENCY for review.

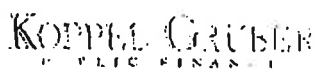
**Agency's right to revise specifications.** The AGENCY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONSULTANT ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the CONSULTANT, the AGENCY and CONSULTANT may renegotiate CONSULTANT's compensation.

**Self-insured retentions.** Any self-insured retentions must be declared to and approved by AGENCY. AGENCY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by AGENCY.

**Timely notice of claims.** CONSULTANT shall give AGENCY prompt and timely notice of claims made or suits instituted that arise out of or result from CONSULTANT's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

**Additional insurance.** CONSULTANT shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

## EXHIBIT A



May 23, 2016

*Via Email*

George Galvan  
Interim City Manager  
City of Imperial  
420 South Imperial Avenue  
Imperial, California 92251

**RE: PROPOSAL TO PROVIDE COMMUNITY FACILITIES DISTRICT BOND REFUNDING SERVICES**

Dear Mr. Galvan:

Thank you for including Koppel & Gruber Public Finance in your request for proposal process. We are pleased to present our letter proposal to provide Community Facilities District ("CFD") Bond Refunding Services for the City of Imperial ("City").

Lyn Gruber and Scott Koppel will act as co-project managers for the City. We will be the City's day-to-day contact and will be responsible for the accurate and timely delivery of work product, attendance and participation at team meetings.

It is our objective to provide you with high quality service during this transitional period leading to the successful refundings of the CFD bonds with as little impact to the City and the financing team as possible. We have worked on over 100 bond issuances for CFDs throughout the State and have the experience and time necessary to work on the City's CFD bond refundings in a timely manner.

Please feel free to contact me if you have any questions about our proposal or require additional background on our firm or experience. My telephone number is (760) 510-0290 office, (951) 704-4799 cell, or you may email Scott at [scott@kgpf.net](mailto:scott@kgpf.net) or me at [lyn@kgpf.net](mailto:lyn@kgpf.net).

Sincerely,

A handwritten signature in cursive script that reads "Lyn Gruber".

Lyn Gruber  
Principal

334 VIA VERA CRUZ, SUITE 256 • SAN MARCOS, CALIFORNIA • 92078  
760.510.0290 FAX 760.510.0288

## I. SCOPE OF SERVICES

As Special Tax Consultant, K&G Public Finance will perform the following scope of work in relation to the issuance of the Community Facilities District refunding bonds specifically related to CFD 2006-1, Improvement Area 1 and CFD 2006-2, Improvement Area 1.

### A. Bond Issuance Participation

1. Review and update tables created by current special tax consultant for the Preliminary Official Statement (POS) and Official Statement (OS). These tables typically include:
  - a. Effective tax rate table showing the projected tax rate on an average developed parcel in the CFD.
  - b. Projected special taxes levy based on development status at bond sale.
  - c. Historical Assessed Values.
  - d. Estimated value to lien range summaries.
  - e. Delinquency history.Create additional tables as may be necessary based on finance team discussions.
2. Review and comment on the Fiscal Agent Agreement/Trust Indenture, Preliminary Official Statements and Official Statements with respect to information included in the tables, additional bond issues, foreclosure covenants, disclosure agreements, flow of funds, arbitrage requirements, and escrowed proceeds (if applicable).
3. Review and sign the Special Tax Consultant Certificate certifying the maximum special tax rates are sufficient to meet debt service and coverage requirements in relation to the issuance of bonds.
4. Other tasks as required by the finance team.

## II. COMPENSATION

The following hourly rates will be applied for the services described in the Scope of Services.

| TITLE                     | RATE  |
|---------------------------|-------|
| Principal                 | \$195 |
| Senior Associate          | 135   |
| Associate                 | 95    |
| Production/Administration | 65    |

### Expenses

In addition to fees for services, K&G Public Finance shall be reimbursed for direct expenses, including travel, mileage, photocopying, data sources, courier services, overnight delivery, and long-distance telephone expenses. These expenses are billed at our cost; we *do not* charge an administrative fee or additional expense mark up.

### Billing Structure

During the project, K&G Public Finance shall submit invoices at the time of bond sale.

## EXHIBIT B

### ADDENDUM 1 - CFD AND LLMD ADMINISTRATION

#### I. COMMUNITY FACILITIES DISTRICT ("CFD") ADMINISTRATION SCOPE OF SERVICES

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##### A. Full Service Annual Administration Services

*K&G Public Finance proposes to provide the following scope of services relating to the full service Annual Administration of the City's CFD Nos. 2004-1 Victoria Ranch, 2004-2 Mayfield, 2004-3 Bratton DVLP, 2005-1 Springfield, 2006-1 Monterey Park and 2006-2 Savannah*

1. Attend meetings with respect to the ongoing administration of the CFDs. Develop effective channels of communication to facilitate the smooth administration of the CFDs.
2. Prepare a parcel database to be used in maintaining and calculating the annual tax requirements which includes County Secured Roll information such as land use, building square footage, assessed values and ownership data.
3. Track parcel and tract map information, parcel changes, and collect building permit data from the City for the accurate administration of the CFDs.
4. Simultaneously done with Step 2 and 3, parcels will be classified by land use classification as defined in the Rate and Method of Apportionment ("RMA") which includes Developed Property, Undeveloped Property and Exempt Property for Facilities and Services (in some cases) as well as assigned special tax rates as further defined in the RMA.
5. Work with the City to recover all costs associated with the ongoing administration of the CFDs, including, but not limited to, staff time, County costs, consultant fees, and legal fees. This is to facilitate the self-sufficiency of the CFDs and is allowed for by appropriate statutes and the RMA.
6. Determine the annual budget for the CFDs, typically called the Special Tax Requirement. This includes but is not limited to, maintenance needs, administrative costs identified in Step 5, and replenishment of reserves.
7. Place the appropriate charges on the County of Imperial Tax Roll in the required format and provide the City with a verification of the total amount placed on the tax roll. Research any exceptions (K&G Public Finance had 0 (zero) rejections for all County submittals in Fiscal Year 2015/2016) and resubmit if possible and/or mail direct billings for parcels not able to be placed on the County Tax Roll.
8. Answer property owner questions regarding the CFDs or special taxes placed on the tax roll. This helps to minimize City staff time spent on the CFDs. We also provide a toll-free phone number that is placed on the tax bill next to the special tax if desired.
9. Prepare an Annual Report for the CFDs including the annual budget, a list of valid assessor parcels, the calculated rates for each parcel based upon the RMA, describe development changes, and other pertinent information about the CFD. This provides the City a summary of the calculation of the annual special tax for easy access and reference.

10. Prepare the annual report required by the Local Agency Special Tax and Bond Accountability Act under Government Code 50075.3.
11. Prepare Resolutions needed to approve the Annual Levy (if necessary) and provide reports that may be helpful for presentation to the City Council.
12. Attend up to two (2) City Meetings to approve the annual or other CFDs related items as necessary.
13. Work with the City and their Finance team to determine an appropriate level of delinquency steps including sending various letters and assisting with the foreclosure process.
14. Prepare "Notice of Special Tax" as provided for in Government Code 53340.2(b) and 53341.5. A fee of \$15.00 may be charged to the requestor.
15. If requested by a person who resides in or owns property within the CFD, prepare an "Annual Report" as provided for in Government Code 53343.1. A fee for the cost of preparing the report may be charged by the City to the requesting party.
16. Provide parcel information and delinquency data to Urban Futures Inc. who prepares the City's continuing disclosure reports and acts as the dissemination agent.

## **II. LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT ADMINISTRATION SCOPE OF SERVICES**

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*K&G Public Finance proposes to provide the following scope of services relating to the annual administration of the City's Imperial Lighting District No. 1, Imperial Landscape District No. 1 and Imperial Landscape District No. 2 ("LLMDs")*

### **A. Update Parcel Databases**

1. Prepare and/or obtain the fiscal year 2016/2017 rate schedules for each of the LLMDs, as well as any proposed changes to the boundaries or apportionment methodology.
2. Obtain the most recent County Assessor's data for the parcels within the LLMDs boundaries. Update the parcel database with any changes reflected in the Assessor's records, as well as any changes indicated by the City.
3. Using the approved apportionment methodology, apply the approved rates for the fiscal year to the parcel database.

### **B. Submit Annual Assessment Roll**

1. Prepare an electronic version of the assessment roll in the format required by the County of Imperial Auditor Controller's Department and submit along with other County required forms.
2. Research any unapplied parcels, and coordinate with the City as needed to determine if any changes to the assessment are required based on changes in land use or other pertinent

factors. Submit corrections to the County of Imperial Auditor Controller's Department to be finalized by August 10th.

3. Prepare handbills for any parcels that are subject to the special charge that the County will not accept such as tax exempt parcels, if applicable.
4. Provide firm's name and our toll free phone number and answer property owner questions regarding the assessment placed on the tax roll. This helps to minimize staff time spent on the District.
5. After acceptance of the Assessment Roll for inclusion on the ensuing year's tax roll, provide the City with one electronic copy of the Final Assessment Roll as accepted by the County Auditor Controller's Department.

***K&G Public Finance will perform the following tasks beginning in Fiscal Year 2017/2018.***

**C. City Council Meetings**

1. Attend the two required City council meetings including the intent meeting and the Public Hearing typically in the May to June timeframe for the LLMDs.

**D. Prepare Annual Engineer's**

1. Work with the City to quantify all costs associated with the ongoing administration of the LLMDS, including, but not limited to, staff time, other City costs, consultant fees and legal fees. This is to facilitate the self-sufficiency of the District and is allowed for by appropriate statutes.
2. Work with City staff to determine an annual maintenance budget for landscaping, graffiti removal, lighting and administration, including but not limited to, costs to prepare the engineer's report, levy and collect the assessments.
3. Update the annual Engineer's Report pursuant to the requirements of the "Landscaping and Lighting Act of 1972" (California Streets and Highways Code Section 22565-22567) which will contain at least the following sections:
  - a. Plans and specifications for the improvements;
  - b. An estimate of the annual maintenance costs;
  - c. A diagram for the boundaries of the Landscaping and Lighting District;
  - d. An assessment of the estimated costs of the improvements to each assessor parcel and future consumer price index increases if applicable;
  - e. The special benefit methodology and general benefit discussion;
  - f. The method of spread methodology to each of the parcels within the District; and
  - g. Signed by the City's Engineering.
4. Prepare Resolutions for the two required council meetings, the Intent Meeting and the Public Hearing meeting, in order to approve the Annual Levy and place the assessments on the County tax roll.

DATE SUBMITTED 8/02/2019  
 SUBMITTED BY CITY MANAGER'S  
OFFICE  
 DATE ACTION REQUIRED 8/07/2019

COUNCIL ACTION (X)  
 PUBLIC HEARING REQUIRED ( )  
 RESOLUTION ( )  
 ORDINANCE 1<sup>ST</sup> READING ( )  
 ORDINANCE 2<sup>ND</sup> READING ( )  
 CITY CLERK'S INITIALS [Signature]

## IMPERIAL CITY COUNCIL AGENDA ITEM

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| SUBJECT: DISCUSSION/ACTION: REGARDING LETTER TO SUPPORT BALANCED ENERGY PLAN FOR CALIFORNIA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                 |
| DEPARTMENT INVOLVED:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                 |
| BACKGROUND/SUMMARY:<br>It is important that local government leaders acknowledge the importance of achieving the State's climate goals, while also letting the Governor know it is critical to maintain local control on a balanced approach. The letter outlines the following energy principles to guide balanced, effective solutions to reduce emissions: <ul style="list-style-type: none"> <li>Technology-neutral support for innovation in all forms of renewable energy</li> <li>Preserving choice, minimizing disruption and maintaining affordability for consumers</li> <li>Including local government to ensure the diverse needs of our communities are considered</li> <li>Protecting jobs and local economies as we transition to a clean energy future</li> </ul> Attached for Councils review and consideration you'll find a draft support letter to Governor Newsom. Should the City Council wish to support SoCalGas Company's efforts, the Mayor's name and signature will be added to the final document to be submitted. |                                                                                 |
| FISCAL IMPACT: None                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | FINANCE INITIALS <u>[Signature]</u>                                             |
| STAFF RECOMMENDATION: It is staff's recommendation for the City Council to review and consider supporting SoCalGas in an effort to maintain local control.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | DEPT. INITIALS <u>al</u>                                                        |
| MANAGER'S RECOMMENDATION:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | CITY MANAGER'S INITIALS <u>omo</u>                                              |
| MOTION:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                 |
| SECONDED:<br>AYES:<br>NAYES:<br>ABSENT:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | APPROVED ( )<br>DISAPPROVED ( )<br>REJECTED ( )<br>DEFERRED ( )<br>REFERRED TO: |



The Honorable Gavin Newsom  
Governor, State of California  
State Capitol, First Floor  
Sacramento, CA 95814

Dear Governor Newsom,

Thank you for your commitment to improving California's environment. We agree that California should lead in the fight against climate change. However, we are concerned about recent comments by some elected leaders and state regulators indicating a preference for a single solution to achieve California's carbon neutrality policies. The State of California is a leader in the fight against climate change, but we can only lead if others follow. As such our policies should continue to focus on traditional renewables with solar and wind but also include cost-effective emission reductions which include investments in renewable natural gas, hydrogen and other clean fuels.

California's climate goals are bold and reaching them will require unprecedented levels of collaboration. As you know, there is no silver bullet approach to achieving economy-wide carbon neutrality. Our cities are eager to help your administration reach for that aggressive goal, but we are concerned that additional mandates on new or existing housing may overburden already stretched homeowners and renters and make it even more difficult for cities to achieve the state's affordable housing goals.

We believe California should pursue a balanced, inclusive and technology-neutral approach to protecting the environment. Our state's environmental challenges and goals are as diverse as our cities and communities. That is why it is paramount that local governments be able to participate in developing and deploying viable, affordable solutions to climate change that every one of our communities can embrace.

As a former Mayor we are certain you will agree that climate change is one of many concerns facing residents in our cities. Increasing costs for housing and rising energy bills are also top concerns and we must be sure that we provide residents across our state with affordable energy options that can also help California meet its climate goals.

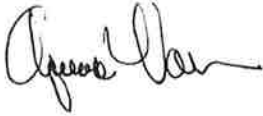
The energy that millions of families depend on to heat their homes and cook their food is a necessity, not a luxury and providing cost effective options is essential.

As local government leaders, we support the following principles to guide balanced, effective solutions to reduce emissions:

- Technology-neutral support for innovation in all forms of renewable energy
- Preserving choice, minimizing disruption and maintaining affordability for consumers
- Including local government to ensure the diverse needs of our communities are considered
- Protecting jobs and local economies as we transition to a clean energy future

We are excited to be a part of California's plan for an inclusive, clean energy future that meets the needs of our communities. We thank you for your leadership and believe your vision of a "California for All" includes clean, affordable energy for all.

Respectfully,



Acquanetta Warren  
Mayor, City of Fontana



Dave Shawver  
Mayor, City of Stanton



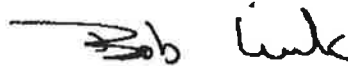
Margaret Clark  
Mayor, City of Rosemead



Patrick J. Furey  
Mayor, City of Torrance



Jorge Morales  
Mayor, City of South Gate



Bob Link  
Mayor, City of Visalia

CC: Ms. Rachel Wagoner, Deputy Legislative Secretary, Governor's Office  
The Honorable Michael Picker, President, California Public Utilities Commission  
The Honorable Martha Guzman Aceves, Commissioner, California Public Utilities Commission  
The Honorable Liane M. Randolph, Commissioner, California Public Utilities Commission  
The Honorable Clifford Rechtschaffen, Commissioner, California Public Utilities Commission  
The Honorable Genevieve Shiroma, Commissioner, California Public Utilities Commission  
Mr. Edward Randolph, Deputy Executive Director, California Public Utilities Commission  
Ms. Alice Stebbins, Director, Energy Division, California Public Utilities Commission