

REGULAR MEETING

SEPTEMBER 6, 2023



Imperial City Council

Katherine Burmworth- Mayor
Robert Amparano-Mayor Pro Tem
Ida Obeso-Martinez-Council Member
Stacy Mendoza- Council Member
James Tucker-Council Member

AGENDA

Regular Meeting of the Imperial City Council

City Council Chambers
220 West 9th Street
Imperial, CA 92251-1637

September 6, 2023

Closed Session at 06:00 pm

Open Session at 07:00 pm

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

1. You are encouraged to observe the City Council meetings via Livestream at the City of Imperial Facebook page.
2. All documents containing an executive summary and staff recommendation associated with open session action items are made available for public inspection on the City's website, www.cityofimperial.org seventy-two (72) hours prior to the posted meeting time. Government Code section 54957.5(b)(2)(B)

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the meeting, please contact (760) 355-4373. A notification of 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].

6:00 P.M. CLOSED SESSION

CALL TO ORDER:

PUBLIC COMMENT FOR CLOSED SESSION ITEMS ONLY: The City Council welcomes public input. Members of the public may address the City Council on Closed Session items by contacting the City Clerk's Office at 760-355-3334. Pursuant to State Law, the City Council may not discuss or take action on issues not on the meeting agenda (Government Code Section 54954.2). If you are compensated to communicate with City officials, you may be required to register and/or make certain disclosures as a lobbyist. Please see the City Clerk for additional information. There is a time limit of three (3) minutes for anyone wishing to address the City Council on these matters.

CONFERENCE WITH LEGAL COUNSEL: The City Council finds, based on advice from the City Attorney, that discussion in open session of the following described matter(s) will prejudice the position of the City in existing and anticipated litigation.

A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION – G.C § 54956.7 (b)(1)

Title of Position: City Manager

B. CONFERENCE WITH REAL PROPERTY NEGOTIATOR – G.C § 54956.8

Property Address: Old Post Office
(APN# 064-055-005)
Agency Negotiator: Dennis H. Morita, City Manager
Negotiating Parties: AT & T
Under Negotiation: Instructions to Negotiator Regarding Price & Terms

C. CONFERENCE WITH REAL PROPERTY NEGOTIATOR – G.C § 54956.8

Property Address: Vacant Parcel North of Belford Road & West of State Route
Highway 86 (SR-86)
(APN# 063-054-038)
Agency Negotiator: Dennis H. Morita, City Manager
Negotiating Parties: 5th Street Development Imperial, LLC
Under Negotiation: Instructions to Negotiator Regarding Price & Terms

D. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – G.C § 54956.9 (d)(2)

Number of Cases: (1)

CITY COUNCIL CONVENES TO REGULAR MEETING

7:00 P.M. REGULAR MEETING

CALL TO ORDER:

ROLL CALL:

PLEDGE OF ALLEGIANCE:

ADJUSTMENTS TO THE AGENDA: The City Council will discuss the order of the agenda, may amend the order, add urgency items, note abstentions or “no” votes on consent calendar items and request consent calendar items be removed from the consent calendar for discussion. The City Council may also remove items from the consent calendar prior to that portion of the agenda. For purposes of the official city record, the City Council may take care of these issues by entertaining a formal motion.

CITY ATTORNEY REPORT ON CLOSED SESSION ACTIONS:

PUBLIC COMMENT: There is a time limit of three (3) minutes for anyone wishing to address the City Council on these matters.

Matters not appearing on the agenda: If you wish to address the City Council concerning any item within the City Council’s jurisdiction, please raise your hand and be acknowledged by the Mayor. At that time, state your name and address for the record. The Mayor reserves the right to place a time limit of three (3) minutes on each person’s presentation. It is requested that longer presentations be submitted to the City Clerk’s Office in writing 48 hours before the meeting.

A. SPECIAL PRESENTATIONS:

- A-1.** Presentation by Alan Phillips, Chief Executive Officer, regarding the 45th District Agricultural Association Expansion to the California Mid-Winter.

B. CONSENT AGENDA:

All items appearing under “Consent Agenda” will be acted upon by the City Council with 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.

- B-1.** Approval of Claims and Warrants Report.
- B-2.** Approval of Special Meeting Minutes of March 1, 2023, Special Meeting Minutes of April 8, 2023, Regular City Council Meeting Minutes of August 16, 2023 and Regular City Council Meeting Minutes of August 25, 2023.
- B-3.** Continue Emergency Action as Declared by Resolution No. 2023-21 for Repairs to Aten Road & Highway 86 Intersection.
- B-4.** Continue Emergency Actions as Declared by Resolution No. 2023-51 for Manhole in Area of 13th Street and C Street.
- B-5.** Continue Emergency Actions as Declared by Resolution No. 2023-53 at Aten & Cross Lift Station.

C. ACTION ITEMS (DISCUSSION/ACTION- APPROVE-DISAPPROVE):

- C-1.** Approval of Contract with Imperial County Assessor for GIS Services.

Staff Report: Alejandro Estrada, Director of Information Services

Recommended Action: Staff recommends approval of contract

- C-2.** Monterrey Park Subdivision No. 2 Unit 3B – Vista Del Valle -Authorize Partial Reconveyance to Jupiter Ventures I, LP.

Staff Report: Othon Mora, Community Development Department

Recommended Action: Staff recommends authorization of partial reconveyance to Juniper Ventures I, LP for Lots, 7-1, 12-14, 342-355, & 394-504 Per FM 28/1-3.

- C-3.** Domestic Water Service to Properties Outside City Boundaries – 669 W. Murphy Road, Imperial, California.

Staff Report: Othon Mora, Community Development Department

Recommended Action: Approve and Adopt Resolution No. 2023-54, A Resolution of the City Council of the City of Imperial, California, Authorizing Domestic Water Service Connection to 669 W. Murphy Road.

C-4. Authorization to Seek Bids for the Library Flooring Improvement Project.

Staff Report: Denise Ulett, Interim Library Manager

Recommended Action: Approved as presented

D. REPORTS:

D-1. Department Reports

Supporting Documentation: Memorandum of Understanding between the City of Imperial and Teamsters Union 542.

D-2. City Manager Report

D-3. Mayor and Councilmember Reports

Report by Council Member Mendoza Regarding Appointment of Planning Commissioner.

ADJOURNMENT:

Adjournment of this Regular Meeting of the City Council Until the Next Regularly Scheduled Meeting to be held on Wednesday, September 20, 2023, at 7:00 p.m.

AFFIDAVIT OF POSTING

I, KRISTINA M. SHIELDS, City Clerk for the City of Imperial, California, DO HEREBY CERTIFY under penalty of perjury under the laws of the State of California, that the foregoing revised notice was posted at the City of Imperial City Hall bulletin board at 420 S. Imperial Avenue, Imperial, CA and on the City of Imperial's website not less than 72 hours prior to the meeting, per Government Code 54954.2.

Dated: September 1, 2023

A handwritten signature in black ink, appearing to read 'K. Shields', with a long horizontal flourish extending to the right.

KRISTINA M. SHIELDS
City Clerk

IV Fairgrounds Date Change Consideration

Background: The 45th District Agricultural Association (DAA), better known as the IV Fairgrounds, is an underfunded state agency. Currently the 45th DAA receives approximately \$36,000 annual allocation from the state. The remaining operational funds are earned through the fair, rentals, and other events. While 90-95 percent of our operational budget is earned as a private business, the spending of funds has to follow all guidelines of being a state agency. Because of this the dollars earned as a "private business" do not go as far as a true private business.

Proposal: Currently the California Mid-Winter Fair is held 10 consecutive days at the beginning of March. The proposal is to increase the duration of the fair by one more week, while being dark (closed) on Monday and Tuesday of both weeks. This would make the fair a 13 day fair over the course of 17 days.

Reasoning: There are a variety of reasons for this consideration which evolve around safety and financial elements.

Livestock: There are many factors regarding this change and the livestock schedule is a major component of it. Our current proposal from our livestock committee would be to keep all market/breeding animals on the same schedule we currently are. We would extract the primary exhibitors from the first two weeks and move them to the third week. This gives the primary exhibitors dedicated time to learn and grow in experienced exhibitors.

Current Daily Count:

Monday-Friday: 6
Saturday-Sunday: 4

Proposed Daily Count:

Monday-Friday: 7
Saturday-Sunday: 6

Mon	Tue	Wed	Thur	Fri	Sat	Sun
				Opening Day		
Closed	Closed			Auction	Auction	
Closed	Closed					Final Day



45th District Agricultural Association
200 East 2nd Street
Imperial, CA 92251
(760) 355-1181
ivfairgrounds.com





Recent Improvements



We have just completed a \$1.7 million electrical upgrade which includes all new transformers, poles & cable



We are currently in the process of replacing all lighting in the North parking lot to LED



We have just completed a repair/upgrade on the Casa de Manana flooring. This included removing and replacing a section of floor, grinding and sanding of entire floor, & crack repairs



The completed floor with epoxy coating. More upgrades are on the horizon with paint, wall coverings, and other improvements

Check Register Report

Agenda Item No. B-1

Date: 08/29/2023

Time: 1:38 pm

Page: 1

CITY OF IMPERIAL

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks								
112606	08/16/23	Printed			5666	360 BUSINESS PRODUCTS	OE-64329-1 74949	125.30
112607	08/16/23	Printed			1599	ACE UNIFORMS & ACCESSORIES	SD0135470 O. AYALA 71766	1,006.06
112608	08/16/23	Printed			5201	AIR MED CARE NETWORK	5882-08082023 74734	68.00
112609	08/16/23	Printed			023	AIRWAVE COMMUNICATIONS	446850 74929	130.00
112610	08/16/23	Printed			8238	ALEX LIMON	8917-0070/2315 HANNAH	61.94
112611	08/16/23	Printed			8095	ALL ACCESS SERVICES INC	115853-3 75247	3,200.00
112612	08/16/23	Printed			2357	ALL VALLEY FENCE AND MATERIALS	23-5426 75410	270.94
112615	08/16/23	Printed			5956	AMAZON CAPITAL SERVICES	1W1V-XDP1-FDLP 75285	6,275.26
112616	08/16/23	Printed			656	AQUA METRIC	INV0095898 75250	24,768.29
112617	08/16/23	Printed			6287	ARCHIVE SOCIAL	29173 75267	4,188.00
112618	08/16/23	Printed			1066	AT & T	20345876	599.17
112619	08/16/23	Printed			1851	AT&T LONG DISTANCE	338-371-6557 8/14/23	113.19
112620	08/16/23	Printed			8183	AUDRINA FLORES	TEEN MAKER 6/10-8/2/2023 75180	375.00
112621	08/16/23	Printed			5994	AUTOZONE INC.	4187516356 74942	50.60
112623	08/16/23	Printed			4400	BABCOCK LABORATORIES, INC.	CG31488-8203 75245	1,889.82
112624	08/16/23	Printed			6069	BAKER DISTRIBUTING COMPANY LLC	EA89204 75246	833.10
112625	08/16/23	Printed			7146	BEAR ELECTRICAL SOLUTIONS	19419 75242	1,360.00
112626	08/16/23	Printed			6370	BIG STATE INDUSTRIAL SUPPLY	1529523 75244	2,520.74
112632	08/16/23	Printed			7158	BLUETARP FINANCIAL, INC.	F96485/5 75408	7,253.88
112633	08/16/23	Printed			8049	BOB HALL AND ASSOCIATES	1187 74732	6,500.00
112634	08/16/23	Printed			674	BRENNTAG	BPI361709 75243	15,459.86
112635	08/16/23	Printed			8181	BRIZEYDA SANTOS	TEEN MAKER 6/10-8/2/2023 75176	375.00
112636	08/16/23	Printed			6752	CALGON CARBON CORPORATION	90165826 75241	96,508.00
112637	08/16/23	Printed			251	CALIFORNIA JPIA	ENVIR01228 74733	3,545.00
112638	08/16/23	Printed			455	CALIFORNIA STATE DISBURSEMENT	8/8/2023	991.37
112639	08/16/23	Printed			3029	CLAIREMONT EQUIPMENT	66630001 75371	123.36
112640	08/16/23	Printed			6222	CODE EXXPERS, LLC	2023-0031 75275	720.00
112641	08/16/23	Printed			7520	COMPADRES CONCRETE PUMPING	1719 75403	450.00
112642	08/16/23	Printed			1132	COMPUTERSHARE CORPORATE	IMPE2019RB 10/15/23 75332	885,067.11
112643	08/16/23	Printed			514	CORE & MAIN LP	S541213 75240	10,468.59
112644	08/16/23	Printed			6857	COUNTY MOTOR PARTS CO, INC	554991 75375	787.93
112645	08/16/23	Printed			3135	COUNTY OF SAN DIEGO, RCS	23IMPCPDN12 75405	2,194.50
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112647	08/16/23	Printed			1056	DELL MARKETING L.P.	10689215226 75268	777.06
112648	08/16/23	Printed			1573	DEPARTMENT OF JUSTICE	665177 74935	132.00
112649	08/16/23	Printed			6642	EDD	8/8/2023	50.00
112650	08/16/23	Printed			207	EL CENTRO MOTORS	5207457 74948	110.47
112651	08/16/23	Printed			8064	ENTERPRISE FLEET MANAGEMENT,	2729 75329	10,171.03
112652	08/16/23	Printed			8237	EUROFINS ENVIRONMENT TESTING	5700134002 75238	1,252.50
112653	08/16/23	Printed			314	FRANCHISE TAX BOARD	8/8/2023	416.73
112654	08/16/23	Printed			8182	GRACE LARA	TEEN MAKER 6/10-8/2/2023 75178	375.00
112655	08/16/23	Printed			4894	GRANITE DATA SOLUTIONS	IN87614-1 75265	90.00
112656	08/16/23	Printed			8224	HEALTH AND HUMAN RESOURCE	E0299471 SEP. 2023 74731	144.44
112657	08/16/23	Printed			2096	HOME DEPOT CREDIT SERVICES	1059 00011 07309 75287	432.49
112658	08/16/23	Printed			8180	ILLIANA ESTRADA	TEEN MAKER 6/10-8/2/2023 75177	375.00
112659	08/16/23	Printed			4271	IMPERIAL COUNTY HUMANE SOCIETY	JUNE 2023 75400	720.00

Check Register Report

Date: 08/29/2023

Time: 1:38 pm

Page: 2

CITY OF IMPERIAL

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks								
112660	08/16/23	Printed			1403	IMPERIAL COUNTY SHERIFF'S OFFI	11691 A. YEPIZ 74934	22.00
112661	08/16/23	Printed			1403	IMPERIAL COUNTY SHERIFF'S OFFI	11687 E. BUSTAMANTE 74934	22.00
112662	08/16/23	Printed			3205	IMPERIAL COUNTY SHERIFFS	06312023-1 DISPATCH Q2 74947	60,335.31
112663	08/16/23	Printed			2914	IMPERIAL COUNTY DEPT.	24-06 1ST QTR FY23/24 75330	2,584.09
112664	08/16/23	Printed			028	TRANSPORTATION IMPERIAL IRRIGATION	AUGUST 7, 2023	23,981.60
112665	08/16/23	Printed			4264	DISTRICT IMPERIAL IRRIGATION	3139598 8/14/23	7,368.00
112666	08/16/23	Printed			102	DISTRICT IMPERIAL POLICE OFFICERS	8/8/2023	925.00
112667	08/16/23	Printed			221	ASSN. IMPERIAL PRINTERS	23-2353 74794	978.81
112668	08/16/23	Printed			3187	IMPERIAL TRUSS & LUMBER CO.	B61634 75378	671.12
112669	08/16/23	Printed			7119	JEREMY SCHAFER	REIMBURSEMENT-GLASSES 75409	117.45
112670	08/16/23	Printed			8178	JETT DAVIS	TEEN MAKER 6/10-8/2/2023 75169	375.00
112671	08/16/23	Printed			868	K-C WELDING & RENTALS, INC.	182915 75376	832.85
112672	08/16/23	Printed			8184	KAILANNI CECENA	TEEN MAKER 6/10-8/2/2023 75181	375.00
112673	08/16/23	Printed			3946	KOSMONT CO.	2302.4-006 74669	504.40
112674	08/16/23	Printed			1647	LA BRUCHERIE IRRIGATION	267778C 75374	320.34
112675	08/16/23	Printed			1996	SUPPLY LEE TIRE CO.	390491 74941	298.92
112676	08/16/23	Printed			101	LINCOLN LIFE	8/8/2023	767.00
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112678	08/16/23	Printed			1190	MISSIONSQUARE - 304257	8/8/2023	400.00
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112680	08/16/23	Printed			2739	MANAGEMENT MONICA REYES	TRAVEL REIMBURSEMENT 75198	108.90
112681	08/16/23	Printed			7992	MUNITEMPS	130253 75336	39,623.75
112682	08/16/23	Printed			2295	NEW BORDER TACTICAL, INC	A200111 74939	43.03
112683	08/16/23	Printed			2295	NEW BORDER TACTICAL, INC	A200019 E. BUSTAMANTE 74940	754.94
112684	08/16/23	Printed			3080	NOBEL SYSTEMS, INC.	15694 75288	3,527.76
112685	08/16/23	Printed			4481	O'REILLY	2687-415031 74938	207.19
112686	08/16/23	Printed			896	POLICE AND FIRE PSYCHOLOGY	01082023 74936	1,400.00
112687	08/16/23	Printed			4262	PYRAMID BUILDING & ENGINEERING	29-22-2 6/26 -7/31/23 75139	546,626.31
112688	08/16/23	Printed			8235	RAY ROSEN	9827-0001/485 CORRAL	4.18
112689	08/16/23	Printed			8236	RICARDO TORRES	9925-0249/675 LAS DUNAS	91.46
112690	08/16/23	Printed			3975	SEAL MASTER OF SOUTHERN	74289 75230	93,793.14
112691	08/16/23	Printed			979	SELLERS PETROLEUM	CL32718	16,379.58
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112693	08/16/23	Printed			8234	SM PHOTOGRAPHY	1025 75372	550.00
112694	08/16/23	Printed			091	STAPLES CREDIT PLAN	9384 75279	173.17
112695	08/16/23	Printed			7623	STERICYCLE, INC.	8004445193 JULY 2023 75334	91.68
112703	08/16/23	Printed			5837	U.S. BANK	MOVIE 6/27/23 75318	31,063.90
112704	08/16/23	Printed			6883	ULINE	166271367 74932	551.23
112705	08/16/23	Printed			2008	UNITED PARCEL SERVICE	Y00924313 8/10/23	23.33
112706	08/16/23	Printed			944	UNITED WAY OF IMPERIAL COUNTY	8/8/2023	6.00
112707	08/16/23	Printed			8031	UNWIND & DESIGN CREATIVE	0000171 75175	120.00
112708	08/16/23	Printed			611	VERIZON WIRELESS	9940277918	4,975.37
112709	08/16/23	Printed			8217	VICTOR FIERRO	S & S FUELS 75138	50.00
112710	08/16/23	Printed			8185	WAHHAJ NASIR	TEEN MAKER 6/10-8/2/2023 75182	375.00
112711	08/16/23	Printed			8179	WYNONA RAGLAND	TEEN MAKER 6/10-8/2/2023 75167	375.00

Total Checks: 91

Checks Total (excluding void checks):

1,947,144.96

Check Register Report

Date: 08/29/2023

Time: 1:38 pm

Page: 3

CITY OF IMPERIAL

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
Total Payments: 91							Bank Total (excluding void checks):	1,947,144.96
Total Payments: 91							Grand Total (excluding void checks):	1,947,144.96



City Council Members

Katherine Burnworth- Mayor
Robert Amparano-Mayor Pro Tem
Ida Obeso-Martinez-Council Member
Stacy Mendoza- Council Member
James Tucker-Council Member

MINUTES
Special Meeting of the Imperial City Council
To Run Concurrent with Regular Meeting
March 1, 2023
Imperial City Council Chambers
220 W 9th Street, Imperial, CA 92251
Closed Session: 5:30 PM
Open Session: 7:00 PM

A-1 City Council Convenes to Closed Session at 5:30 PM.

A-1. Conference with Legal Counsel – Anticipated Litigation

Significant exposure to litigation pursuant to § 54956.9(b): Three (3) Potential Case

A-2. A-1. Conference with Real Property Negotiators (§ 54956.8)

Property: APN 064-230-015000 (located at 450 W. Aten Road)

Agency Negotiator: City Manager

Negotiating Parties: County of Imperial

Under Negotiation: Instructions to Agency Negotiator Regarding Lease, Price and Terms

B. City Council Convenes to Open Session at 7:00 PM.

Announcement of Action Taken in Closed Session

C. Public Appearances

C.1 - Matters appearing on the agenda. If you wish to address the Committee 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.

There were no public appearances.

D. Action Items: (Discussion/Action– Approve-Disapprove)

D-1. Subject: Resolution of the Imperial City Council Regarding Executive – Management Positions

1. Adoption of Resolution No. 2023-09 of the Imperial City Council Establishing Executive Positions as “At-Will” for the City of Imperial.

Alexis Brown, Assistant City Manager presented the staff report and answered questions from the City Council.

City Council Member Mendoza asked if in addition to department directors, were there any other positions impacted.

Assistant City Manager Brown articulated that her position was impacted as well as all executive members of the team.

Council Member Obeso-Martinez Moved to Approve Resolution No. 2023-09, A Resolution of the City Council of the City of Imperial, California, Approving Executive Management Positions. **Motion Seconded by Council Member Tucker.**

AYES: Mendoza, Obeso-Martinez, Tucker, and Mayor Burnworth

NOES: NONE

ABSTAIN: NONE

ABSENT: Mayor Pro Tem Amparano

MOTION CARRIES: 4-1

E. Adjournment

E-1. Adjournment of the Special Meeting of the Imperial City Council.

Seeing no further business before the Council, Mayor Burnworth Adjourned the Meeting to the Next Regularly Scheduled City Council Meeting to be held on Wednesday, July 19, 2023, at 7:00 p.m.

Mayor Burnworth Adjourned the Regular Meeting of the City Council at **6:50 p.m.**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Imperial, California, this _____ day of September, 2023.

Kristina M. Shields,
City Clerk



Imperial City Council

*Katherine Burnworth- Mayor
Robert Amparano-Mayor Pro Tem
Ida Obeso-Martinez-Council Member
Stacy Mendoza- Council Member
James Tucker-Council Member*

MINUTES

Special Meeting of the Imperial City Council

Emergency Operations & Training Center
400 S. Imperial Avenue, Suite B
Imperial, CA 92251-1637

April 8, 2023

Open Session at 9:00 AM

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the meeting, please contact (760) 355-4373. A notification of 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 09:00 AM

Call to Order: Mayor Burnworth Called the Meeting to Order at 9:00 a.m.

Roll Call: Council Members Mendoza, Obeso-Martinez, Tucker, Amparano & Mayor Burnworth

B. Public Appearances

There were no public appearances

B-1. Matters appearing on the agenda. If you wish to address the Committee 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. Action Items: (Discussion/Action – Approve/Disapprove)

C-1. Strategic Planning Session of the Imperial City Council

The Mayor and Council participated in a strategic planning session. There were no reportable actions.

D. Adjournment

D-1. Adjournment of Special Meeting of the Imperial City Council.

Seeing no further business before the Council, Mayor Burnworth Adjourned the Meeting to the Next Regularly Scheduled City Council Meeting to be held on Wednesday, April 15, 2023, at 7:00 p.m.

Mayor Burnworth Adjourned the Regular Meeting of the City Council at **12:00 p.m.**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Imperial, California, this _____ day of September, 2023.

Kristina M. Shields,
City Clerk



Imperial City Council

Katherine Burnworth- Mayor
Robert Amparano-Mayor Pro Tem
Ida Obeso-Martinez-Council Member
Stacy Mendoza- Council Member
James Tucker-Council Member

MINUTES

Regular Meeting of the Imperial City Council

City Council Chambers
220 West 9th Street
Imperial, CA 92251-1637

August 16, 2023

Closed Session at 06:30 pm

Open Session at 07:00 pm

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6:30 P.M. CLOSED SESSION

CALL TO ORDER:

PUBLIC COMMENT FOR CLOSED SESSION ITEMS ONLY: The City Council welcomes public input. Members of the public may address the City Council on Closed Session items by contacting the City Clerk's Office at 760-355-3334. Pursuant to State Law, the City Council may not discuss or take action on issues not on the meeting agenda (Government Code Section 54954.2). If you are compensated to communicate with City officials, you may be required to register and/or make certain disclosures as a lobbyist. Please see the City Clerk for additional information. There is a time limit of three (3) minutes for anyone wishing to address the City Council on these matters.

CONFERENCE WITH LEGAL COUNSEL: The City Council finds, based on advice from the City Attorney, that discussion in open session of the following described matter(s) will prejudice the position of the City in existing and anticipated litigation.

A. CONFERENCE WITH LABOR NEGOTIATIONS – G.C § 54957.6

Agency Designated Representatives: Dennis Morita, City Manager
Kristen Smith, Human Resources Manager

Employee Organizations: Teamsters Local Union #542

CITY COUNCIL CONVENES TO REGULAR MEETING

7:00 P.M. REGULAR MEETING

CALL TO ORDER: Mayor Burnworth Called the Meeting to Order at 7:12 p.m.

ROLL CALL: Council Members Mendoza, Obeso-Martinez, Tucker & Mayor Burnworth.

Absent: Mayor Pro Tem Amparano.

PLEDGE OF ALLEGIANCE: The Pledge was led by Dennis H. Morita.

ADJUSTMENTS TO THE AGENDA: The City Council will discuss the order of the agenda, may amend the order, add urgency items, note abstentions or “no” votes on consent calendar items and request consent calendar items be removed from the consent calendar for discussion. The City Council may also remove items from the consent calendar prior to that portion of the agenda. For purposes of the official city record, the City Council may take care of these issues by entertaining a formal motion.

City Manager Dennis Morita stated no adjustments.

CITY ATTORNEY REPORT ON CLOSED SESSION ACTIONS:

PUBLIC COMMENT: There is a time limit of three (3) minutes for anyone wishing to address the City Council on these matters.

Matters not appearing on the agenda: If you wish to address the City Council concerning any item within the City Council’s jurisdiction, please raise your hand and be acknowledged by the Mayor. At that time, state your name and address for the record. The Mayor reserves the right to place a time limit of three (3) minutes on each person’s presentation. It is requested that longer presentations be submitted to the City Clerk’s Office in writing 48 hours before the meeting.

A. SPECIAL PRESENTATIONS:

A-1. Introduction of (2) new Police Officers – Andrea Chiriboga and Emily Bustamante

Michael Crankshaw, Imperial Police Chief Introduced two new Police Officers.

A-2. LaBrucherie Widening Project - Presentation by Carla Banales and Jesus Villegas, Community Development Department.

Carla Banales, Community Development Department Presented a Slideshow showing the Start and Finished process of the LaBrucherie Widening Project.

B. CONSENT AGENDA:

All items appearing under “Consent Agenda” will be acted upon by the City Council with 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.

- B-1.** Approval of Claims and Warrants Report.
- B-2.** Approval of City Council Meeting Minutes of July 19, 2023 and August 2, 2023.
- B-3.** Discuss, Approve/Disapprove continuation of Emergency at Aten Road & HWY 86 Intersection.
- B-4.** Discuss, Approve/Disapprove Acceptance of Engineering Services for Aten Tank Coating Repairs and Ventilation/Mixing System Design & Bid Support.
- B-5.** Discuss, Approve/Disapprove Continuance or Emergency of Manhole in Area 13th & C Street.
- B-6.** Authorization to Reject Claim CW File Number 3049468 LSV as Recommended by Carl Warren & Company.
- B-7.** Discuss, Approve/Disapprove the Purchase of Budgeted Maintenance Parts: Lift Station Eradicator.
- B-8.** 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 \$18,403.00.
- B-9.** Approval of Intergovernmental Agreement with the City of Calipatria for Sharing of Cybersecurity Resources.

Council Member Mendoza Moved to Approve Consent Agenda. Motion Seconded by Council Member Obeso-Martinez.

AYES: Mendoza, Obeso-Martinez, Tucker, and Mayor Burnworth
NOES: NONE
ABSTAIN: NONE
ABSENT: Mayor Pro Tem Amparano

MOTION CARRIES: 4-0-1

C. ACTION ITEMS (DISCUSSION/ACTION- APPROVE-DISAPPROVE):

- C-1.** Approval of Agreement Between the City of Imperial and Citizenserve for Business License Services for the Term of One (1) Year in the Annual Amount of \$22,950.00.

Staff Report: Alejandro Estrada, Director of Information Technology

Recommended Action: Staff Recommends Approval of Disbursement of Funds for the New Business License Application.

Director of Information Technology, Alejandro Estrada presented the staff report and answered questions form Council.

Council Member Obeso-Martinez Moved to Approve the Agreement Between the City of Imperial and Citizenserve for Business License Services. **Motion Seconded by Council Member Mendoza.**

AYES: Mendoza, Obeso-Martinez, Tucker, and Mayor Burnworth

NOES: NONE

ABSTAIN: NONE

ABSENT: Mayor Pro Tem Amparano

MOTION CARRIES: 4-0-1

- C-2.** Discuss, Approve/Disapprove the Purchase of Budgeted Equipment: ThermoPlastic Trailer.

Staff Report: Jackie Loper, Public Services Director

Recommended Action: Staff Recommends Approval of Purchase.

Public Services Director, Jackie Loper presented the staff report and answered questions form Council.

Council Member Tucker Moved to Approve the Purchase of Budgeted Equipment: ThermoPlastic. **Motion Seconded by Council Member Mendoza.**

AYES: Mendoza, Obeso-Martinez, Tucker, and Mayor Burnworth

NOES: NONE

ABSTAIN: NONE

ABSENT: Mayor Pro Tem Amparano

MOTION CARRIES: 4-0-1

- C-3.** Discuss, Approve/Disapprove the Purchase of Budgeted Equipment: Salsco Mini-Asphalt Paver.

Staff Report: Jackie Loper, Public Services Director

Recommended Action: Staff Recommends Approval of Purchase.

Public Services Director, Jackie Loper presented the staff report and answered questions form Council.

Council Member Tucker Moved to Approve the Purchase of Budgeted Equipment: Salsco Mini-Asphalt Paver. **Motion Seconded by Council Member Obeso-Martinez.**

AYES: Mendoza, Obeso-Martinez, Tucker, and Mayor Burnworth
NOES: NONE
ABSTAIN: NONE
ABSENT: Mayor Pro Tem Amparano

MOTION CARRIES: 4-0-1

- C-4.** Approval of Renewed Memorandum of Understanding (MOU) between Imperial County Sheriff's Office (ICSO) and Imperial Police Department.

Staff Report: Interim Police Chief, Michael Crankshaw

Recommended Action: Staff Recommends Approval of Memorandum of Understanding (MOU).

Police Chief, Michael Crankshaw presented the staff report and answered questions form Council.

Council Member Tucker Moved to Approve the MOU between Imperial County Sheriff's Office and Imperial Police Department. **Motion Seconded by Council Member Mendoza.**

AYES: Mendoza, Obeso-Martinez, Tucker, and Mayor Burnworth
NOES: NONE
ABSTAIN: NONE
ABSENT: Mayor Pro Tem Amparano

MOTION CARRIES: 4-0-1

- C-5.** Approval of New Memorandum of Understanding between Police Safety Cadet Program and Imperial Police Department.

Staff Report: Interim Police Chief, Michael Crankshaw

Recommended Action: Staff Recommends Approval of Memorandum of Understanding (MOU).

Police Chief, Michael Crankshaw presented the staff report and answered questions form Council.

Council Member Obeso-Martinez Moved to Approve the MOU between Police Safety Cadet Program and Imperial Police Department. **Motion Seconded by Council Member Tucker.**

AYES: Mendoza, Obeso-Martinez, Tucker, and Mayor Burnworth
NOES: NONE

ABSTAIN: NONE
ABSENT: Mayor Pro Tem Amparano

MOTION CARRIES: 4-0-1

- C-6.** Monterrey Park Subdivision No. 2 Unit 3B – Vista Del Valle, Authorize Partial Reconveyance to Jupiter Ventures I, LP.

Staff Report: Othon Mora, Community Development Director

Recommended Action: Staff Recommends Authorization of Partial Reconveyance to Jupiter Ventures I, LP.

Community Development Director, Othon Mora presented the staff report and answered questions form Council.

Council Member Tucker Moved to Approve Authorization of Partial Reconveyance to Jupiter Ventures I, LP. **Motion Seconded by Council Member Mendoza.**

AYES: Mendoza, Obeso-Martinez, Tucker, and Mayor Burnworth
NOES: NONE
ABSTAIN: NONE
ABSENT: Mayor Pro Tem Amparano

MOTION CARRIES: 4-0-1

- C-7.** Monterrey Park Subdivision No. 2 Unit 4B – Authorize Substitution of Trustee and Full Reconveyance to Jupiter Ventures I, LP.

Staff Report: Othon Mora, Community Development Director

Recommended Action (1): Staff Recommends Approval and Acceptance of off-site Street Improvement of Monterrey Park Subdivision No. 2 – Unit 4B.

Recommended Action (2): Staff Recommends Authorization of the Substitution of Trustee and Full Reconveyance to Jupiter Ventures I, LP.

Community Development Director, Othon Mora presented the staff report and answered questions form Council.

Council Member Obeso-Martinez Moved to Approve Authorization of the Substitution of Trustee and Full Reconveyance to Jupiter Ventures I, LP. **Motion Seconded by Council Member Tucker.**

AYES: Mendoza, Obeso-Martinez, Tucker, and Mayor Burnworth
NOES: NONE
ABSTAIN: NONE
ABSENT: Mayor Pro Tem Amparano

MOTION CARRIES: 4-0-1

C-8. LaBrucherie Widening Project from Aten Boulevard to Treshill Road, Bid No. 2022-04.

Staff Report: Othon Mora, Community Development Director

Recommended Action (1): Staff Recommends Acceptance of Work Completed

Recommended Action (2): Staff Recommends to Authorize the City Clerk to File Notice of Completion in the Imperial County Clerk/Recorder's Office.

Community Development Director, Othon Mora presented the staff report and answered questions from Council.

Council Member Mendoza Moved to Approve the Acceptance of Work Completed and Authorize the City Clerk to File Notice of Completion in the Imperial County Clerk/Recorder's Office. **Motion Seconded by Council Member Obeso-Martinez.**

AYES: Mendoza, Obeso-Martinez and Mayor Burnworth

NOES: NONE

ABSTAIN: Tucker

ABSENT: Mayor Pro Tem Amparano

MOTION CARRIES: 3-1-1

D. REPORTS:

D-1. Department Reports

D-2. City Manager Report

D-3. Mayor and Councilmember Reports

ADJOURNMENT:

Seeing no further business before the Council, Mayor Burnworth Adjournment the Meeting to the next Regular Scheduled City Council Meeting to be held on Wednesday, August 16, 2023, at 7:00 p.m.

Mayor Burnworth Adjourned the Regular Meeting of the City Council at **7:53 p.m.**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Imperial, California, this _____ day of September, 2023.

KRISTINA M. SHIELDS
City Clerk
City of Imperial

AFFIDAVIT OF POSTING

I, KRISTINA M. SHIELDS, City Clerk for the City of Imperial, California, DO HEREBY CERTIFY under penalty of perjury under the laws of the State of California, that the foregoing revised notice was posted at the City of Imperial City Hall bulletin board at 420 S. Imperial Avenue, Imperial, CA and on the City of Imperial's website not less than 72 hours prior to the meeting, per Government Code 54954.2.

Dated: August 11, 2023

KRISTINA M. SHIELDS
City Clerk



Imperial City Council

Katherine Burnworth- Mayor
Robert Amparano-Mayor Pro Tem
Ida Obeso-Martinez-Council Member
Stacy Mendoza- Council Member
James Tucker-Council Member

MINUTES

Special Meeting of the Imperial City Council

City Council Chambers
220 West 9th Street
Imperial, CA 92251-1637

August 25, 2023

Open Session at 5:30 p.m.

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

1. You are encouraged to observe the City Council meetings via Livestream at the City of Imperial Facebook page.
2. All documents containing an executive summary and staff recommendation associated with open session action items are made available for public inspection on the City's website, www.cityofimperial.org seventy-two (72) hours prior to the posted meeting time. Government Code section 54957.5(b)(2)(B)

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the meeting, please contact (760) 355-4373. A notification of 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].

5:30 P.M. SPECIAL MEETING

CALL TO ORDER: Mayor Burnworth Called the Meeting to Order at 6:16 p.m.

ROLL CALL: Council Members Mendoza, Tucker & Mayor Burnworth.

Absent: Council Member Obeso-Martinez & Mayor Pro Tem Amparano.

PLEDGE OF ALLEGIANCE: The Pledge was led by Mayor Burnworth.

ADJUSTMENTS TO THE AGENDA: The City Council will discuss the order of the agenda, may amend the order, add urgency items, note abstentions or "no" votes on consent calendar items and request consent calendar items be removed from the consent calendar for discussion. The City Council may also remove items from the consent calendar prior to that portion of the agenda. For purposes of the official city record, the City Council may take care of these issues by entertaining a formal motion.

PUBLIC COMMENT: There is a time limit of three (3) minutes for anyone wishing to address the City Council on these matters.

Matters not appearing on the agenda: If you wish to address the City Council concerning any item within the City Council's jurisdiction, please raise your hand and be acknowledged by the Mayor. At that time, state your name and address for the record. The Mayor reserves the right to place a time limit of three (3) minutes on each person's presentation. It is requested that longer presentations be submitted to the City Clerk's Office in writing 48 hours before the meeting.

A. ACTION ITEMS (DISCUSSION/ACTION- APPROVE-DISAPPROVE):

- A-1.** Proclamation of Local Emergency by the City Council of the City of Imperial Related to Hurricane Hilary.

Staff Report: Michael Crankshaw, Interim Chief of Police

Recommended Action: Staff Recommends Approval of Resolution No. 2023-52, A Resolution of the City Council of the City of Imperial, California Proclaiming a Local Emergency in the City of Imperial Related to Hurricane Hilary.

City Manager, Dennis Morita presented the staff report and answered questions from Council.

Council Member Mendoza Moved to Approve Resolution No. 2023-52, Declaring a Local Emergency in the City of Imperial Related to Hurricane Hilary. **Motion Seconded by Council Member Tucker.**

AYES: Mendoza, Tucker, Burnworth
NOES: NONE
ABSTAIN: NONE
ABSENT: Obeso-Martinez, Amparano

MOTION CARRIES: 3-0

- A-2.** Authorize Mayor to Issue Letters Opposing Adoption of AB 1484 and AB 504.

Staff Report: Dennis H. Morita City Manager

Recommended Action: Authorize Mayor to Issue Letters Opposing AB 1484 and AB 504.

City Manager, Dennis Morita presented the staff report and answered questions from Council regarding these two legislative bills.

Council Member Tucker Moved to Authorize the Mayor to Issue Letters Opposing AB 1484 & AB 504. **Motion Seconded by Council Member Mendoza.**

AYES: Mendoza, Tucker, Burnworth
NOES: NONE
ABSTAIN: NONE
ABSENT: Obeso-Martinez, Amparano

MOTION CARRIES: 3-0

- A-3.** Approval of Resolution No. 2023-53, Declaring an Emergency Action at Aten & Cross Lift Station.

Staff Report: Jackie Loper, Public Services Director

Recommended Action: Staff Recommends that the Council Declares Emergency and Ratifies Action Already Taken and Approve Resolution.

City Manager, Dennis Morita presented the staff report and answered questions from Council regarding the need to declare an emergency at Aten & Cross Lift Station.

Council Member Mendoza Moved to Adopt and Approve Resolution No. 2023-53, Declaring an Emergency Action at Aten & Cross Lift Station. **Motion Seconded by Council Member Tucker.**

AYES: Mendoza, Tucker, Burnworth

NOES: NONE

ABSTAIN: NONE

ABSENT: Obeso-Martinez, Amparano

MOTION CARRIES: 3-0

ADJOURNMENT:

Seeing no further business before the Council, Mayor Burnworth Adjourned the Meeting to the next Regular Scheduled City Council Meeting to be held on Wednesday, September 6, 2023, at 7:00 p.m.

Mayor Burnworth Adjourned the Regular Meeting of the City Council at **6:25 p.m.**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Imperial, California, this _____ day of September, 2023.

KRISTINA M. SHIELDS
City Clerk
City of Imperial

DATE SUBMITTED 08/30/23
 SUBMITTED BY Public Services
 DATE ACTION REQUIRED 09/16/23

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: Continue Emergency at 1. Discuss. Approve/Disapprove continuation of Emergency at Aten Rd & HWY 86 Intersection Aten Rd & HWY 86 Intersection													
DEPARTMENT INVOLVED: Public Services													
BACKGROUND/SUMMARY: On June 1st, 2023 around 6:40 A.M., a Signal Pole on the Northwest corner of Aten Rd & Hwy 86 was knocked down by a Commercial Truck. The pole and supporting equipment were damaged beyond repair causing the intersection to be placed on red-flash, causing traffic back up and potential safety hazards to life & property. City manager has authorized purchase of a mobile signal that is hoped to provide temporary service by the end of the week. The City is working diligently to repair and restore control of intersection.													
FISCAL IMPACT: \$32K to date. Expected shipment date & new equipment is 4-6 months	FINANCE INITIALS DP												
STAFF RECOMMENDATION: Approve Continuance	DEPT. INITIALS JB												
MANAGER'S RECOMMENDATION: Approve	CITY MANAGER'S INITIALS JDM												
MOTION:													
<table style="width: 100%;"> <tr> <td style="width: 33%;"> SECONDED: </td> <td style="width: 33%;"> APPROVED () </td> <td style="width: 33%;"> REJECTED () </td> </tr> <tr> <td> AYES: </td> <td> DISAPPROVED () </td> <td> DEFERRED () </td> </tr> <tr> <td> NAYES: </td> <td colspan="2"></td> </tr> <tr> <td> ABSENT: </td> <td colspan="2"> REFERRED TO: </td> </tr> </table>		SECONDED:	APPROVED ()	REJECTED ()	AYES:	DISAPPROVED ()	DEFERRED ()	NAYES:			ABSENT:	REFERRED TO:	
SECONDED:	APPROVED ()	REJECTED ()											
AYES:	DISAPPROVED ()	DEFERRED ()											
NAYES:													
ABSENT:	REFERRED TO:												

DATE SUBMITTED June 9, 2023
 SUBMITTED BY Public Services
 DATE ACTION REQUIRED June 12, 2023

COUNCIL ACTION ☒
 PUBLIC HEARING REQUIRED ☐
 RESOLUTION ☐
 ORDINANCE 1ST READING ☐
 ORDINANCE 2ND READING ☐
 CITY CLERK'S INITIALS ☐

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: Declare Emergency at Aten Rd & HWY 86 Intersection	DISCUSSION/ACTION: 1. Discuss, Approve/Disapprove declaration of Emergency at Aten Rd & HWY 86 Intersection
DEPARTMENT INVOLVED: <u>Public Services</u>	
BACKGROUND/SUMMARY: On June 1st, 2023 around 6:40 A.M., a Signal Pole on the Northwest corner of Aten Rd & Hwy 86 was knocked down by a Commercial Truck. The pole and supporting equipment were damaged beyond repair causing the intersection to be placed on red-flash, causing traffic back up and potential safety hazards to life & property. City manager has authorized purchase of a mobile signal that is hoped to provide temporary service by the end of the week. The City is working diligently to repair and restore control of intersection.	
FISCAL IMPACT: \$32K to date. Expected shipment date & new equipment is 4-6 months	FINANCE INITIALS 
STAFF RECOMMENDATION: Approve	DEPT. INITIALS 
MANAGER'S RECOMMENDATION: Approve	CITY MANAGER'S INITIALS 
MOTION:	
SECONDED: AYES: NAYES: ABSENT:	APPROVED ☐ REJECTED ☐ DISAPPROVED ☐ DEFERRED ☐ REFERRED TO:

RESOLUTION NO. 2023-

**RESOLUTION DECLARING AN EMERGENCY,
AUTHORIZING THE CITY MANAGER TO TAKE SUCH
ACTION AS MAY BE NECESSARY IN RESPONSE
THERE TO AND RATIFYING ACTION TAKEN TO DATE**

WHEREAS, the City operates and maintains a Traffic Signal Control System and associated lighting and traffic control operations and various intersections ("System"); and

WHEREAS, the System and associated lighting, provide safe and effective traffic flow;
and

WHEREAS, the System includes poles, concrete bases and foundations, signal lighting, pedestrian crossing features, wiring and conduit, pull/junction boxes, controller cabinet housing electronics and power backups ("Infrastructures"); and

WHEREAS, the Signal and supporting infrastructures located at the NW corner of Aten Rd and HWY 86 ("Signal") was struck by a Commercial Truck and was severely damaged beyond repair; and

WHEREAS, in order to safeguard vehicle traffic, pedestrians and to protect the public, life and property, it is necessary to take immediate action to repair the Signal and Infrastructures;
and

WHEREAS, the above described conditions constitute an emergency under applicable law and such emergency would not reasonably permit delays associated with a competitive solicitation for bids and the actions authorized herein are necessary to respond to the emergency;
and

WHEREAS, the City Council wishes to delegate authority to the City Manager to take such action as may be necessary to repair the Signal Pole in the Traffic Signal Control System, ratify action already taken and otherwise address the emergency as described herein.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The above-referenced recitals are true and correct and are incorporated herein.
2. The City Council declares that the public interest and necessity demand the immediate expenditure of public money to safeguard life, health or property, and hereby delegates to the City Manager the authority to take such immediate action as may be necessary to safeguard life, health or property in connection with repair to the Signal in the Traffic System in

accordance with Public Contracts Code Sections 20168 and 22050 and without otherwise complying with bid requirements required by law.

3. The City Council authorizes action set forth herein and further ratifies action authorized by the City Manager taken to date; including but not limited to purchase of a mobile signal, to address the Signal in the Traffic System and potential public and traffic hazard on the basis that the emergency described herein will not permit a delay resulting from a competitive solicitation of bids and the action is necessary to respond to the emergency.

APPROVED, PASSED AND ADOPTED, at the regular meeting of the City Council this 12th day of June.

Katherine Burnworth, Mayor

ATTEST:

City Clerk

DATE SUBMITTED 08/30/2023

SUBMITTED BY Public Services

DATE ACTION REQUIRED 09/06/2023

COUNCIL ACTION ()

PUBLIC HEARING REQUIRED ()

RESOLUTION ()

ORDINANCE 1ST READING ()

ORDINANCE 2ND READING ()

CITY CLERK'S INITIALS ()

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: Continue Emergency of Manhole in Area 13 th St & C St 13 th St & C St				
DEPARTMENT INVOLVED: Public Services - Wastewater				
BACKGROUND/SUMMARY: On Tuesday, June 25, 2023, it was discovered that there was a manhole partially collapsed. If this manhole was to completely collapse the conveyance of wastewater to the plant or nearest pump would cease thereby causing health and safety issues to the community. An emergency was declared by the City Manager that same day. Repairs to the damage are currently underway. City Council acted on August 02, 2023 to approve Resolution No. 2023-51. A & R Construction was called in to start the emergency repairs. All work is being conducted by A & R Construction and City Staff. At this time, there is no estimate of time or costs. An update will be provided to Council as information becomes available.				
FISCAL IMPACT: Unknown	FINANCE INITIALS 			
STAFF RECOMMENDATION: Continue Emergency	DEPT. INITIALS 			
MANAGER'S RECOMMENDATION: 	CITY MANAGER'S INITIALS 			
MOTION:				
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SECONDED: AYES: NAYES: ABSENT:	APPROVED () DISAPPROVED () REFERRED TO:	REJECTED () DEFERRED ()		

RESOLUTION NO. 2023-51

**A RESOLUTION DECLARING AN EMERGENCY,
AUTHORIZING THE CITY MANAGER TO TAKE SUCH
ACTION AS MAY BE NECESSARY IN RESPONSE
THERE TO AND RATIFYING ACTION TAKEN TO DATE**

WHEREAS, the City operates and maintains a wastewater treatment plant ("WWTP") and associated collection system; and

WHEREAS, wastewater generated in the City is delivered to the WWTP by way of an underground collection system ("Collection System"); and

WHEREAS, the Collection System includes manholes, including one located in the vicinity of 13th St. & C St. ("Manhole"); and

WHEREAS, the Manhole has partially collapsed. If Manhole collapses entirely this could cause failure in the Collection System at the aforesaid location that would impact the proper conveyance of wastewater for a substantial segment of the community resulting in potential backups and other associated issues; and

WHEREAS, such backup would potentially expose persons and property to injury and damage; and

WHEREAS, the above described conditions constitute an emergency under applicable law and such emergency would not reasonably permit delays associated with a competitive solicitation for bids and the actions authorized herein are necessary to respond to the emergency; and

WHEREAS, in order to safeguard the public health and safety and to protect property, it is necessary to take immediate action to repair the Collection System and Manhole; and

WHEREAS, the City Council wishes to delegate authority to the City Manager to take such action as may be necessary to repair the Manhole and Collection System, ratify action already taken and otherwise address the emergency as described herein.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IMPERIAL DOES
RESOLVE, DETERMINE, AND ORDERS AS FOLLOWS:**

SECTION 1. The preceding recitals are true and correct.

SECTION 2. The City Council declares that the public interest and necessity demand the immediate expenditure of public money to safeguard life, health or property, and hereby delegates to the City Manager the authority to take such immediate action as may be necessary to safeguard life, health or property in connection with repair to the Manhole and Collection System in accordance with Public Contracts Code Sections 20168 and 22050 and without otherwise complying with bid requirements required by law.

SECTION 3. The City Council authorizes action set forth herein and further ratifies action authorized by the City Manager taken to date to address the failure of the Collection System and potential collapse of the Manhole on the basis that the emergency described herein will not permit a delay resulting from a competitive solicitation of bids and the action is necessary to respond to the emergency.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Imperial on the 2nd day of August, 2023.


KATHERINE BURNWORTH,
Mayor

ATTEST:


KRISTINA M. SHIELDS,
City Clerk

CERTIFICATION

I, Kristina M. Shields, City Clerk of the City of Imperial, California, hereby certify that the foregoing resolution was duly adopted at a meeting of the City Council of said City at its meeting held on the 2nd of August, 2023, by the following vote, to wit:

AYES: Mendoza, Obeso-Martinez, Tucker & Mayor Burnworth

NOES:

ABSENT: Amparano

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Imperial, California, this 2nd day of August, 2023.



KRISTINA M. SHIELDS,
City Clerk

DATE SUBMITTED 08/30/2023
 SUBMITTED BY Public Services
 DATE ACTION REQUIRED 09/06/2023

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: Declare Emergency at I. Continue Emergency Actions at Aten & Cross Lift Station as Declared by Resolution No. 2023-53. Aten & Cross Lift Station				
DEPARTMENT INVOLVED: Public Services -Wastewater				
BACKGROUND/SUMMARY: The morning of August 24 th , Public Services discovered there was a blow out on the discharge pipe at the Aten & Cross Lift Station. If unrepaired, this would cause a severe health and safety issue and cause a sewer back up. City Manager was notified of emergency. Public Services is working with Rove engineering to address emergency and repairs.				
FISCAL IMPACT: Unknown	FINANCE INITIALS 			
STAFF RECOMMENDATION: Approve Emergency Action	DEPT. INITIALS 			
MANAGER'S RECOMMENDATION: 	CITY MANAGER'S INITIALS 			
MOTION:				
<table style="width: 100%;"> <tr> <td style="width: 33%;"> SECONDED: AYES: NAYES: ABSENT: </td> <td style="width: 33%;"> APPROVED () DISAPPROVED () REFERRED TO: </td> <td style="width: 33%;"> REJECTED () DEFERRED () </td> </tr> </table>		SECONDED: AYES: NAYES: ABSENT:	APPROVED () DISAPPROVED () REFERRED TO:	REJECTED () DEFERRED ()
SECONDED: AYES: NAYES: ABSENT:	APPROVED () DISAPPROVED () REFERRED TO:	REJECTED () DEFERRED ()		

RESOLUTION NO. 2023-53

**RESOLUTION DECLARING AN EMERGENCY,
RATIFYING ACTION TAKEN TO ADDRESS THE
EMERGENCY AND AUTHORIZING PAYMENT**

WHEREAS, the City operates and maintains a wastewater collection system ("System");
and

WHEREAS, the System includes lift stations at various locations, including Cross &
Aten; and

WHEREAS, it has been discovered that a discharge pipe in the above referenced lift
station has failed and blown out; and

WHEREAS, if the pipe is not repaired, a sewer spill could occur and such sewer spill
could pose a threat to the public health and safety; and

WHEREAS, the above described condition constitutes an emergency under applicable
law and such emergency would not reasonably permit delays associated with a competitive
solicitation for bids and the actions taken herein were necessary to respond to the emergency;
and

WHEREAS, in order to safeguard the public health and safety, it was necessary to take
immediate action to repair/replace the pipe in the above described lift station; and

WHEREAS, the City Council wishes to ratify action taken by staff and the City Manager
to cause the above described lift station to be repaired.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IMPERIAL
DOES RESOLVE, DETERMINE, AND ORDERS AS FOLLOWS:**

SECTION 1. The above-referenced recitals are true and correct and are incorporated
herein.

SECTION 2. The City Council declares that the public interest and necessity demands
the immediate expenditure of public money to safeguard life, health or property, and hereby
ratifies action taken by staff and the City Manager to repair/replace the pipe in the above
described lift station on an emergency basis to safeguard life, health or property in accordance
with Public Contracts Code Sections 20168 and 22050 and without otherwise complying with
bid requirements required by law.

SECTION 3. The City Council authorizes payment for repair/replacement of the pipe in
the above described lift station. The City Council authorizes payment for all of such expenses on
an emergency basis.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Imperial on the 25th day of August, 2023.

KATHERINE BURNWORTH,
Mayor

• ATTEST:

KRISTINA M. SHIELDS,
City Clerk

CERTIFICATION

I, Kristina M. Shields, City Clerk of the City of Imperial, California, hereby certify that the foregoing resolution was duly adopted at a meeting of the City Council of said City at its meeting held on the ____ of August, 2023, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

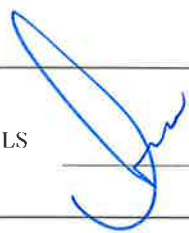
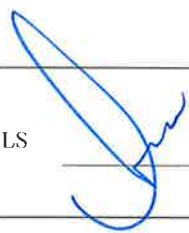
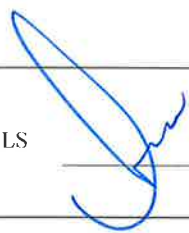
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Imperial, California, this _____ day of August, 2023.

KRISTINA M. SHIELDS,
City Clerk

DATE SUBMITTED 9/1/2023
 SUBMITTED BY R. Alejandro Estrada
 DATE ACTION REQUIRED 9/06/2023

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: 1. DATA SERVICES AGREEMENT BETWEEN THE CITY OF IMPERIAL AND COUNTY OF IMPERIAL.				
DEPARTMENT INVOLVED: INFORMATION TECHNOLOGY				
BACKGROUND/SUMMARY: The California Government Code Section 6502, et seq. authorizes public entities, including cities, counties, special districts and joint agencies to enter into agreements. As part of the Data Service Agreement, the County of Imperial along with nine other entities have a mutual interest in maintaining accurate, electronically- retrievable geographic information. As such, the attached agreement provides a shared cost for such services to regional citizens. Improving effectiveness and efficiency of local and regional government and enhancing economic competitiveness.				
FISCAL IMPACT: NOT TO EXCEED Web Hosting Agreement (Geo Viewer) \$3,169.21 Annual Fee Five year contract July 01, 2023 through June 30, 2028 Imperial County Data Service Data Agreement \$218.31 Annual Fee Five year contract July 01, 2023 through June 30, 2028	FINANCE INITIALS 			
STAFF RECOMMENDATION: It is staff's recommendation to approve the data service agreement between the City of Imperial and the County of Imperial.	DEPT. INITIALS 			
MANAGER'S RECOMMENDATION:	CITY MANAGER'S INITIALS 			
MOTION:				
<table style="width: 100%;"> <tr> <td style="width: 33%;"> SECONDED: AYES: NAYES: ABSENT: </td> <td style="width: 33%; text-align: center;"> APPROVED () DISAPPROVED () REFERRED TO: </td> <td style="width: 33%; text-align: center;"> REJECTED () DEFERRED () </td> </tr> </table>		SECONDED: AYES: NAYES: ABSENT:	APPROVED () DISAPPROVED () REFERRED TO:	REJECTED () DEFERRED ()
SECONDED: AYES: NAYES: ABSENT:	APPROVED () DISAPPROVED () REFERRED TO:	REJECTED () DEFERRED ()		

ROBERT MENVIELLE
ASSESSOR

JACK DUNNAM
ASSISTANT ASSESSOR

IMPERIAL COUNTY ASSESSOR



940 W. MAIN ST., SUITE 115
EL CENTRO, CA 92243-2874
TEL: (442) 265-1300
FAX: (442) 265-8030
www.co.imperial.ca.us/Assessor

July 31, 2023

Mr. Alejandro Estrada
City of Imperial
420 South Imperial Ave.
Imperial, CA 92251

RE: Web Hosting Agreement (GeoViewer)
Imperial County Data Service Agreement

Dear Mr. Estrada,

Enclosed please find the 2023-2028 agreement and current fee schedule, please sign and return the agreements to the Imperial County Assessor.

Payments for Nobel Systems (blue column) should be paid directly to Nobel, payments to Imperial County (yellow column) should be payable to Imperial County Assessor.

As a friendly reminder, the use of GeoViewer and GIS Data is for official government use only, and should not be shared with the public or private businesses without prior written authorization.

Thank you for your continued support. If you have questions or need additional information, please call (442) 265-8609.

Respectfully,

A handwritten signature in blue ink, appearing to read "Jack R. Dunnam", is written over a circular embossed seal.

Jack R. Dunnam
Imperial County Assistant Assessor

Enclosures:

1. Web Host Agreement to be signed (Nobel).
2. Imperial County Data Service Agreement to be signed (County).
3. Data service cost (Exhibit "A").
4. 2023-2024 County invoice.

JD/ma

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AGREEMENT

THIS AGREEMENT, hereinafter "AGREEMENT," is made and entered into this _____ 2023, by and between the COUNTY OF IMPERIAL, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and CITY OF EL CENTRO, CITY OF BRAWLEY, CITY OF IMPERIAL, CITY OF WESTMORLAND, CITY OF CALIPATRIA, CITY OF HOLTVILLE, CITY OF CALEXICO, IMPERIAL IRRIGATION DISTRICT, HEBER PUBLIC UTILITY DISTRICT, and STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION ("CALTRANS"), individually and collectively referred to as "MEMBER" and "MEMBERS" respectively, and NOBEL SYSTEMS, INC., an active California Corporation, hereinafter referred to as "CONSULTANT".

WITNESSETH

WHEREAS, COUNTY's Assessor requires the services of a CONSULTANT to perform web hosting services in connection with the Imperial County Geographic Information System ("ICGIS") for itself and the MEMBERS; and

WHEREAS, COUNTY is authorized to enter into this AGREEMENT under the provisions of California Government Code Section 31000; and

WHEREAS, COUNTY is desirous of engaging CONSULTANT for the performance of said services as are provided for herein and CONSULTANT is willing to accept such engagement.

NOW, THEREFORE, COUNTY hereby engages and CONSULTANT hereby accepts upon the terms and conditions set forth herein.

1. PARTIES TO AGREEMENT

1.1. This AGREEMENT is by and between COUNTY, MEMBERS and CONSULTANT.

1 1.2. It is not the intent of the parties to this AGREEMENT to create, and nothing in this
2 AGREEMENT shall be construed as creating a joint venture or partnership or any other
3 relationship between the parties. Neither the COUNTY, the MEMBERS, nor CONSULTANT
4 authorizes the others to act as its agent or representative.
5

6 2. WORK TO BE PERFORMED BY CONSULTANT

7 2.1. CONSULTANT shall perform and be responsible for providing the services described in
8 Exhibit "B" which is attached hereto and incorporated by reference as though fully set forth herein.

9 2.2. Said work shall be completed in a lawful, professional, expeditious and timely manner.

10 2.3. CONSULTANT understands that all data supplied by COUNTY or MEMBERS and
11 hosted by CONSULTANT shall be maintained on the COUNTY GIS Server (ICGIS)
12 CONSULTANT shall upload or link to ICGIS to host data. Further if CONSULTANT contracts
13 with COUNTY or MEMBER for additional services which involve loading data or layers to the
14 system (data or layers available for view by all MEMBERS and COUNTY only) such input shall
15 also be loaded to ICGIS. Layers or data solely for use by an individual MEMBER or COUNTY
16 and not intended to be shared with any other MEMBER or COUNTY in any way, is not required
17 to be maintained on ICGIS.
18
19

20 3. TERM OF AGREEMENT

21 This AGREEMENT shall become effective on July 1, 2023 and remain in effect until June 30,
22 2028.
23

24 4. COMPENSATION

25 4.1. CONSULTANT'S compensation for the services is required to be performed under this
26 AGREEMENT shall not exceed Forty Four Thousand Dollars (\$49,280.00) per year. MEMBERS
27 and COUNTY shall contribute in the following amounts:
28

Member:	Data Host Cost:
City of El Centro	\$ 6,051.94
City of Calexico	4,896.88
City of Holtville	854.72
City of Brawley	4,319.35
City of Imperial	3,169.21
City of Calipatria	682.19
City of Westmorland	383.06
Imperial Irrigation District	8,134.47
CalTrans	8,134.47
Imperial County	10,845.47
Heber Public Utility District	900.66
Total	\$49,280.00

A more detailed description is included in the column identified as "NOBEL - Data Host Cost" and the ancillary textual explanation appearing in the attached Exhibit "A", incorporated by this reference as though fully set forth herein.

4.2. The members listed in 4.1 are governmental entities that will have access to the ICGIS data upon payment of the web-hosting fee to the County of Imperial, Office of the County Assessor. Each member shall pay the COUNTY Assessor the required fee within thirty (30) days of invoice.

ALL MEMBERS understand that each fee must be paid prior to being able to access the ICGIS data. The COUNTY shall contribute \$10,845.47 upon execution of this AGREEMENT by COUNTY and CONSULTANT. If any MEMBER fails or refuses to pay its web-hosting fee

1 within the required thirty-day period, each of the other MEMBERS shall pay the fee on a
2 proportional basis in the same fashion as the original fee amount was calculated. However,
3 COUNTY'S contribution remains and shall not exceed \$10,845.47 and COUNTY is not obligated
4 to pay any MEMBER'S fee, proportionally, wholly, or in any other way.
5

6 4.3. CONSULTANT acknowledges and agrees that COUNTY'S total obligation pursuant to
7 this agreement shall not exceed \$10,845.47.

8 4.4. CONSULTANT acknowledges COUNTY is under no obligation to compensate
9 CONSULTANT for services rendered under this AGREEMENT not authorized by COUNTY.
10

11 4.5. If COUNTY requires work in addition to that defined in the Scope of Work,
12 CONSULTANT shall provide a cost estimate and written description of the additional work
13 needed to perform such services. Compensation and the time for completion of such additional
14 services must be negotiated and approved in writing by the COUNTY prior to the commencement
15 of any such services.
16

17 5. REPRESENTATIONS BY CONSULTANT

18 5.1. CONSULTANT understands and agrees that COUNTY is relying upon CONSULTANT'S
19 representations that it will provide services provided herein to the standard of care ordinarily
20 exercised in CONSULTANT'S profession.
21

22 5.2. CONSULTANT represents and warrants that it is a lawful entity possessing all required
23 licenses and authorities to do business in the State of California and perform all aspects of this
24 AGREEMENT.

25 5.3. CONSULTANT represents and warrants that the people executing this AGREEMENT on
26 behalf of CONSULTANT has the authority of CONSULTANT to sign this AGREEMENT and
27
28

1 bind CONSULTANT to the performance of all duties and obligations assumed by CONSULTANT
2 herein.

3 5.4. CONSULTANT represents and warrants that any employee, contractor and agent who will
4 be performing any of the duties and obligations of CONSULTANT herein possess all required
5 licenses and authorities, as well as the experience and training, to perform such tasks.
6

7 5.5. CONSULTANT represents and warrants that the subject services shall be performed
8 exclusively by CONSULTANT. Any agreements to the contrary must be consented to in writing
9 by COUNTY.
10

11 5.6. CONSULTANT represents that the services provided herein shall be performed in a
12 professional and lawful manner.

13 5.7. CONSULTANT represents and warrants that the allegations contained in Exhibit "B"
14 attached hereto are true and correct.

15 5.8. CONSULTANT understands that COUNTY considers the representations made herein to
16 be material and would not enter into this AGREEMENT with CONSULTANT if such
17 representations were not made.
18

19 5.9. CONSULTANT represents and warrants that all reports, analyses or other documents
20 developed under this AGREEMENT shall become the exclusive property of COUNTY and shall
21 not be distributed by CONSULTANT without COUNTY'S written consent.
22

23 5.10. CONSULTANT represents and warrants that any errors in its services provided shall be
24 corrected at no additional charge to COUNTY.

25 6. RETENTION AND ACCESS OF BOOKS AND RECORDS

26 6.1. CONSULTANT represents and warrants that it shall maintain books, records, documents,
27 reports and other materials developed under this AGREEMENT as follows:
28

1 6.1.1. CONSULTANT shall maintain all ledgers, books of accounts, invoices, vouchers, canceled
2 checks, and other records relating to CONSULTANT'S charges for services or expenditures and
3 disbursements charged to COUNTY for a minimum period of five (5) years, or for any longer
4 period required by law, from the date of final payment to CONSULTANT pursuant to this
5 AGREEMENT.
6

7 6.1.2. CONSULTANT shall maintain all reports, documents and records, which demonstrate
8 performance under this AGREEMENT for a minimum period of five (5) years, or for any longer
9 period required by law, from the date of termination or completion of this AGREEMENT.
10

11 6.1.3. Any records or documents required to be maintained by CONSULTANT pursuant to this
12 AGREEMENT shall be made available to COUNTY for inspection or audit, at any time during
13 CONSULTANT'S regular business hours provided COUNTY provides CONSULTANT with
14 seven (7) days advanced written or oral notice. Copies of such documents shall at no cost to
15 COUNTY, be provided to IMPERIAL COUNTY for inspection at CONSULTANT'S address
16 indicated for receipt of notices under this AGREEMENT.
17

18 6.2. CONSULTANT represents and warrants that it has not been engaged by, nor will it be
19 engaged by and owes no duty of performance to any other person or entity, which would constitute
20 a conflict. For breach or violation of this warranty COUNTY shall, amongst other remedies at
21 law, have the right to terminate this AGREEMENT without liability, or at its sole discretion, to
22 deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of
23 such fee, commission, percentage brokerage fee, gift or contingent fee paid or received from
24 another entity or person.
25

26 7. INDEMNIFICATION

27
28

1 CONSULTANT shall defend, indemnify and hold harmless COUNTY and, MEMBERS
2 from any and all claims, damages or loss arising out of the performance by CONSULTANT, its
3 agents or employees of this AGREEMENT, including the active or passive negligence of
4 CONSULTANT, its agents or employees, or any obligation imposed thereby, or any act of or
5 failure to act by CONSULTANT.
6

7 **8. INDEPENDENT CONTRACTOR**

8 8.1. In all situations and circumstances arising out of the terms and conditions of the
9 AGREEMENT, CONSULTANT is an independent contractor, and as an independent contractor,
10 the following shall apply:
11

12 8.2. CONSULTANT is not an employee of COUNTY and is only responsible for the
13 requirements and results specified by this AGREEMENT or any other agreement.

14 8.3. CONSULTANT shall be responsible to COUNTY only for the requirements and
15 results specified by this AGREEMENT and except as specifically provided in this AGREEMENT,
16 shall not be subject to COUNTY'S control with respect to the physical actions or activities of
17
18 CONSULTANT in fulfillment of the requirements of this AGREEMENT.

19 8.4. CONSULTANT is not, and shall not be, entitled to receive from, or through, COUNTY,
20 and COUNTY shall not provide, or be obligated to provide, CONSULTANT with Worker's
21 Compensation coverage or any other type of employment or worker insurance or benefit coverage
22 required or provided by any Federal, State or local law or regulation for, or normally afforded to,
23 an employee of COUNTY.
24

25 8.5. CONSULTANT shall not be entitled to have COUNTY withhold or pay, and COUNTY
26 shall not withhold or pay, on behalf of CONSULTANT, any tax or money relating to the Social
27 Security Old Age Pension Program, Social Security Disability Program, or any other type of
28

1 pension, annuity, or disability program required or provided by any Federal, State, or local law or
2 regulation.

3 8.6. CONSULTANT shall not be entitled to participate in, or receive any benefit from, or make
4 any claim against any COUNTY fringe benefit program, including, but not limited to, COUNTY'S
5 pension plan, medical and health care plan, dental and eye care plan, life insurance plan, or any
6 other type of benefit program, plan, or coverage designated for, provided to, or offered to
7 COUNTY'S employees.
8

9 8.7. COUNTY shall not withhold or pay, on behalf of CONSULTANT, any Federal, State, or
10 local tax, including, but not limited to, any personal income tax, owed by CONSULTANT.
11

12 8.8. CONSULTANT is, and at all times during the term of this AGREEMENT, shall represent
13 and conduct itself as an independent contractor, not as an employee of COUNTY.

14 8.9. CONSULTANT shall not have the authority, express or implied, to act on behalf of, bind
15 or obligate COUNTY in any way without the written consent of COUNTY.
16

17 9. INSURANCE REQUIREMENTS

18 9.1. CONSULTANT, hereby agrees at its sole cost and expense, to obtain and maintain in
19 full force during the entire term of this AGREEMENT and any extended term thereof the following
20 types of insurance:

21 9.1.1. Commercial General Liability coverage in the minimum amount of one million dollars
22 (\$1,000,000) combined single limit to any one person ("CSL") and two million dollars
23 (\$2,000,000) aggregate for any one accident, including personal injury, death and property
24 damage.
25

26 9.1.2. Automobile Liability coverage in a minimum amount of one million dollars (\$1,000,000)
27 for bodily injury and property damage including owned, non-owned and hired vehicles.
28

1 9.1.3. To the extent required by law, Workers' Compensation coverage, in full compliance with
2 California statutory requirements for all employees of CONSULTANT and Employer's Liability
3 in the minimum amount of one million dollars (\$1,000,000).

4 9.1.4. Professional Liability insurance in a minimum amount of one million dollars (\$1,000,000)
5 per claim and annual aggregate.
6

7 9.2. Special Insurance Requirements. All insurance required under paragraph 9 shall:

8 9.2.1. Be procured from an insurer authorized to do business in California.

9 9.2.2. Be primary coverage as respects COUNTY and any insurance or self insurance maintained
10 by COUNTY shall be in excess of CONSULTANT'S insurance coverage and shall not contribute
11 to it.
12

13 9.2.3. Name COUNTY as an additional insured on all policies and provides that COUNTY may
14 recover for any loss suffered by COUNTY by reason of CONSULTANT'S negligence.

15 9.2.4. Not be canceled, non-renewed or reduced in scope of coverage until after thirty (30) days
16 written notice has been given to the COUNTY. However, CONSULTANT may not terminate
17 such coverage until it provides COUNTY with proof that equal or better insurance has been
18 secured and is in place. Cancellation or change without the prior written consent of the COUNTY
19 shall, at the option of the COUNTY, be grounds for termination of this AGREEMENT.
20

21 9.3. Additional Insurance Requirements.

22 9.3.1. COUNTY is to be notified immediately of all insurance claims. COUNTY is also to be
23 notified if any aggregate insurance limit is exceeded.
24

25 9.3.2. Deposit of Insurance Policy. Promptly on issuance, reissuance, or renewal of any insurance
26 policy required by this AGREEMENT, the CONSULTANT shall, if requested by COUNTY,
27 cause to be given to COUNTY satisfactory evidence that insurance policy premiums have been
28

1 paid together with a duplicate copy of the policy or a certificate evidencing the policy and executed
2 by the insurance company issuing the policy or its authorized agent.

3 9.3.3. CONSULTANT agrees to provide COUNTY with the following insurance documents
4 on or before the effective date of this AGREEMENT:

5
6 9.3.3.1. Complete copies of certificates of insurance for all required coverages including
7 Additional Insured Endorsements and 30 days' Notice of Cancellation Clause endorsements.

8 9.3.3.2. The documents enumerated in Paragraph 9 shall be sent to the following:

9 County of Imperial
10 Risk Management Department
11 940 Main Street, Ste. 101
12 El Centro, CA 92243

13 And

14 Imperial County Assessor
15 Attention: Assessor
16 940 Main Street, Suite 115
17 El Centro, CA 92243

18 9.3.4. Nothing in this, or any other provision of this AGREEMENT, shall be construed to
19 preclude the CONSULTANT from obtaining and maintaining any additional insurance policies in
20 addition to those required pursuant to this AGREEMENT.

21 9.3.5. The comprehensive or commercial general liability shall contain a provision of
22 endorsements stating that such insurance:

- 23 i. Includes contractual liability.
- 24 ii. Does not contain a "pro rata" provision which looks to limit the insurer's
25 liability to the total proportion that its policy limits bear to the total coverage
26 available to the insured.

- iii. Does not contain an "excess only" clause, which requires the exhaustion of other insurance prior to providing coverage.
- iv. Does not contain an "escape clause" which extinguishes the insurer's liability if the loss is covered by other insurance.
- v. Includes COUNTY as an additional insured.
- vi. States that it is primary insurance and regards COUNTY as an additional insured and contains a cross-liability or severability of interest clause.

10. DEFAULT, TERMINATION and WITHDRAWAL.

10.1. Consultant's Default. If CONSULTANT fails or refuses to perform any provision, covenant, or condition to be kept or performed by CONSULTANT under this AGREEMENT, including those in Exhibit "B" under this AGREEMENT, COUNTY, prior to exercising any of its rights or remedies, shall give written notice to CONSULTANT of such default, specifying in said notice the nature of such default and CONSULTANT shall have thirty (30) days from receipt of such notice to cure said default. If such default is not cured within said thirty (30) day period, then COUNTY may in its sole discretion terminate this AGREEMENT and/or pursue those remedies available under the law at the time this AGREEMENT is executed as well as any future remedies that are created.

10.2. County's Default. If COUNTY fails or refuses to perform any provision, covenant or condition to be kept or performed by COUNTY under this AGREEMENT, CONSULTANT, prior to exercising any of its rights or remedies, shall give written notice to COUNTY of such default, specifying in said notice the nature of such default and COUNTY shall have thirty (30) days from receipt of such notice to cure said default. If such default is not cured within said thirty (30) day period, then CONSULTANT may in its sole discretion terminate this AGREEMENT and/or

1 pursue those remedies available under the law at the time this AGREEMENT is executed as well
2 as any future remedies that are created.

3 10.3. Termination Clause. Notwithstanding Paragraph 10.1, this AGREEMENT is subject to
4 termination by COUNTY as to CONSULTANT without cause by COUNTY upon thirty (30) days
5 prior written notice. In the event of termination, CONSULTANT shall return any fees received
6 but unearned, proportionally, within thirty (30) days of the date of termination.
7

8 10.4. MEMBERS may withdraw from this AGREEMENT by giving all other parties to this
9 AGREEMENT thirty (30) days prior written notice. In the event of withdrawal, MEMBERS
10 forfeit any fees paid.
11

12 11. ASSIGNMENTS AND SUBCONTRACTS.

13 11.1. Neither this AGREEMENT nor any rights, duties or obligations hereunder shall be
14 assignable and/or subcontracted by CONSULTANT without the prior written consent of
15 COUNTY.
16

17 11.2. COUNTY may demand such assurances, including financial assurances, modification of
18 this AGREEMENT, or such other requirements as, in its sole discretion, it deems advisable, as a
19 condition to granting its consent to any assignee or subcontractor hereunder. Nothing herein shall
20 be construed as requiring COUNTY to grant such approval if COUNTY, in its sole opinion, deems
21 such grant of consent to be not in the best interests of COUNTY.
22

23 11.3. Consent by COUNTY to an assignment or subcontract shall not release CONSULTANT
24 from its primary liability under this AGREEMENT, and COUNTY'S consent to one assignment
25 or subcontract, shall not be deemed a consent to other assignments and/or subcontracts.

26 11.4. Any attempt by the CONSULTANT to assign or otherwise transfer any interest in this
27 AGREEMENT without obtaining prior written consent of COUNTY shall be void.
28

12. BINDING

This AGREEMENT shall be binding upon the heirs, successors, assigns and subcontractors of the Parties hereto.

13. NOTICES

13.1. Any notice by either party to the other shall be personally delivered to the party or sent by certified mail, return receipt requested, to the addresses set forth below:

CONSULTANT:

COUNTY:

President
Nobel Systems, Inc.
436 E Vanderbilt Way
San Bernardino, CA 92408

Imperial County Assessor
940 Main Street, Suite 115
El Centro, CA 92243

MEMBERS:

City of El Centro
1275 W. Main St.
El Centro, CA 92243

City of Calipatria
125 N. Park Ave.
Calipatria, CA 92233

City of Holtville
121 W. 5th
Holtville, CA 92250

City of Westmorland
355 S. Center
Westmorland, CA 92281

City of Brawley
400 Main Street
Brawley, CA 92227

City of Imperial
420 S. Imperial Ave.
Imperial, CA 92251

City Manager
City of Calexico
608 Heber Ave.
Calexico, CA 92231

Imperial Irrigation District
P. O. Box 937
333 E. Barioni Blvd.
Imperial, CA 92251

State of California
Department of Transportation
District 11, MS-50
2829 Juan Street
San Diego, CA 92110

Heber Public Utility District
1078 Dogwood Road, Suite 103
P. O. Box H
Heber, CA 92249

1 13.2. Either party may change its address for notice by providing written notice to the other
2 parties in accordance with Paragraph 13.1. Notices shall be deemed effective on the date of
3 delivery.

4
5 14. ENTIRE AGREEMENT

6 This AGREEMENT contains the entire contract between COUNTY, MEMBERS and
7 CONSULTANT relating to the transactions contemplated hereby and supersedes all prior or
8 contemporaneous agreements, understandings, provisions, negotiations, representations, or
9 statements, either written or oral.

10
11 15. MODIFICATION

12 No modification, waiver, amendment, discharge, or change of this AGREEMENT shall be valid
13 unless the same is in writing and signed by all parties.

14 16. PARTIAL INVALIDITY

15 If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid,
16 void, or unenforceable, the remaining provisions will nevertheless continue in full force without
17 being impaired or invalidated in any way.

18
19 17. WAIVER

20 No waiver of any breach or of any of the covenants or conditions of this AGREEMENT shall be
21 construed to be a waiver of any other breach or to be consent to any further or succeeding breach
22 of the same or any other covenant or condition.

23
24 18. CHOICE OF LAW

25 This AGREEMENT shall be governed by the laws of the State of California. This AGREEMENT
26 is made and entered into in Imperial County, California. To the extent permitted by law, any action
27
28

1 brought by any party with respect to this AGREEMENT shall be brought in a court of competent
2 jurisdiction within said County.

3
4 **19. ATTORNEY'S FEES**

5 If a party herein brings an action to enforce the terms thereof or declare rights hereunder, the
6 prevailing party in any such action, on trial or appeal, shall be entitled to its reasonable attorney's
7 fees to be paid by the losing party as fixed by the court.

8 **20. AUTHORITY**

9 **20.1. Each of the individuals executing this AGREEMENT on behalf of CONSULTANT,**
10 **COUNTY and MEMBERS represents and warrants that:**

11
12 **20.1.1. He or she is duly authorized to execute and deliver this AGREEMENT on behalf of**
13 **CONSULTANT, COUNTY or MEMBER as applicable;**

14 **20.1.2. Such execution and delivery on behalf of CONSULTANT is in accordance with the terms**
15 **of the Articles of Incorporation, By-Laws or Resolutions of CONSULTANT; and**

16 **20.1.3. Such execution and delivery on behalf of COUNTY is duly authorized by the Board of**
17 **Supervisors and within the authority of the signatory identified below.**

18
19 **20.1.4. MEMBERS warrant that the party executing this Agreement on behalf of MEMBER is**
20 **authorized to do so by MEMBER'S legislative or governing body, consistent with California Gov.**
21 **Code §6502.**

22
23 **21. COUNTERPARTS**

24 **This AGREEMENT may be executed in counterparts.**

25 **22. REVIEW OF AGREEMENT TERMS**

26 **This AGREEMENT has been reviewed and revised by legal counsel for both COUNTY and**
27 **CONSULTANT, and no presumption or rule that ambiguities shall be construed against the**
28

1 drafting party shall apply to the interpretation or enforcement of the same or any subsequent
2 amendments thereto.

3 IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed the
4 day and year first above written.

6 COUNTY OF IMPERIAL

NOBEL SYSTEMS, INC.
a California Corporation

9 By: RYAN E. KELLEY
10 Chairman of the Board of Supervisors

By: Michael Samuel, President

11 ATTEST:

13 By: Blanca Acosta
14 Clerk of the Board of Supervisors

15 APPROVED AS TO FORM:

16 COUNTY COUNSEL
17 Eric Havens

19 By: Andrew Briseno
20 Deputy County Counsel

22 APPROVED AS TO FORM AND CONTENT:

24 CITY OF EL CENTRO:

CITY OF HOLTVILLE:

26 City Manager

City Manager

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CITY OF CALEXICO:

City Manager

CITY OF IMPERIAL:

City Manager

CITY OF WESTMORLAND:

Mayor

STATE OF CALIFORNIA
DEPARTMENT OF
TRANSPORTATION:

CITY OF BRAWLEY:

City Manager

CITY OF CALIPATRIA:

City Manager

IMPERIAL IRRIGATION DISTRICT:

HEBER PUBLIC UTILITY DISTRICT:

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1 A. Data Access Service to Geographic Information System Server. These are
2 necessary for the MEMBERS to gain secure access to the Assessor's data. New members only will pay
3 COUNTY a one-time fee of \$200 to recover its cost in setting up the computer and Internet startup and
4 configuration for MEMBER.

5 B. Firewall Configuration. The COUNTY will configure the COUNTY'S Internet
6 firewall to allow MEMBER to access the GIS server by File Transfer Protocol ("FTP"). For security
7 reasons, access will require a public Internet addresses supplied by MEMBER to COUNTY, and a GIS
8 user account provided by COUNTY to MEMBER.

9 C. File Transfer Protocol Specification.

- 10 i. FTP is a method for transferring files over the Internet. MEMBER will
11 use this as the primary method of accessing GIS data.
12 ii. COUNTY agrees to provide: 1) a recommendation for the FTP client
13 software to connect to the GIS server and 2) a single point of contact.
14 iii. MEMBERS agree to provide: 1) a public Internet address that will be
15 used to connect to the GIS server and 2) a single point of contact.
16 iv. MEMBERS must acquire FTP software to be configured to GIS
17 specifications, an Internet connection, and any other item or device
18 necessary to access the GIS server over the Internet.

19 D. Data Management. This service manages the GIS server. It is provided by
20 COUNTY to the MEMBERS at no charge. Data Management Service excludes maintenance of the
21 data.

22 E. Server Maintenance. COUNTY provides maintenance and support required to
23 operate the GIS server and enable the MEMBERS access to data stored thereon.

24 F. Data Storage. COUNTY provides data storage space on the GIS server for all of
25 the data it supports and manages.

26 G. Data Back-up. COUNTY provides backup service for data stored on GIS the
27 server.

28 H. Security. COUNTY provides a secure, unique FTP user account for MEMBER

1 and specifications for secure connection to the GIS system. MEMBER is responsible for ensuring the
2 security of its GIS account information.

3 I. Data Maintenance. This includes maintenance of the database that is provided
4 by the Assessor and stored on the GIS server. The available data on the GIS server is described in the
5 Data Management Plan and includes services necessary for the MEMBER to access data including the
6 GIS basemap, the roll, maps and other GIS data.

7 3. Compensation. MEMBER'S fees, subject to Imperial County Ordinance Section
8 2.24.030, are payable annually to Imperial County and described in more detail in the "DATA COST"
9 column in Exhibit "A", as follows:

10	City of El Centro	\$ 710.09
11	City of Calexico	\$ 492.23
12	City of Holtville	\$ 111.75
13	City of Brawley	\$ 527.30
14	City of Imperial	\$ 218.31
15	City of Calipatria	\$ 140.51
16	City of Westmorland	\$ 78.49
17	Imperial Irrigation District	\$ 8,000.00
18	<u>Heber Public Utility District</u>	<u>\$ 106.21</u>
19	Total	\$10,384.89

20 4. GIS Advisory Committee. A GIS Advisory Committee shall be formed to develop
21 common standards for the county-wide GIS. Standards shall include, but will not be limited to:
22 tracking the source of information on the GIS (metadata); establishing minimum levels of resolution
23 and accuracy; establishing consistent naming of layers; establishing consistent data types; ensuring the
24 data is mutually transferable and useable; determining how the data will be transferred and how often
25 data will be updated.

26 5. Governmental Purpose. COUNTY and MEMBERS agree any of them may use the
27 data supplied by themselves and other MEMBER public entities or agencies for any legitimate
28 governmental use and purpose. The parties further agree that each grants to the other a nonexclusive,

1 nontransferable license for the sole purpose of carrying out legitimate governmental purposes.

2 "Legitimate governmental purpose" includes, but is not limited to: hard copy maps, printed reports,
3 and manipulated and/or processed data files incorporating MEMBER'S data such that the original
4 source data cannot be reconstructed. "Legitimate governmental purpose" shall not include selling,
5 trading or otherwise transferring the data, data system or other forms of electronic information to any
6 other person or entity for profit. MEMBER agrees to display the following disclaimer on all hard copy
7 maps produced from COUNTY data:

8 *This information was created by the Imperial County Assessor's Office for the purpose of*
9 *aiding in the performance and duties of the Assessor's Office. The information and services*
10 *included in or available through the GIS data may include inaccuracies or typographical*
11 *errors. Imperial County makes no representation about the suitability, reliability, availability,*
12 *timeliness, or accuracy of its GIS data for any purpose. The GIS data and information are*
13 *provided "as is" without warranty of any kind. Imperial County disclaims all warranties and*
14 *conditions with regard to the services, including all implied warranties and conditions of*
15 *merchantability of fitness for a particular purpose, title and non-infringement.*

16 6. Altering The Data of Another Party. COUNTY and MEMBERS agree that no party
17 may give, sell, copy, transfer, or alter the data of any other party without the express prior written
18 authorization of the affected party/parties. All manipulated and/or processed data sets shall be limited
19 to a reasonable scope and size based on a defined project.

20 7. Proprietary Interests. COUNTY and MEMBERS shall confer in good faith to protect
21 and preserve their respective proprietary interest in the data shared within the scope of this Agreement,
22 during this Agreement, and shall survive termination of this Agreement.

23 8. Compliance With California Gov. Code § 6254.21. MEMBERS agree and shall
24 comply with the provisions of California Gov. Code Section 6254.21 which provides that a state or
25 local agency may not post the home address or telephone number of any elected or appointed official
26 on the internet without first obtaining the written permission of the individual.

27 9. Liability and Indemnification. Each party agrees to indemnify, defend and hold
28 harmless, its agent, officers, and employees from and against all liability, expense, and claims for
damages arising from the sole conduct and services provided hereunder by the other party to the extent
that such death, injury or damage resulted from the sole negligence or willful misconduct of the other
party, its agent, officers or employees. No party is liable to any other party for loss or inaccuracy of

1 GIS data. Each party is encouraged to have current backup storage of all compiled GIS data and other
2 relevant information. Further, no party is liable to any other party for any damage to information or
3 equipment resulting from the transfer of data from one medium to another.

4 10. Notices. Any party may, by written notice to the others, change its address where notice
5 shall be made. All notices are effective upon receipt. All notices shall be in writing and addressed or
6 delivered as follows:

7
8 **COUNTY:**

9 Imperial County Assessor
10 940 Main Street, Suite 115
El Centro, CA 92243

11 **MEMBERS:**

12 City of El Centro
1275 W, Main St.
13 El Centro, CA 92243

City of Calipatria
125 N. Park Ave.
Calipatria, CA 92233

14 City of Holtville
121 W 5th
15 Holtville, CA 92250

City of Westmorland
355 S Center
Westmorland, CA 92281

16 City of Brawley
17 400 Main Street
18 Brawley, CA 92227

City of Imperial
420 S. Imperial Ave.
Imperial, CA 92251

19 City Manager
20 City of Calexico
608 Heber Ave.
21 Calexico, CA 9223

Imperial Irrigation District
P. O. Box 937
333 E. Barioni Blvd.
Imperial, CA 92251

22 Heber Public Utility District
1078 Dogwood Road, Suite 103
23 P. O. Box H
24 Heber, CA 92249

25 11. Termination and Cancellation.

26 A. Termination By County. This Agreement is subject to immediate termination by
27 COUNTY upon material breach of this Agreement by MEMBER, and COUNTY shall have sole
28 discretion to determine if a breach has, in fact, occurred. MEMBER shall be given written notice of

1 said breach, and its access to the GIS will be immediately denied. The remaining MEMBERS will not
2 be affected by such termination. In the event of termination, MEMBER forfeits any paid fees.

3 B. Cancellation By Party. Any party may cancel this Agreement, without cause, by
4 providing the other parties thirty (30) day's prior, written notice. In the event of cancellation, the party
5 forfeits any paid fees.

6 12. Governing Law and Venue. This Agreement shall be governed by the laws of the State
7 of California. It is made and entered into in Imperial County, California. To the extent permitted by
8 law, any action brought by either party with respect to this Agreement shall be brought in court of
9 competent jurisdiction within said COUNTY.

10 13. Attorney Fees. If any party brings an action to enforce the terms or declare rights
11 hereunder, the prevailing party to any such action, on trial or appeal, shall be entitled to its reasonable
12 attorney's fees to be paid by the losing party as fixed by the court.

13 14. Binding. This Agreement shall be binding upon the heirs, successors, and assigns of
14 the parties hereto.

15 15. Modification. No modification, waiver, amendment, discharge, or change of this
16 Agreement shall be valid unless the same is in writing and signed by all parties, except that COUNTY
17 may unilaterally admit a new MEMBER.

18 16. Additional MEMBERS. A new public entity or agency desiring to enter into this
19 Agreement may do so upon the written consent of COUNTY, and will be subject to the terms and
20 conditions of this Agreement. COUNTY will send written notice of the new MEMBER, along with its
21 address for notice, to all other MEMBERS.

22 17. Counterparts. This Agreement may be executed in counterparts.

23 18. Severability. If any provision in this Agreement is held by a court of competent
24 jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue
25 in full force without being impaired or invalidated in any way.

26 19. Entire Agreement. This Agreement contains the entire contract among the parties
27 relating to the transactions contemplated herein and supersedes all prior or contemporaneous
28 agreements, understandings, provisions, negotiations, representations, or statements, either written or

1 oral.

2 20. Authority. Each MEMBER warrants that the party executing this Agreement on behalf
3 of MEMBER is authorized to do so by MEMBER's legislative or governing body, consistent with
4 California Gov. Code §6502.

5 IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written
6 above.

7 **COUNTY OF IMPERIAL:**

8
9
10 By: RYAN E. KELLEY
Chairman of the Board of Supervisors

11
12 **ATTEST:**

13
14 By: Blanca Acosta
Clerk of the Board of Supervisors

15
16 **APPROVED AS TO CONTENT:**

17
18 By: Robert Menvielle
Imperial County Assessor

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20 **APPROVED AS TO FORM:**

21 ERIC HAVENS,
22 COUNTY COUNSEL

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25 By: Andrew Briseno
Deputy County Counsel

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MEMBERS:

CITY OF EL CENTRO:

City Manager

CITY OF CALEXICO:

City Manager

CITY OF IMPERIAL:

City Manager

CITY OF WESTMORLAND:

Mayor

HEBER PUBLIC UTILITY DISTRICT:

General Manager or Board President

CITY OF HOLTVILLE:

City Manager

CITY OF BRAWLEY:

City Manager

CITY OF CALIPATRIA:

City Manager

IMPERIAL IRRIGATION DISTRICT:

General Manager or Board President

DATE SUBMITTED 08/30/2023
 SUBMITTED BY COMMUNITY DEVELOPMENT DIRECTOR
 DATE ACTION REQUIRED 09/06/2023

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: MONTERREY PARK SUBDIVISION NO.2 UNIT 3B - VISTA DEL VALLE LOTS 7-11, 12-14, 342-355, 394-405 PER FM 28/1-3 1. AUTHORIZE PARTIAL RECONVEYANCE TO JUPITER VENTURES I, LP.				
DEPARTMENT INVOLVED: COMMUNITY DEVELOPMENT				
BACKGROUND/SUMMARY: City staff has been conducting regular field inspections during the construction process of both, the off-site street improvements and houses for lots 7-11, 12-14, 342-355, & 394-405 of Monterrey Park Subdivision No. 2 Unit 3B (Vista del Valle). At this time, that portion of the improvements were found to be completed. Now the developer is requesting Partial Reconveyance of the above-referenced lots. See Exhibit 1 attached herewith for details.				
FISCAL IMPACT: NO FISCAL IMPACT	ADMIN SERVICES SIGN INITIALS _____			
STAFF RECOMMENDATION: 1. Staff recommends authorization of partial reconveyance to Jupiter Ventures I, LP for: Lots 7-11, 12-14, 342-355, & 394-405 Per FM 28/1-3	DEPT. INITIALS <u>DM</u>			
MANAGER'S RECOMMENDATION:	CITY MANAGER'S INITIALS _____			
MOTION:				
<table style="width: 100%;"> <tr> <td style="width: 33%;"> SECONDED: AYES: NAYES: ABSENT: </td> <td style="width: 33%;"> APPROVED () DISAPPROVED () REFERRED TO: </td> <td style="width: 33%;"> REJECTED () DEFERRED () </td> </tr> </table>		SECONDED: AYES: NAYES: ABSENT:	APPROVED () DISAPPROVED () REFERRED TO:	REJECTED () DEFERRED ()
SECONDED: AYES: NAYES: ABSENT:	APPROVED () DISAPPROVED () REFERRED TO:	REJECTED () DEFERRED ()		

Exhibit 1

MONTERREY PARK SUBDIVISION NO. 2 - UNIT 3B

A PORTION OF TRACT 46, T.15 S., R.13 E., S.B.M., IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA

FM B23 P1

SHEET 1 OF 3 SHEETS

SURVEYOR'S STATEMENT:

I, MATTHEW W. SPIRO, HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR OF THE STATE OF CALIFORNIA. THAT THIS MAP CONSISTING OF THREE (3) SHEETS CORRECTLY REPRESENTS THE SURVEY MADE UNDER MY DIRECTION ON JANUARY 28, 2019, THAT THE SURVEY IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF LAND SURVEYING. THAT THE CHARACTER AND OCCUPY THE POSITIONS INDICATED (OR THAT THE POSITIONS ARE OF SUCH POSITIONS WITHIN SUCH TIME AS IS INDICATED ON THE ATTACHED SHEETS) AND THAT SAID MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETAINED.



MATTHEW W. SPIRO
LICENSE EXPIRES 12-31-2020

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON A FIELD SURVEY CONDUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF LAND SURVEYING. THAT THE CHARACTER AND OCCUPY THE POSITIONS INDICATED (OR THAT THE POSITIONS ARE OF SUCH POSITIONS WITHIN SUCH TIME AS IS INDICATED ON THE ATTACHED SHEETS) AND THAT SAID MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETAINED.



MATTHEW W. SPIRO
LICENSE EXPIRES 12-31-2020

ACTING CITY SURVEYOR'S STATEMENT:

I, DAVID BELTRAN, ACTING CITY SURVEYOR FOR THE CITY OF IMPERIAL, HEREBY STATE THAT THE SUBDIVISION SHOWN HEREON WAS PREPARED BY A LICENSED LAND SURVEYOR AND THAT THE MAP WAS APPROVED ON JUNE 15, 2020, THAT ALL OF THE PROVISIONS OF LOCAL ORDINANCES AND REQUIREMENTS OF CHAPTER 2, ARTICLE 2 OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT THIS MAPS MAP IS TECHNICALLY CORRECT.

DATED THIS 28TH DAY OF DECEMBER, 2019
DAVID BELTRAN, CLERK
ACTING CITY SURVEYOR
LICENSE EXPIRES 12-31-2020

CITY CLERK'S CERTIFICATE:

I, HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF IMPERIAL, BY RESOLUTION ADOPTED MAY 19, 2019, HAS APPROVED THIS MAP AND ACCEPTED ON BEHALF AS THE PUBLIC ALL STREETS AND PUBLIC UTILITIES EASEMENTS OFFERED FOR DEDICATION AS SHOWN HEREON.

DEBRA JACKSON
CLERK OF THE CITY COUNCIL

SIGNATURE OMISSIONS STATEMENT:

PURSUANT TO SECTION 64436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTEREST HAVE BEEN OMITTED, AND THAT THEIR INTERESTS CANNOT OPEN INTO FEE TITLE.

- (A) UNKNOWN ENTITIES RIGHTS OF THE PUBLIC IN AND TO THAT PORTION OF LAND LYING WITHIN ANY ROAD, STREET, ALLEY OR HIGHWAY; (PLOTTED HEREON)
- (B) UNKNOWN ENTITIES WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS (NOT PLOTTED)

OVERLIGHT EASEMENT:

THIS PROPERTY IS IN THE AREA SUBJECT TO OVERLIGHTS BY AIRCRAFT USING IMPERIAL COUNTY AIRPORT. AIRCRAFT OVERFLIGHTS ARE A NECESSARY AND INEVITABLE CONSEQUENCE OF THE OPERATION OF THE AIRPORT. AIRCRAFT OVERFLIGHTS ARE A NECESSARY AND INEVITABLE CONSEQUENCE OF THE OPERATION OF THE AIRPORT. AIRCRAFT OVERFLIGHTS ARE A NECESSARY AND INEVITABLE CONSEQUENCE OF THE OPERATION OF THE AIRPORT.

REGULATIONS OF PROPERTY NEAR A PUBLIC USE AIRPORT SHOULD THEREFORE BE PREPARED TO AVOID SUCH OVERLIGHTS. ANY SUBSEQUENT DEED CONVEYING PARCELS ON LOTS SHALL CONTAIN A STATEMENT IN SUBSTANTIALLY THIS FORM.

SOILS REPORT:

A SOILS REPORT APPLICABLE TO THE LAND INCLUDED WITHIN THIS MAP WAS PREPARED BY A LICENSED SOILS ENGINEER, REGISTERED CIVIL ENGINEER 31921 AS REPORT LSC0143. A REPORT WAS UPDATED ON SEPTEMBER 16, 2010 AS REPORT UPDATE NO. LSC0143. A REPORT OF SAID REPORT AND UPDATE IS ON FILE IN THE DEPARTMENT OF PUBLIC WORKS.

TITLE COMPANY CERTIFICATE:

I, HEREBY CERTIFY THAT THE PERSON(S) SPECIFIED IN THE CERTIFICATES HEREON ARE THE OWNERS, AND THE ONLY ONES WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE.

FIRST AMERICAN TITLE COMPANY
TITLE OFFICER

SUPPORTING DOCUMENTS:

THE FOLLOWING DOCUMENTS WERE RECORDED AS OFFICIAL RECORDS OF THE COUNTY OF IMPERIAL IN SUPPORT OF THIS FINAL MAP

TITLE: SUBDIVISION GUARANTEE	INSTRUMENT NO. 2019002429
TITLE: TAX CERTIFICATION	INSTRUMENT NO. 2019002429
TITLE: RESOLUTION	INSTRUMENT NO. 2019002429
TITLE: AGREEMENT	INSTRUMENT NO. 2019002429
TITLE: DEED OF TRUST	INSTRUMENT NO. 2019002429
TITLE:	INSTRUMENT NO.
TITLE:	INSTRUMENT NO.

LEGAL DESCRIPTION

BEING A SUBDIVISION OF A PORTION OF REMAINDER PARCEL "A" OF MONTERREY PARK SUBDIVISION NO. 2 - UNIT 3A IN THE CITY OF IMPERIAL, AS PER MAP RECORDED IN IMPERIAL COUNTY, CALIFORNIA.

OWNER'S CERTIFICATE:

I, HEREBY CERTIFY THAT I AM THE ONLY PARTY HAVING ANY RECORD TITLE INTEREST IN THE LAND SUBDIVIDED AS SHOWN ON THIS MAP, AND I CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP THAT I HAVE OFFERED FOR DEDICATION TO A PUBLIC USE AIRPORT AND TO THE OFFICE OF THE COUNTY RECORDER OF IMPERIAL, CALIFORNIA.

APPROVED BY: J. A. CALIFORNIA LIMITED PARTNERSHIP

BY: [Signature] DATE: 08/09/19

TITLE: [Signature] Daniel Dobson

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC or other officer, considering 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

COUNTY OF RIVERSIDE

ON 08/09/19, BEFORE ME, Leah D. Thomas

PERSONALLY APPEARED: [Signature] DANIEL DOBSON, WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE INSTRUMENT(S) AND WHOSE NAME(S) HE/SHE/IT/ THEY EXECUTED THE SAME IN HIS/HER/IT/ THEIR AUTHORIZED CAPACITY(IES), AND BY HIS/HER/IT/ THEIR SIGNATURE(S) ON THE INSTRUMENT(S) ACTED, EXECUTED THE INSTRUMENT(S) ON THE BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT(S).

I, CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL:

[Signature] Leah D. Thomas

SIGNATURE OF NOTARY PUBLIC
MY PRINCIPLE PLACE OF BUSINESS IS IN RIVERSIDE COUNTY
MY COMMISSION NUMBER: 233871C
MY COMMISSION EXPIRES ON 01/01/2023

COUNTY RECORDER'S CERTIFICATE:

FILED THIS 28TH DAY OF JANUARY, 2021, AT 3:55 P.M. IN BOOK 28, AT PAGES 7, OF RDS AND ASSOCIATES

[Signature] Chuck Storey
COUNTY RECORDER

RDS AND ASSOCIATES

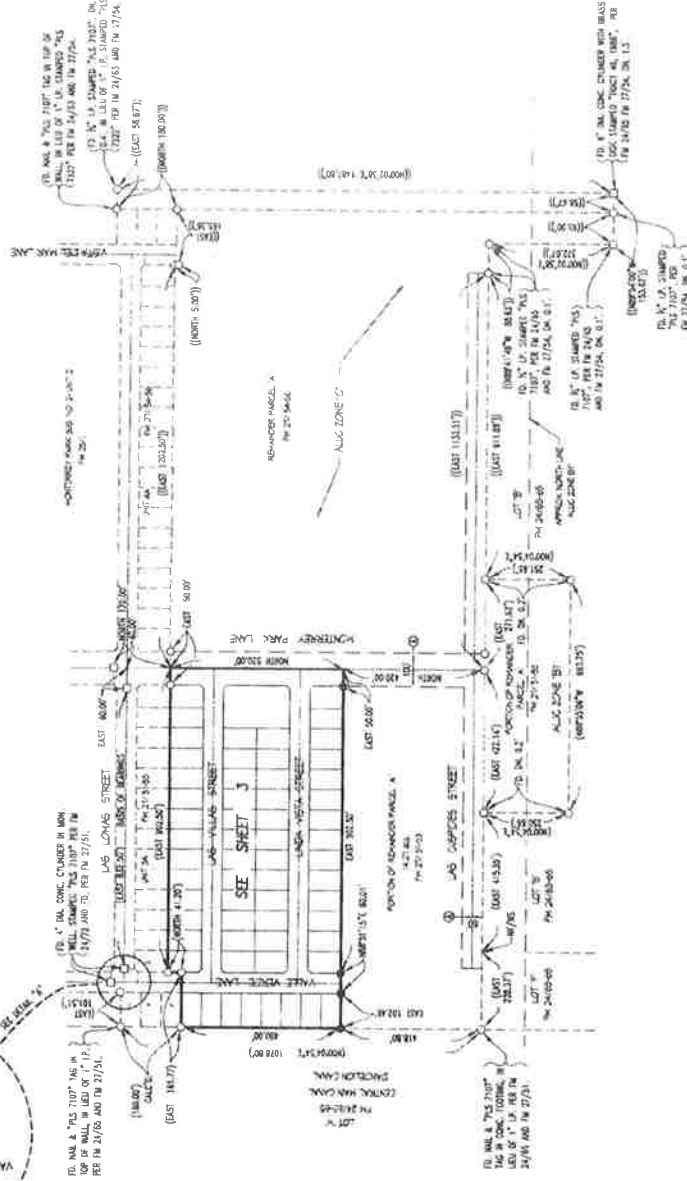
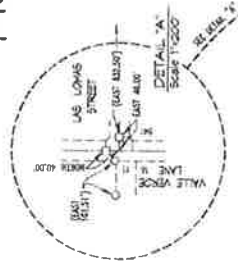
FM B28P2

SHEET 2 OF 9 SHEETS

MONTERREY PARK SUBDIVISION NO. 2 - UNIT 3B

A PORTION OF TRACT 46, T.15 S., R.13 E., S.B.M., IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA

INDEX SHEET



SURVEYOR'S NOTES:

1. UNLESS SHOWN OTHERWISE ON THIS MAP, ALL LOT CORNERS WILL BE CONSIDERED TO BE THE CORNERS OF THE ORIGINAL SUBDIVISION. IF A LOT CORNER FALLS IN PLACE OF CONCRETE, A LAND AND BUILT TALL STAMPED "LS 3487" SHALL BE PLACED INSTEAD OF THE MENTIONED POINT.
2. SOME INCIDENTAL DISTANCES INDICATED ON THIS MAP MAY NOT BE SURE TO BE EXACT DUE TO ROUND-OFF ERROR IN THE CALCULATIONS.

LEGEND:

- INDICATES SET 1" IRON PILE TAPPED "LS 3487", FLUSH, UNLESS NOTED.
- INDICATES SET 1" IRON PILE WITH PLASTIC PLUG STAMPED "LS 7107", FLUSH, UNLESS NOTED.
- INDICATES 1/4" DIA. CONCRETE CHAMBER STAMPED "LS 7107" IN 4" DIA. WELL BORN PER IN 27/51-53, UNLESS NOTED.
- ① INDICATES 1/4" DIA. CONCRETE CHAMBER STAMPED "LS 7107" IN 4" DIA. WELL BORN PER IN 27/51-53, UNLESS NOTED.
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BASIS OF BEARINGS

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Scale 1"=200'



RDS AND ASSOCIATES

FM B28 P3

SHEET 3 OF 3 SHEETS



A PORTION OF TRACT 46, T.15 S., R.13 E., S.B.M., IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA



RDS AND ASSOCIATES

SURVEYOR'S NOTES:

UNLESS SHOWN OTHERWISE ON THIS MAP, ALL LOT CORNERS WILL BE IDENTIFIED WITH A 1" X 6" PVC JACKET "L5 2411" WITHIN 30 DAYS OF COMPLETION OF PUBLIC IMPROVEMENTS. 6. S&B CORNERS FALL IN AREA OF COMPLETE, A LEAD AND BRASS TAD STAMPED "L5 2411" SHALL BE PLACED INSTEAD OF THE MENTIONED PVC.

... SOME INDIVIDUAL DISTANCES INDICATED ON THIS MAP MAY NOT SUM TO THE TOTAL DISTANCES INDICATED DUE TO ROUND-OFF ERROR IN THE INDIVIDUAL DISTANCES.

LEGEND:

- [illegible]

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS BASED ON THE CENTERLINE OF LAS VEGAS STREET ACCORDING TO FINAL MAP FOR MONTGOMERY PLAZA SUBDIVISION NO. 1 UNIT 3A, AS RECORDED IN BOOK 27 OF FINAL MAPS, PAGES 51-53, IN THE OFFICE OF THE IMPERIAL COUNTY RECORDER, BEING "LAST".

DATE SUBMITTED

08/30/2023

SUBMITTED BY

COMMUNITY
DEVELOPMENT
DIRECTOR

DATE ACTION REQUIRED

09/06/2023

COUNCIL ACTION (x)

PUBLIC HEARING REQUIRED ()

RESOLUTION ()

ORDINANCE 1ST READING ()

ORDINANCE 2ND READING ()

CITY CLERK'S INITIALS ()

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION:

DOMESTIC WATER SERVICE TO PROPERTIES OUTSIDE CITY BOUNDARIES.

1. APPROVE RESOLUTION 2023-54 FOR THE EXTENSION OF DOMESTIC WATER SERVICE FOR APN 063-282-001
2. APPROVE SERVICE AGREEMENT FOR DOMESTIC WATER SERVICE

DEPARTMENT

COMMUNITY DEVELOPMENT

INVOLVED:

BACKGROUND/SUMMARY:

There is currently no city domestic water system servicing APN 063-282-001 a property located along Murphy Rd.

Mr. Donald Bonillas submitted his application and receipt from LAFCO showing his intent to establish service with the City.

For details, see the attached Exhibit "A" illustrating the location of the existing City's Domestic Water main in the vicinity of said parcel. The fully executed "Will Serve" letter is attached as Exhibit "B". Resolution No. 2023-54 is attached as Exhibit "C". Service Agreement for Domestic Water Service is attached as Exhibit "D"

FISCAL IMPACT: NO FISCAL IMPACT

ADMIN
SERVICES
SIGN
INITIALS

STAFF RECOMMENDATION:

1. Staff recommends approval of Domestic Water service outside of city boundaries for APN 063-282-001.
2. Staff recommends approval of Domestic Water Service Agreement

DEPT.
INITIALS

DM

MANAGER'S RECOMMENDATION:

CITY
MANAGER's
INITIALS

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REJECTED ()

DEFERRED ()

REFERRED TO:

Exhibit A

669 W Murphy Rd



1" = 178 ft

APN 063-282-001

08/30/2023



This map may represents a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.

Exhibit B



CITY COUNCIL
Katherine Burnworth - Mayor
Robert Amparano - Mayor Pro-Tem
James Tucker - Council Member
Stacy Mendoza - Council Member
Ida Obeso-Martinez - Council Member

CITY CLERK
Kristina Shields

August 30, 2023

Donald Bonillas
669 W Murphy Rd
Imperial, CA 92251

RE: **Water "Will Serve" Letter
For 669 W Murphy Rd, Imperial CA 92251
APN 063-282-001**

Dear Mr. Bonillas,

The City of Imperial has the capacity to provide adequate domestic water supply service to the property at 669 W Murphy Rd, Imperial CA 92251, an unincorporated area within the County of Imperial.

Please consider this correspondence as a "Will-Serve" letter which warrants water capacity specifically for the above-referenced project up to August 30, 2024.

Should you have any questions, or need additional information, please do not hesitate to contact our office at your earliest convenience at any of the following numbers:

- a) (760) 355-3336 - Public Services
- b) (760) 355-1152 - Community Development

Sincerely,


Jackie Loper
Public Service Director


Othon Mora
Community Development Director

Exhibit C

RESOLUTION NO. 2023-54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL AUTHORIZING DOMESTIC WATER SERVICE CONNECTION FOR 669 W MURPHY RD (APN 063-282-001), PROPERTY LOCATED OUTSIDE OF THE CITY OF IMPERIAL.

WHEREAS, there is currently no domestic water servicing 669 W Murphy Road (APN 063-282-001), a property located outside of the City of Imperial; and

WHEREAS, Mr. Donald Bonillas, owner of said property, filed an application to the Local Agency Formation Commission (LAFCO) requesting their approval to establish service with the City; and

WHEREAS, Mr. Donald Bonillas understands and accepts that the extension of domestic water service to the property at 669 Murphy Road is strictly for that property and will not extend to any other properties without LAFCO and City approvals; and

WHEREAS, a "Will Serve" letter was issued on August 30, 2023 stating that the City of Imperial has the capacity to provide adequate domestic water service for one (1) single family dwelling to the property at 669 W Murphy Road after Public Services Department and Community Development Department reviewed the request.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Imperial hereby agrees:

- a. To authorize the City of Imperial to approve a sanitary sewer service connection for 669 W Murphy Road as outlined.

THE FOREGOING RESOLUTION was passed and adopted by the City Council of the City of Imperial on _____, 2023.

AYES:
NOES:
ABSTAIN:
ABSENT:

Signed: _____
Katherine Burnworth, Mayor

ATTEST:

Signed: _____
Kristina Shields, City Clerk

Exhibit D

RECORDING REQUESTED AND
WHEN RECORDED MAIL TO:

CITY OF IMPERIAL
ATTN:

This Space Reserved for Recorder Only Gov. Code 27361.6

AGREEMENT FOR DOMESTIC WATER SERVICE

This agreement, made and entered into between the City of Imperial, a municipal corporation, hereinafter referred to as "City" and Donald Bonillas for 669 W Murphy (APN 063-282-001), hereinafter referred to as "Consumer" collectively referred to as "Parties."

RECITALS

WHEREAS, Consumer is the owner of certain real property located outside the city limits of the City of Imperial ("Property"); and

WHEREAS, the Property is more particularly described in the attached Exhibit A; and

WHEREAS, Consumer is desirous of connecting to City's existing domestic water service system for domestic use; and

WHEREAS, City is agreeable to providing domestic water service to Consumer's real property, as more particularly described below, upon certain conditions.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein, City and consumer agree as follows:

1. The recitals set forth above are true and correct and are incorporated herein by this reference.
2. City hereby grants to Consumer permission to connect to the Domestic Water Service System ("System") to the property of Consumer, more particularly described in the attached Exhibit A which is incorporated by this reference.
3. Consumer agrees to be bound by all the ordinances, rules and regulations of the City pertaining to Domestic Water, and to pay such rates for said service as set forth herein and as the City Council of the City may fix by ordinance, resolution or motion duly adopted or amended from time to time.
4. Parties agree that City will not extend its System or pay to allow extension of the System to enable Consumer to connect to the System, and that Consumer will, at Consumer's own expense, install such infrastructure as may be required to connect to the System. Consumer agrees that all material and labor for installing

any such infrastructure shall be at the expense of Consumer and that such infrastructure must be properly constructed to City specifications in a good and workmanlike manner and meet the reasonable satisfaction of the building inspector of the City. Plans for such installation shall be approved by City prior to installation. The design will be such that existing users will not be adversely impacted.

5. Consumer shall, at Consumer's sole expense, obtain all permits, including, but not limited to, any necessary encroachment permits. Additionally, Consumer shall, at Consumer's sole cost, obtain approval from the Imperial County Local Agency Formation Commission for obtaining the service described herein.

6. Upon application for a permit, Consumer shall pay to City a connection fee as set forth by the City Council in an amount as may be established from time to time and in effect at the time of payment. Additionally, Consumer shall pay any other applicable fees and charges, including, but not limited to, monthly fees and reimbursement for previously installed infrastructure as determined by City.

7. This agreement authorizes Domestic Water for the real Property described in Exhibit A. In the event any portion of said property is sold, transferred, conveyed or occupied by any party and/or parties other than Consumer, this Agreement shall terminate as to the portion transferred and, said party and/or parties must apply to the City for a permit, pay the permit fee required by the City, and enter into an agreement with the City for Domestic Water. It is agreed that non-compliance with this paragraph by Consumer, or any person holding under or through Consumer or a grantee of Consumer, will justify the City in immediately terminating Consumer's water service.

8. Parties agree that the Domestic Water service provided to Consumer under this agreement shall be for one single family dwelling only. In the event Consumer wishes to have City water to any additional residential dwelling, Consumer must make separate application and enter an agreement for Domestic Water service. City may grant or deny such application in its sole and unfettered discretion. Parties further agree that the water service provided to Consumer under this agreement shall be used for domestic personal use only for Consumer's residence and not commercial or industrial use

9. Consumer agrees, as a condition of receiving Domestic Water service from the City, to voluntarily participate in an assessment district, should one be formed, to construct infrastructure improvements. The infrastructure improvements anticipated to be constructed include water and sewer lines, storm drains, roadway improvement and street lighting improvement. Consumer is hereby put on notice that the assessment district improvement will be funded by an increase in property taxes for all parcels included within the boundary of the district. Further, by the execution of this agreement, Consumer hereby gives its irrevocable consent to the annexation of the real property described herein to the City of Imperial, when at such times as the City Council of the City determines it would be in the best interest of City to annex said property.

10. The parties agree that this agreement shall be recorded in the official records of the Imperial County Records office so that any successors in interest to Consumer of the real property described in Exhibit A shall have notice of the re-application provisions contained above.

IN WITNESS WHEREOF, the parties hereto set their hands this _____ day
of _____, 20__.

CITY:

CONSUMER:

CITY OF IMPERIAL

By _____
Mayor

ATTEST:

By _____
City Clerk

DATE SUBMITTED 8/30 /2023
 SUBMITTED BY LIBRARY
 DATE ACTION REQUIRED 9/06/2023

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: LIBRARY FLOORING IMPROVEMENT PROJECT

1. Authorization to seek bids for the Library Flooring Improvement Project

DEPARTMENT INVOLVED: LIBRARY

BACKGROUND/SUMMARY:

In conjunction with the installation of the new Circulation and Reference Desk, the library will be undergoing the demolition and removal of the old service desk and the outdated computer carrels in the center of the library. The removal of these fixtures will create various large gaps throughout the 15 year old flooring in that area. While the old carpet is being removed is the perfect time for Public Works to install new electrical outlets in the floor to meet the current demand for charging electronic devices. The goal is to create a new central commons area that will address the seating and study needs of the community and serve as a central hub connecting the various library collections in the building. The library receives over 60,000 visitors a year. The flooring improvements in this highly public area will positively impact the library users experience for years to come.

Please see attached photos

FISCAL IMPACT: MARCH AND ASH COMMUNITY BENEFIT FUNDS NOT TO EXCEED \$40,000

ADMIN SERV
INITIALS _____

STAFF RECOMMENDATION: To fund the replacement of the current library flooring to accommodate the installation of the new desk and other improvements in the main service area of the library.

DEPT. INITIALS D.M.

MANAGER'S RECOMMENDATION:

CITY
MANAGER'S
INITIALS _____

MOTION:

SECONDED:
 AYES:
 NAYES:
 ABSENT:

APPROVED () REJECTED ()
 DISAPPROVED () DEFERRED ()

REFERRED TO:





SPECIAL MEETING

SEPTEMBER 6, 2023



Imperial City Council

Katherine Burmworth- Mayor
Robert Amparano-Mayor Pro Tem
Ida Obeso-Martinez-Council Member
Stacy Mendoza- Council Member
James Tucker-Council Member

AGENDA

Special Meeting of the Imperial City Council

City Council Chambers
220 West 9th Street
Imperial, CA 92251-1637

September 6, 2023

Open Session at 7:00 p.m.

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

1. You are encouraged to observe the City Council meetings via Livestream at the City of Imperial Facebook page.
2. All documents containing an executive summary and staff recommendation associated with open session action items are made available for public inspection on the City's website, www.cityofimperial.org seventy-two (72) hours prior to the posted meeting time. Government Code section 54957.5(b)(2)(B)

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the meeting, please contact (760) 355-4373. A notification of 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].

7:00 P.M. SPECIAL MEETING

CALL TO ORDER:

ROLL CALL:

PLEDGE OF ALLEGIANCE:

ADJUSTMENTS TO THE AGENDA: The City Council will discuss the order of the agenda, may amend the order, add urgency items, note abstentions or "no" votes on consent calendar items and request consent calendar items be removed from the consent calendar for discussion. The City Council may also remove items from the consent calendar prior to that portion of the agenda. For purposes of the official city record, the City Council may take care of these issues by entertaining a formal motion.

PUBLIC COMMENT: There is a time limit of three (3) minutes for anyone wishing to address the City Council on these matters.

Matters not appearing on the agenda: If you wish to address the City Council concerning any item within the City Council's jurisdiction, please raise your hand and be acknowledged by the Mayor. At that time, state your name and address for the record. The Mayor reserves the right to place a time limit of three (3) minutes on each person's presentation. It is requested that longer presentations be submitted to the City Clerk's Office in writing 48 hours before the meeting.

F. PUBLIC HEARING ITEM (DISCUSSION/ACTION- APPROVE-DISAPPROVE):

F-1. Public Hearing for CDBG-CV Funded Eager Park Improvements

Staff Report: Tony Lopez, Director of Parks & Recreation

Recommended Action (1): Approval to Conclude Public Hearing Period; and

Recommended Action (2): Authorization to Submit Final Statements to Close Grant for Reimbursement.

ADJOURNMENT:

Adjournment of this Regular Meeting of the City Council Until the Next Regularly Scheduled Meeting to be held on Wednesday, September 20, 2023, at 7:00 p.m.

AFFIDAVIT OF POSTING

I, KRISTINA M. SHIELDS, City Clerk for the City of Imperial, California, DO HEREBY CERTIFY under penalty of perjury under the laws of the State of California, that the foregoing revised notice was posted at the City of Imperial City Hall bulletin board at 420 S. Imperial Avenue, Imperial, CA and on the City of Imperial's website not less than 24 hours prior to the meeting, per Government Code 54954.2.

Dated: September 5, 2023



KRISTINA M. SHIELDS
City Clerk

Agenda Item No. _____

DATE SUBMITTED 08/29/2023
SUBMITTED BY PARKS/REC
DATE ACTION REQUIRED 09/06/2023

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: PUBLIC HEARING FOR CDBG-CV FUNDED EAGER PARK IMPROVEMENTS

1. APPROVAL TO CONCLUDE PUBLIC HEARING NOTICE PERIOD
2. AUTHORIZATION TO SUBMIT FINAL FINANCIAL STATEMENTS TO CLOSE GRANT FOR REIMBURSEMENT

DEPARTMENT INVOLVED: PARKS AND RECREATION

BACKGROUND/SUMMARY:

In 2020, the City of Imperial was awarded \$76,525.00 in CDBG-CV funding and completed four successful rounds of utility assistance to qualified applicants totaling in \$43,033.78. Having a balance remaining, the City requested to amend the scope to include \$33,491.22 in Eager Park improvements. Cornhole boards and buddy benches were added to Eager Park. A shade structure and a table have been purchased and will be added next. The grant period has now ended and we are accepting public comment to close out the Eager Park improvements portion of the grant.

Please see attached Public Hearing Notice

FISCAL IMPACT: CDBG-CV Grant funds

FINANCE
INITIALS _____

STAFF RECOMMENDATION: Staff is seeking City Council approval to conclude public hearing portion required and to authorize the submission of final financial report for reimbursement.

DEPT. INITIALS 

MANAGER'S RECOMMENDATION:

CITY
MANAGER'S
INITIALS _____

MOTION:

SECONDED:
AYES:
NAYES:
ABSENT:

APPROVED ()
DISAPPROVED ()

REJECTED ()
DEFERRED ()

REFERRED TO:



Notice of Public Hearing **City of Imperial City Council**

NOTICE IS HEREBY GIVEN that a public hearing will be conducted by the City Council on **Wednesday, September 6, 2023 at 7:00 P.M** at the City of Imperial Council Chambers located at 200 W. 9th Street, Imperial, CA 92251.

The City of Imperial City Council will receive comment on the final close out of the CDBG-CV grant under the California Department of Housing and Community Development, Community Development Block Grant Program.

On March 27, 2020, Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act in response to the impacts of the COVID-19 pandemic. The State Department of Housing and Community Development (HCD) published a Notice of Funding Availability (NOFA) for Community Development Block Grant Coronavirus Aid, Relief, and Economic Security (CDBG-CV2 and CV3) funds.

Eligible activities paid for with State CDBG funds must meet one of the three National Objectives listed in CDBG Federal Statutes as follows: benefit to low-income households or persons (also called Low/Mod Benefit) slum and blight (addressing physical problems in specific neighborhoods) or meeting urgent community development need (a need resulting from a state or federal declared disaster or posing unforeseen risks to health and safety). In addition, eligible activities must be used directly to prevent, prepare for or respond to COVID-19 and meet CDBG requirements as provided and directed by HCD in the published NOFA and outlined in their plan as follows:

- Public services to respond to COVID-19 impacts
- Public facility improvements to increase capacity for healthcare facilities and improve public facility safety
- Housing facilities for persons experiencing homelessness, including acquisition and rehabilitation
- Economic development to support needs of local businesses to retain and bring back jobs impacted by COVID-19

The City of Imperial applied for and was rewarded funding in the amount of \$76,525.00. The City completed four successful rounds of utility assistance to qualified applicants totaling in the amount of \$43,033.78. Having a remaining balance of \$33,491.22, the City requested to amend the scope to include Eager Park improvements which was granted. The City used those funds to purchase and install two sets of cornhole boards and two buddy benches. The City has also purchased and received a table and a shade structure. In the coming weeks, the Parks and Recreation department

will be breaking concrete to pour a new foundation to install the shade and table by the close of summer.

Interested persons wishing to express their views regarding the CDBG-CV grant may attend the public hearing at **200 W. 9th Street, Imperial, CA 92251**. If you require special accommodations to participate in the public hearing, please contact the City Manager's Office at least 48 hours in advance of the meeting by calling **760-355- 4373**.

If you are unable to attend, any person desiring to comment on the CDBG-CV grant may do so in writing. Written comments should be directed to Kristina Shields, City Clerk, City of Imperial, 420 South Imperial Avenue; Imperial, CA 92251. Please reference the project name in all written correspondence.

If you have any questions or would like more information regarding the item described in this notice, please call the Parks and Recreation Office at 760-355-3316.